



BEAUFORT WEST GRID COMPANY PROPRIETARY LIMITED

APPLICATION FOR CONSENT FOR RENEWABLE ENERGY STRUCTURES AND ANCILLARY USES ON PROPERTIES ZONED AGRICULTURAL ZONE I, IN TERMS OF THE PROVISIONS OF THE BEAUFORT WEST MUNICIPAL STANDARD ZONING SCHEME BY-LAW (CHAPTER 2, SECTION 11, SCHEDULE 1); AND THE BEAUFORT WEST MUNICIPALITY: BY-LAW ON MUNICIPAL LAND USE PLANNING NOTICE NO: 21/2019, IN TERMS OF SECTION 15(2) (O), AND 19(1), IN RESPECT OF: -

- **PORTION 3 OF THE FARM STEENROTSFOUNTAIN NO. 168**
- **REMAINDER OF THE FARM OUDE VOLKS KRAAL NO. 164**
- **REMAINDER OF THE FARM QUAGGASFONTEIN NO. 166**


ALL SITUATED WITHIN THE BEAUFORT WEST MUNICIPALITY, WITHIN THE CENTRAL KAROO DISTRICT IN THE WESTERN CAPE PROVINCE.

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PROPERTIES ZONED AGRICULTURAL ZONE I

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SECTION A: BACKGROUND

1. INTRODUCTION

- 1.1.** An application is hereby submitted in terms of the provisions of Chapter 2, Section 11 of the Beaufort West Municipal Standard Zoning Scheme By-law (2020) and in terms of section 15(2)(o), and 19(1) of the Beaufort West Municipality: By-law on Municipal Land Use Planning Notice No: 21/2019 for Consent, for the use of the following properties zoned Agricultural Zone I for Renewable Energy Structures and Ancillary uses: -
- Portion 3 of the Farm Steenrotsfontein No. 168;
 - Remainder of the Farm Oude Volks Kraal No. 164; and
 - Remainder of the Farm Quaggasfontein No. 166
- 1.2.** The aforementioned properties are all located within the Beaufort West Local Municipality, located within the Central Karoo District in the Western Cape Province.
- 1.3.** An **EIA process has been completed** in terms of the provisions of NEMA for the establishment of a Solar PV Farm thereon, under file references: 14/16/12/3/3/1/2672 and 14/16/12/3/3/1/2673.
- 1.4.** The Subject Sites are currently Zoned Agricultural Zone I and fall under the **Renewable Energy Development Zone (REDZ)** and have NO PAA Rating, an application under SALA has been concluded with the DALRRD under **AgriLand reference number: 2023_07_0127**, with a positive decision.
- 1.5.** A further motivation has been sent to the Western Cape Department of Agriculture, Land Use Management under **File Ref: 20/9/2/3/1/037**, with a positive outcome.
- 1.6.** The intention of this application is to seek from the Municipality Consent to the use of the afore-mentioned properties for Renewable Energy Structures and Ancillary uses which in terms of the zoning are uses permitted by only by Consent.
- 1.7.** It should be noted that should the applicant succeed in obtaining consent and the proposed Solar PV Farm has run through its lifespan, the client will disassemble the structures and the land will revert to becoming Agricultural land, meant for Agricultural purposes, and uses as defined within the applicable Town Planning Scheme.

2. APPLICANT

- 2.1. The applicant is **Beaufort West Grid Company Proprietary Limited (Registration No: 2013/1369321/07)**, who have leased the subject properties from Petrus Gerhardus Olivier, the registered land owner.
- 2.2. The registered landowner has provided their consent to the application and power of attorney to the applicant and the applicant's agent.
- 2.3. The applicant's agent is SiVEST SA (Pty) Ltd whose details are as follows: -

Contact Person: Kavi Soni/ Reena Ramsaru
Address: P O Box 1899
Umhlanga Rocks
4320
Ph.: 031 581 1500
Fax: 031 566 2371
Email: reenar@sivest.com/ kavis@sivest.com

- 2.4. SiVEST is duly and properly authorised by the Applicant, to represent the Applicant in these proceedings.

(See **Annexure A**: Power of Attorney, Title Deeds, Conveyancers Certificate, Lease Agreement and Bond Holders Consent)

3. BACKGROUND

- 3.1. **Beaufort West Grid Company Proprietary Limited** ('applicant'), has leased 3 properties from Petrus Gerhardus Olivier (the registered owner) described as: -
 - Portion 3 of the Farm Steenrotsfontein No. 168;
 - Remainder of the Farm Oude Volks Kraal No. 164; and
 - Remainder of the Farm Quaggasfontein No. 166
- 3.2. Portion 3 of the Farm Steenrotsfontein No. 168; Remainder of the Farm Oude Volks Kraal No. 164; and Remainder of the Farm Quaggasfontein No. 166, collectively referred to hereafter as "the applicant sites", or the "project area."
- 3.3. The development **proposes the establishment of Renewable Energy Structures and Ancillary Uses on the applicant sites, commonly referred to as Solar PV Plants** and associated infrastructure.
- 3.4. Preceding the SPLUMA process, the applicable NEMA processes have been concluded, and

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authorization has been issued by Department of Forestry, Fisheries and the Environment (DFFE) under reference numbers: -

- **14/16/12/3/3/1/2672** for the Beaufort West Grid and associated Infrastructure near Beaufort West in the Western Province.; and.
- **14/16/12/3/3/1/2673** for the development of the Solar Photovoltaic (PV) Energy Facility (SEF) and associated infrastructure near Beaufort West in the Western Province.

DFFE Approvals are Annexed as ‘B’

3.5. In terms of the provisions of The Subdivision of Agricultural Land Act 70 of 1970 (SALA), an application was submitted to the DALRRD for Consent from the Minister for the use of the farm portions for Renewable Energy Structures, as well as for the registration of a Long-Term Lease of Agricultural Land, under the provisions SALA under **AgriLand reference number: 2023_07_0127.**

3.6. Furthermore, a motivation was sent to the Western Cape Department of Agriculture, Land Use Management under **File Ref: 20/9/2/3/1/037.** A positive decision was received from both the National DALRRD, as well as the Western Cape Government. Both decisions are attached (**see Annexure C**).

3.7. Based on the outcomes of the: -

- NEMA process, with an Environmental Authorisation being issued.
- Submission to the DALRRD in terms of SALA, and positive decision received.
- Submission to the Western Cape Department of Agriculture, Land Use Management, and positive decision received.

The applicant therefore seeks Consent from the Municipality for the development of Renewable Energy Structures and Ancillary Uses (i.e., a Solar PV Plant) on the applicant sites, which are all zoned Agricultural Zone I. Such application is hereby submitted.

SECTION B: CONTEXTUAL INFORMANTS

4. LOCALITY

4.1. The site is located within the Western Cape Province and lies within the jurisdiction of the Beaufort West Local Municipality, Locality plan Annexed as ‘D’..

4.2. The site lies approximately 3,8km south of the town of Beaufort West.

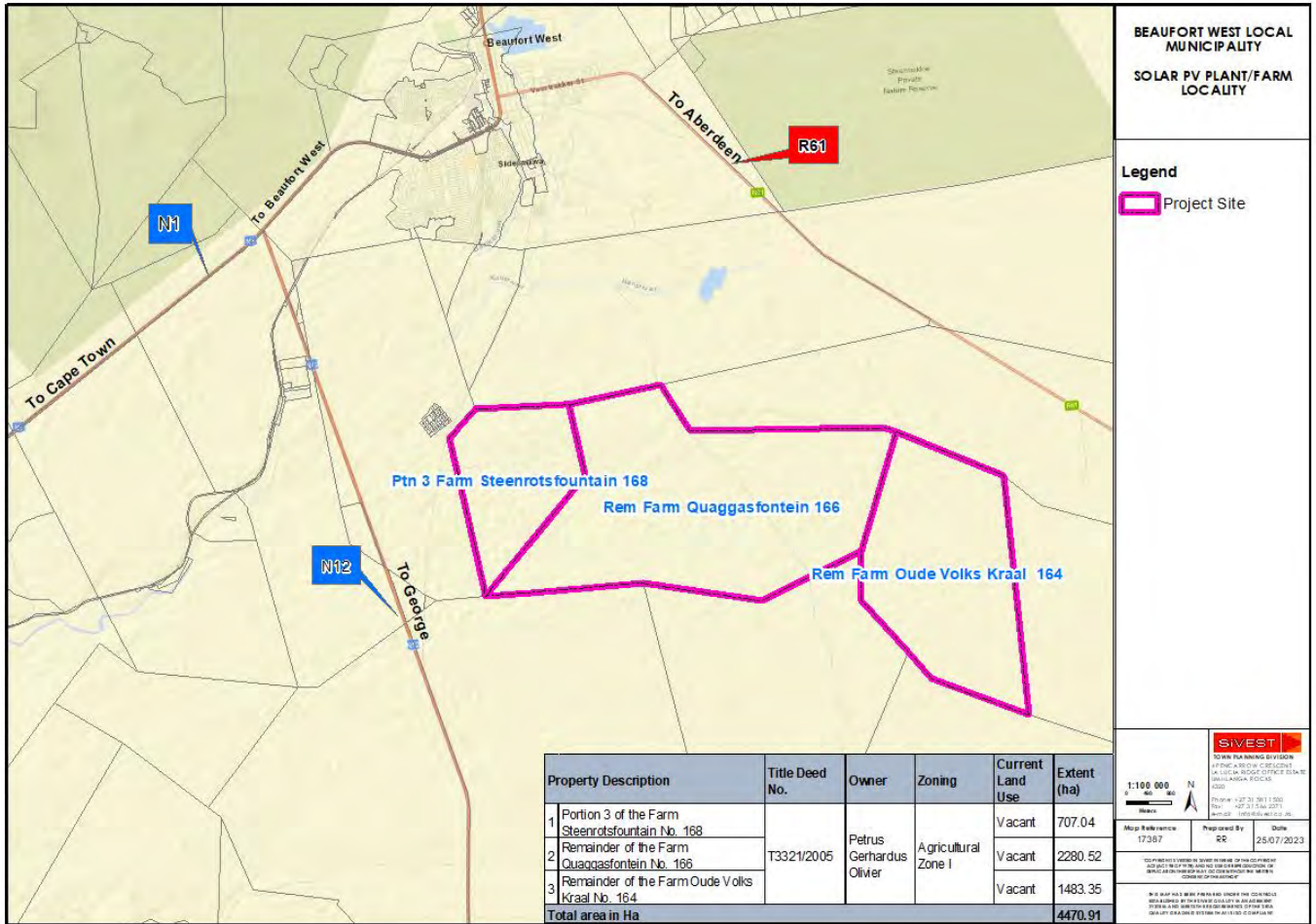
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4.3. The site is in proximity to a number of National and Provincial routes namely the N1 and N12 going towards the Cape Town and George on the south-west from Portion 3 of the Farm Steenrotsfontein No. 168; and Remainder of the Farm Oude Volks Kraal No. 164, and the R61 which lies on the south-east from the Remainder of the Farm Quaggasfontein No. 166

- Access to the site is gained via Blyth Street.
- The sites comprise of a total of ±4470 ha in extent and two of the three sites are currently undeveloped.

Map 1: Project Site Location



5. APPLICANT SITES DETAILS

5.1. The applicant site details are tabulated below:

Table 1: Site Details

Property Description		Title Deed No.	Owner	Extent (ha)
1	Portion 3 of the Farm Steenrotsfontein No. 168	T3321/2005	Petrus Gerhardus Olivier	707.04
2	Remainder of the Farm Quaggasfontein No. 166			2280.52
3	Remainder of the Farm Oude Volks Kraal No. 164			1483.35
				4470.91

5.2. The applicant sites co-ordinates are as follows:

Table 2: Project Sites Co-ordinates

SITE	PROPERTY DESCRIPTION	LATITUDE	LONGITUDE	Extent (ha)
1	Portion 3 of the Farm Steenrotsfontein No. 168	32°25'31.63"S	22°34'55.05"E	707.04
2	Remainder of the Farm Quaggasfontein No. 166	32°26'5.58"S	22°37'11.93"E	2280.52
3	Remainder of the Farm Oude Volks Kraal No. 164	32°26'59.79"S	22°40'35.65"E	1483.35
Total area in Ha				4470.91

5.3. The Project Locality (to scale) is **Annexed as 'D': Locality**.

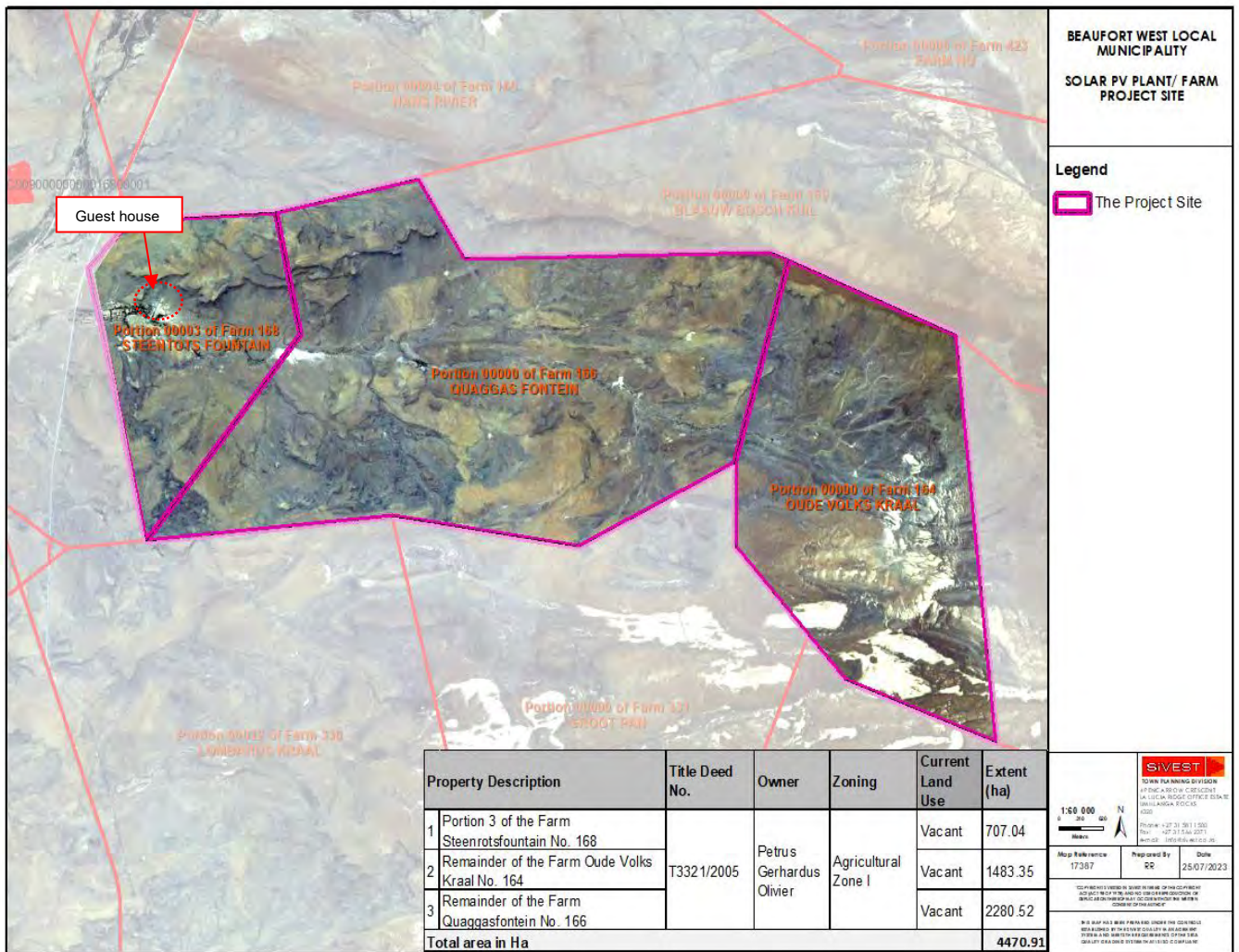
6. EXISTING AND SURROUNDING LAND USES

Table 3: Surrounding Land Uses

	Property Description	Existing Land Use	Surrounding Land Uses	
1	Portion 3 of the Farm Steenrotsfontein No. 168	Portion used as a Guest House	North: Vacant South: Vacant	West: Dwelling Units-Sparse East: Vacant
2	Remainder of the Farm Quaggasfontein No. 166	Vacant	North: Vacant South: Vacant	West: Guest House East: Vacant
3	Remainder of the Farm Oude Volks Kraal No. 164	Vacant	North: Vacant South: Vacant	West: Vacant East: Vacant

As is evident in the map below, the surrounding area has little or no development thereon.

Map 2: Aerial view of Project Sites



7. APPLICANT SITE CHARACTERISTICS

- 7.1. The applicant sites are predominantly undeveloped properties, with a total extent of some 4470,91 Ha.
- 7.2. Portion 3 of the Farm Steenrotsfontein No. 168, hosts a Guest House and other ancillary buildings on the Western Side of the Site, and occupies approximately 3 Ha of the 707 Ha site. It should be noted that No Solar PV Panels are located Portion 3 of the Farm Steenrotsfontein No. 168.
- 7.3. Despite the properties being designated as grazing land (National Agricultural Atlas of SA (NDAGIS website) with a Grazing Potential of 36; there is no evidence of the land being cultivated, of any crop production or livestock on the applicant sites.

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- 7.4. It should be noted that the proposal is for a Solar PV Panel Farm with ancillary structures. In the event that the proposed development has reached its life span; it is the intention of the Client to ensure that the Land will revert to Agricultural land.
- 7.5. Importantly the PV Panel will only take up an estimated 13% of the full project site. It is further suggested that the remainder of the farm can still be used for Agricultural purposes.

8. ZONING AND ASSOCIATED LAND USE SCHEME CONTROLS

- 8.1. The properties are regulated by the Beaufort West Municipal Standard Zoning Scheme By-law.
- 8.2. Any development that occurs within the municipality must comply with the applicable property zoning controls.
- 8.3. Engagement with the Municipality revealed that the subject properties are zoned as follows (see attached emailed confirmation **Annexed** hereto as 'E'): -

Table 4: Site Details

Property Description		Zoning	Extent (ha)
1	Portion 3 of the Farm Steenrotsfontain No. 168	Agricultural Zone I	707,04
2	Remainder of the Farm Oude Volks Kraal No. 164		1483,35
3	Remainder of the Farm Quaggasfontein No. 166		2280,52
			4470,91

- 8.4. According to the Municipal Standard Zoning Scheme By-law, the following land use activities are applicable to the respective zone: -

Table 5: Land Use Zone Controls

Zoning	Primary use	Consent Use	
Agricultural Zone I	<ul style="list-style-type: none"> Agriculture 	<ul style="list-style-type: none"> Abattoir Additional dwelling units Agricultural industry (>2000m²) Airfield Animal care centre Aqua-culture Camping site Farm shop Farm grave yard Freestanding base telecommunication station 	<ul style="list-style-type: none"> Function venue Guest house Helicopter landing pad Off-road trail Plant nursery Quarry <u>Renewable energy structure</u> Shooting range Tourist facilities Utility service

(See **Annexure F: Table Extract from the Zoning Scheme By-Law**)

- 8.5.** As per the table above the current zoning of the properties makes provision for **Renewable Energy Structure by Consent**.
- 8.6.** The scheme defines a Renewable Energy Structure as: -
- “a) means **any wind turbine, solar energy generating apparatus**, including solar photovoltaic and concentrated solar thermal, hydro turbines or biomass facility or any grouping thereof, that captures and converts wind, solar radiation or bio mass into energy for commercial gain; and*
- (b) includes any appurtenant structure necessary for, or directly associated with, generation of renewable energy, or any test facility or structure that may lead to the generation of energy on a commercial basis, excluding electrical grid connections.”*
- 8.7.** The land use proposal falls squarely within the Scheme definition associated with the Applicant’s intentions.

SECTION C: DEVELOPMENT PROPOSAL

9. DEVELOPMENT PROPOSAL

9.1. As noted, the proposal is to establish Renewable Energy Structures on the applicant site.

9.2. The Solar PV Plant will comprise: -

- a. PV Plants.
- b. Internal Access Roads.
- c. Switching Substation; IPP Step Up Station; Substation
- d. Battery Energy Storage System (BESS)
- e. Laydown areas.
- f. Operations and Maintenance (O&M) Buildings.

9.3. The overall objective of the Solar PV plants is to generate electricity (by capturing solar energy) to feed into the national electricity grid and “wheel” the power to customers based on a power purchase agreement.

9.4. Table 6 gives an indication of the area to be used by the Solar PV Panels and associated Infrastructure. It should be noted that only less than 13 % of the entire Project Area will be utilised to develop the Solar PV Plant.

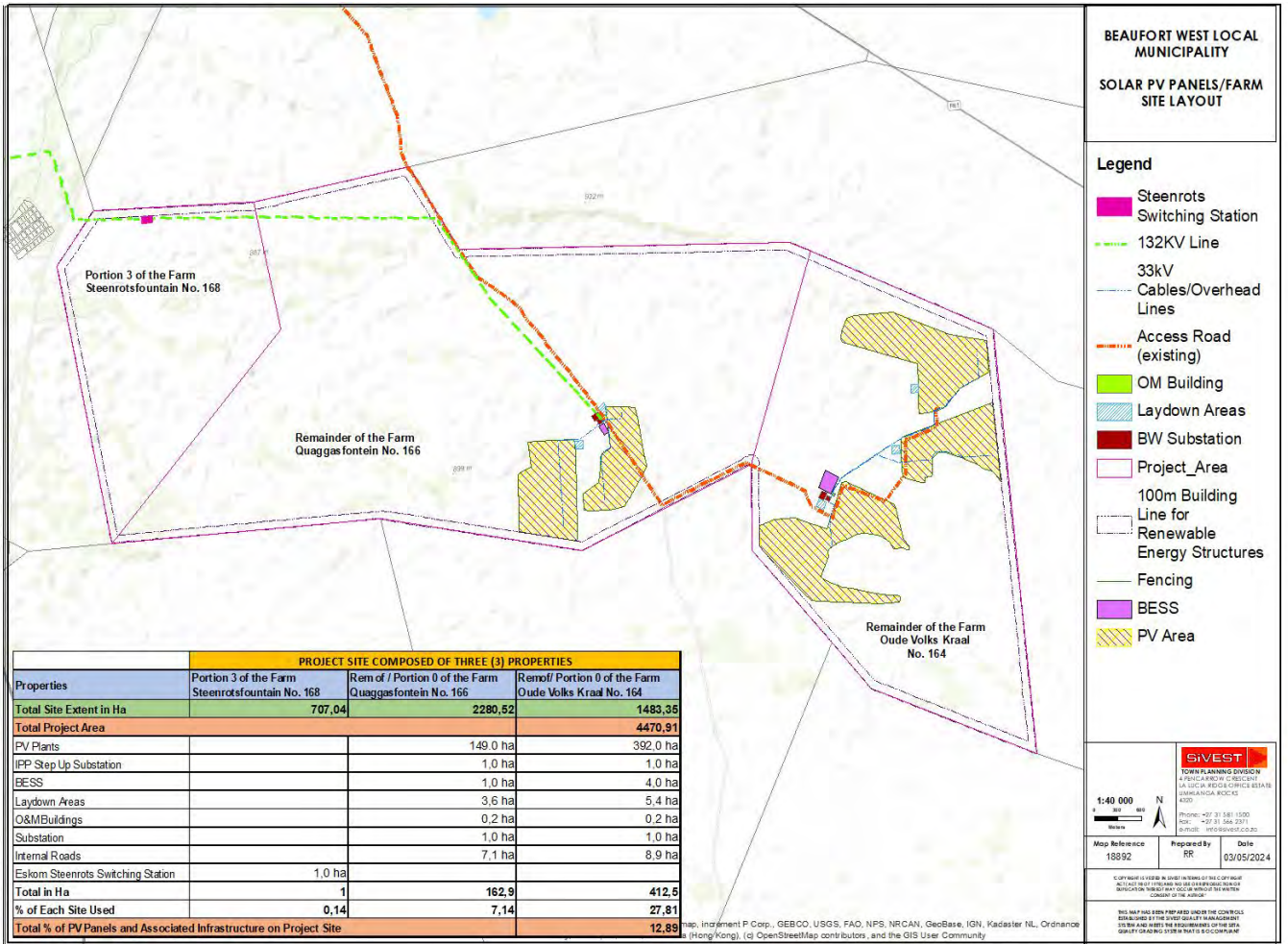
Table 6: Area Utilised by Solar PV Panels and associated Infrastructure.

Properties	Portion 3 of the Farm Steenrotsfontein No. 168	Rem of / Portion 0 of the Farm Quaggasfontein No. 166	Remof/ Portion 0 of the Farm Oude Volks Kraal No. 164
Total Site Extent in Ha	707.04	2280.52	1483.35
Total Project Area			4470.91
PV Plants		149.0 ha	392,0 ha
IPP Step Up Substation		1,0 ha	1,0 ha
BESS		1,0 ha	4,0 ha
Laydown Areas		3,6 ha	5,4 ha
O&M Buildings		0,2 ha	0,2 ha
Substation		1,0 ha	1,0 ha
Internal Roads		7,1 ha	8,9 ha
Eskom Steenrots Switching Station	1,0 ha		
Total in Ha	1	162.9	412.5
% of Each Site Used	0.14	7.14	27.81
Total % of PV Panels and Associated Infrastructure (%)			12.89

9.5. Map 3 gives an indication of the extent of the Solar PV Plant and associated Infrastructure, referred to as the Site Plan.

9.6. The site plan (to Scale) is Annexed as ‘F’: Site Plan

Map 3: Site Plan for Solar PV Plant



- As noted, the applicable NEMA processes have been concluded, and authorization has been received from Department of Forestry, Fisheries and the Environment (DFFE) under reference numbers: -
 - 14/16/12/3/3/1/2672 for the Beaufort West Grid and associated Infrastructure near Beaufort West in the Western Province.; and.
 - 14/16/12/3/3/1/2673 for the development of the Solar Photovoltaic (PV) Energy Facility (SEF) and associated infrastructure near Beaufort West in the Western Province.
- It should therefore be noted that all the required Environmental studies have been completed, and that the Site Layout as indicated in Map 3 (and **Annexed as 'G'**), is the very same Site Layout approved by DFFE, and has considered all environmental impacts.

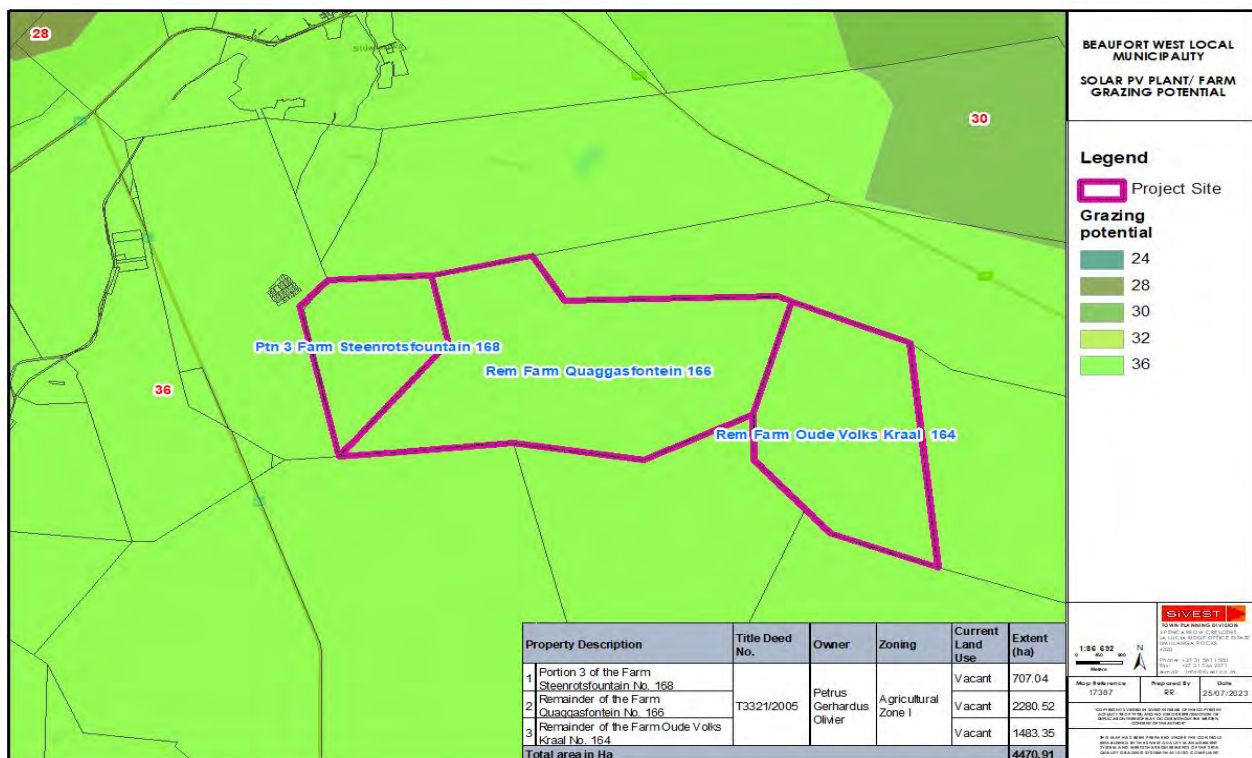
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10. AGRICULTURAL POTENTIAL

- 10.1. Regarding Agricultural Potential, as per the National Agricultural Atlas of SA (NDAGIS website), the applicant sites have No PAA (Protected Agricultural Areas) Rating.
- 10.2. The overall classification according to the National Agricultural Atlas of SA (NDAGIS website), indicates that the applicant sites **ONLY have Grazing Potential of thirty-Six (36)**, as per Map 4: Grazing potential.
- 10.3. It should be noted that at present there are no animals on the application sites nor the surrounding areas. The Applicant Sites are currently undeveloped and devoid of any animals or cultivation.

Map 4: Grazing Potential



- 10.4. As per the Agricultural Assessment Conducted as part of the DFFE submission (November 2022), Soil Scientist Johann Lanz, **Annexed as 'H'**, it was concluded that: -
- “The site has low agricultural potential and no dryland cropping potential predominantly because of aridity constraints but also because of soil constraints. As a result of the constraints, agricultural production is limited to low density grazing. The land across the site is verified in this assessment as being of low to medium agricultural sensitivity.”
 - The conclusion of this assessment is that the agricultural impact of the proposed development is acceptable because: -
 - it will occupy land that is of limited land capability, which is insufficient for crop production.

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- ii. The amount of agricultural land use by the development is within the allowable development limits prescribed by the agricultural protocol.
 - iii. The proposed development is within a REDZ, which is an area that has specifically been designated within South Africa for the prioritisation of renewable energy development.
 - iv. The PV panels will not necessarily totally exclude agricultural production.
 - v. All renewable energy development in South Africa decreases the need for coal power and thereby contributes to reducing the large agricultural impact that open cast coal mining has on highly productive agricultural land throughout the coal mining areas of the country.
- o To reiterate, it is the position of the applicant that when Solar PV Farm has run its course, the Solar PV structures will be dismantled and revert to Agriculture.

SECTION D: POLICY AND LEGISLATION

11. SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013

- 11.1.** One of the primary objectives of SPLUMA is to provide a framework for spatial planning and land use management to address past spatial and regulatory imbalances.
- 11.2.** SPLUMA contains 5 main development principles, which includes: -
- Spatial Justice.
 - Spatial Sustainability.
 - Spatial Resilience.
 - Spatial Efficiency.
 - Good Administration.
- 11.3.** This application complies with the land development principles (Chapter 2, SPLUMA, 2013) as referred to in section 42 of the Spatial Planning Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA).

Table 7: SPLUMA Principles

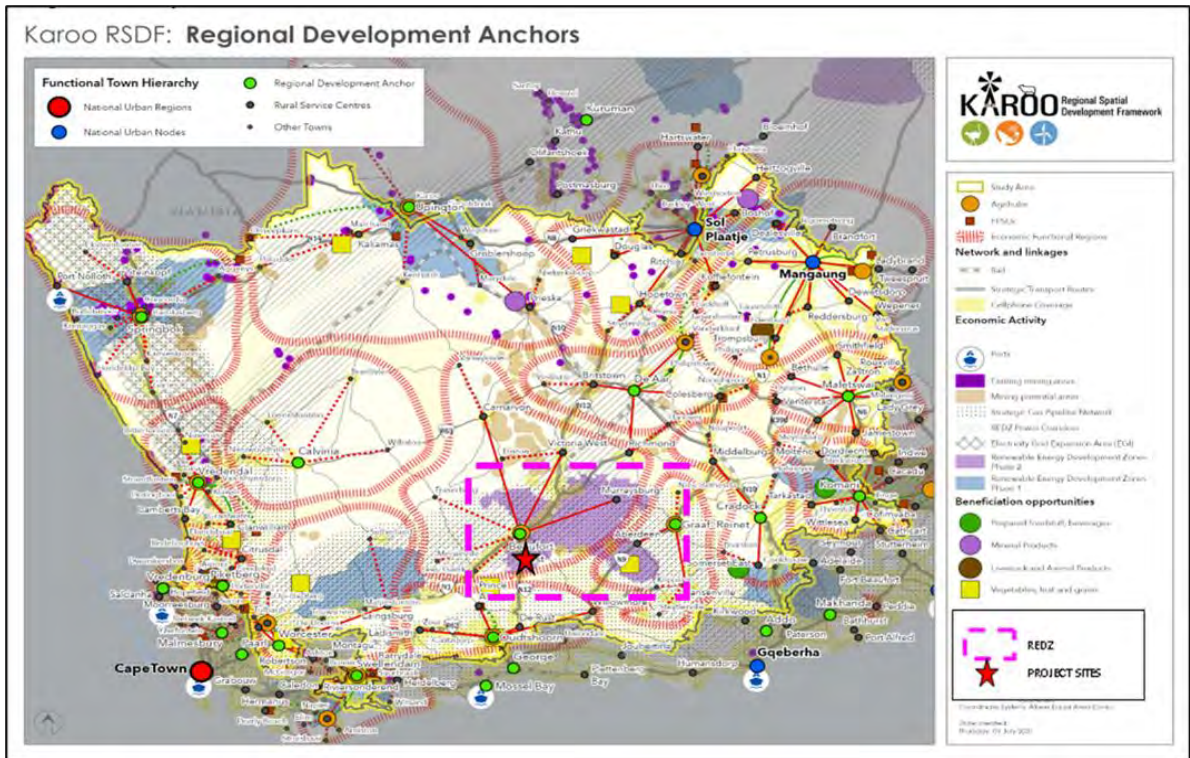
Development Principles	Consistency of proposal, aligned to Principles
Spatial Justice	<ul style="list-style-type: none"> • The proposed renewable plant is located in what is pre-determined as a REDZ zone, which zone has been identified for the location of renewable infrastructure. This aligns with the principle of locating land uses in a manner that aligns with the applicable regulatory framework. • Spatial Justice is about the equitable distribution and location of land uses, which historic land use practices (pre 1994) did not give appropriate

Development Principles	Consistency of proposal, aligned to Principles
	consideration to. The Solar Plant Facility will Generate Electricity, which can be beneficial to all.
Spatial Sustainability	<ul style="list-style-type: none"> • In order for land uses to be considered sustainable, they must align to a broader spatial strategy, which in this case, not only ids the property located in a REDZ zone, but the land use also aligns with the adopted spatial vision of the Municipality. • Furthermore, the proposed land use and development will not adversely impact on the area and is not out of character as it is proposed in an area that remains undeveloped and not identified for any meaningful agricultural purposes. • The Proposed development will contribute towards a more inclusive urban environment and provide a sustainable long-term solution for Electricity Provision, which is much needed not just locally but on a National Scale.
Spatial Resilience	<ul style="list-style-type: none"> • The proposed Development is in line with the Beaufort West Municipality SDF, and IDP, as well as aligned to the National Spatial Development Plan, all of which are underlying tenets of SPLUMA and should therefore be supported by the Municipality.
Spatial Efficiency	<ul style="list-style-type: none"> • Proposal makes use of natural elements (solar) and will have no adverse effects on existing infrastructure. • The proposed development will contribute to the meaningful utilisation of land for a much-needed land use.
Good Administration	<ul style="list-style-type: none"> • Importantly the Project Sites lies within in the identified REDZ and is therefore strategically located to support National Governments initiative in terms of driving Renewable Energy Production. Administratively, the procedure and approvals that have been secured by the Applicant are requirements in terms of other laws and all that is left as the final “development rights” process is the SPLUMA process, for which it is envisaged that the application will be processed and considered in an expedient and fair manner, given the energy crises that the country faces.

12. SPATIAL DIRECTIVES OF BEAUFORT WEST MUNICIPALITY

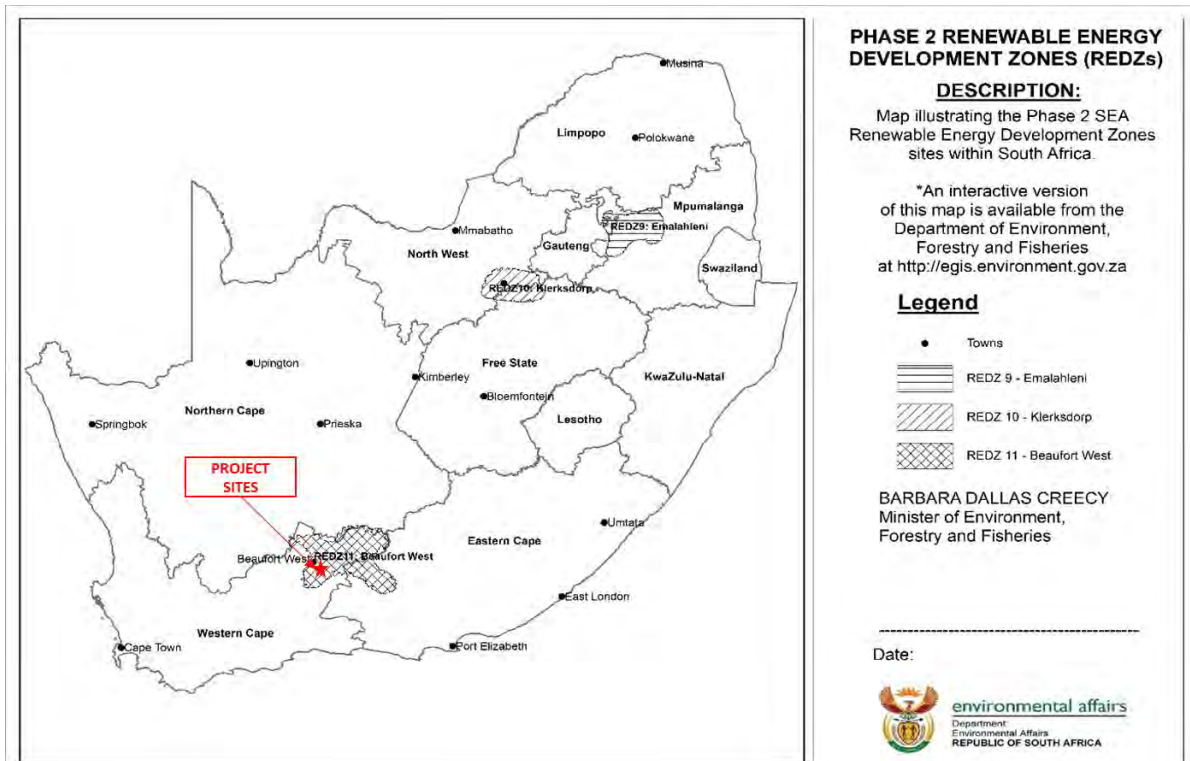
- 12.1. From a **National Perspective, the National Spatial Development Framework 2050** , makes a considerable effort in terms of identifying and Driving Renewable Energy Production.
- 12.2. Much of Beaufort West Municipality falls into a Renewable Energy Development Zone (REDZ) under phase 2 of national government's project to identify areas of strategic importance for large-scale wind and solar photovoltaic development.
- 12.3. The REDZ was gazetted on 26 February 2021 under Government Notice No. 142, 144 and 145 in Government Gazette No. 44191. This forms part of the REDZ Phase 2 and includes Beaufort West, as per Figure 2 in the succeeding page.
- 12.4. The **District Municipality**, being the Central Karoo District Municipality includes within their SDF, **the Renewable Energy Development Zone (REDZ)**. Figure 1 is taken from the Draft Beaufort West (Status Quo), SDF (2023), p9, and illustrates that the REDZ clearly covers the Beaufort West Area (Purple Blob over Beaufort West- outlined in pink dotted line).
- 12.5. The only approved **Spatial Development Framework (SDF)** on the Municipal Website was completed in 2013, and therefore cannot be considered relevant to the Municipality some 10 years later.
- 12.6. The only other available resource obtained from the Municipal Website that is seemingly more current is the Draft Beaufort West Local Municipality SDF (Status Quo Report), dated March 2023.
- 12.7. As per the Draft Beaufort West Local Municipality SDF (Status Quo Report), it would seem that the Beaufort Municipality has aligned itself to the National Spatial Development Framework: 2050 (NSDF) and recognizes Sub-theme three, which includes Renewable Energy. The extract below puts Renewable Energy within Beaufort West into context: -
- 'In the context of Beaufort West, shale gas extraction and renewable energy development zones have been identified as future potential industries. The spatial planning categories of the MSDF must make provision for the location and management of these activities, being clear where it is appropriate to accommodate them, and where such activities should not be accommodated included Renewable Energy' (Beaufort West SDF Draft (Status Quo)(2023): p7)*
- 12.8. The **Municipal Integrated Development Plan IDP** (2017-2022), makes note of the Energy Masterplan. Accordingly, the Municipality is aware of the current situation in South Africa (Rolling Blackouts, load shedding etc.) and has therefore initially opted to develop a Windfarm, which due to Aviation Regulations had to be halted. The Municipality has since decided to develop its own Solar PV Plant (75MW) (aligned to Aviation Regulations), at a similar location (somewhere within the vicinity of the N1 Highway). (Beaufort West (4th Generation IDP: 2017/2022, p. 119)
- 12.9. Based on the above, there can be no doubt that Renewable Energy Installations are necessary, desirable and considered a national priority.

Figure 1: Central Karoo District SDF (REDZ)



(Draft Beaufort West SDF: Status Quo (2023), p9)

Figure 2: REDZ Phase 2 9-11



(egis.environment.gov.za/redz: accessed on 25 Jul 23@11:24)

SECTION E: THE MOTIVATION

13. NEED AND DESIRABILITY

- 13.1.** South Africa is highly dependent on coal as an energy source; the fuel provides approximately 73% of primary energy and almost 90% of its energy comes from coal-fired power stations. (www.climatescorecard.org).
- 13.2.** According to the Ministry of Mineral Resources and Energy, South Africa's total domestic electricity generation capacity is 58,095 megawatts (MW) from all sources. Currently coal is by far the major energy source for South Africa, comprising around 80 percent of the country's energy mix, While coal may be the dominant source now, its share of total capacity is likely to decrease as more renewable generation comes online in the coming years.([Power Africa in South Africa | Power Africa | U.S. Agency for International Development \(usaid.gov\)](#)).
- 13.3.** The term 'load shedding' first started dominating the South African lexicon in 2007, and in 2021 (current day), loadshedding is still occurring. There is obviously a need to look at alternative Energy Sources, to support Electricity generation and Supply within South Africa.
- 13.4.** The potential of generating energy from sources other than oil, coal, and natural gas is an effort to mitigate against global climate change and provides an avenue for sustainability. Even ESKOM has started looking at alternative energy sources- other than coal, which includes Conventional Hydro Power, Nuclear, Pumped Storage Scheme, Solar Power, Wind power, Biomass Power and Wave Power. (www.eskom.co.za/about-eskom/about-electricity/electricity-technologies)
- 13.5.** Based on the above and in line with promoting sustainability, it should be noted that **alternative, cleaner and reliable energy provision is required** within the South African Context.
- 13.6.** It is therefore the intention of the Client to establish a Solar PV Plant/ Farm, which is a large-scale, ground-mounted solar installation that use photovoltaic (PV) panels or other means of collecting solar energy.

14. MOTIVATION AND CONCLUSION FOR THE CHANGE IN LAND USE

The factors in support of the proposed Solar PV Plant are as follows: -

- 14.1.** Government has recognized the need for alternative renewable energy sources. This type of a use is therefore aligned to national objectives.
- 14.2.** In so far as the agricultural potential and current use of the properties are concerned, it is clear that these properties are not intended for any purposeful or viable agricultural purposes

Prepared by	
Project No.	18892
Description	Beaufort West Town Planning and SALA application
Revision No.	02
Date:	14 May 2024



and are vacant and under-utilised.

- 14.3.** The applicant sites have **No PAA Rating** and are devoid of any Agricultural Activity and are only affected by the Grazing Potential (36), however there is **NO LIVESTOCK** present, within or near the applicant site.
- 14.4.** From a spatial and land use perspective, as per the Spatial Development Framework, the applicant sites are located within a REDZ area, and is therefore strategically located to support National Governments initiative in terms of driving Renewable Energy Production. Furthermore, the SDF has aligned itself to the NSDF and is geared to promote Renewable Energy production.
- 14.5.** From a Land Use Management Perspective, the properties are zoned Agricultural Zone 1 which zone permits **Renewable Energy Via a Consent Application**.
- 14.6.** In any Consent Application, the acid test is amenity interference, and it has been demonstrated, given the position, surrounding land uses, on site land uses and scale of the proposed Solar PV Plant, that it is inconceivable that any adverse impact to the amenity of the area may arise.
- 14.7.** Furthermore, the installation of the PV Panels will occupy use 576.4 Ha of the complete Project area, which properties are in total \pm 4470 Ha in extent. The Solar Panels and associated Infrastructure will occupy **less than 13% of the total area**.
- 14.8.** From a best practice perspective, it is submitted that there are no adverse impacts that will arise if Consent is granted for the use of the applicant sites as a Solar PV Plant. In fact, that the change in use has far greater value to add and exceedingly outweighs retaining these land parcels as fallow under-utilised parcels.
- 14.9.** From a National Perspective, the project site falls into a gazette REDZ area, which are areas of strategic importance identified for large-scale wind and **solar photovoltaic development**.
- 14.10.** The project site already enjoys approval from: -
- **DFFE**, under File Ref **14/16/12/3/3/1/2672** (for the Grid and associated Infrastructure) and File Ref: **14/16/12/3/3/1/2673** (for the development of the Solar Photovoltaic (PV) Energy Facility (SEF) and associated infrastructure)
 - **DALRRD** under AgriLand reference number: **2023_07_0127** for consent to use Agricultural land for the purposes of establishing a Solar PV Farm
 - **Western Cape Department of Agriculture, Land Use Management** under **File Ref: 20/9/2/3/1/037**, for consent to use the farms portions for the development of a Solar PV Farm.
- 14.11.** A preapplication meeting was concluded with the Beaufort West Municipality in October 2023. Said minutes are **Annexed as 'I'**, and all requested changes have been included within this motivation.
- 14.12.** Based on the above, it is the applicant's request that the application in terms of the provisions of Chapter 2, Section 11 of the Beaufort West Municipal Standard Zoning Scheme By-law

(2020) and in terms of section 15(2) (o), and 19(1) of the Beaufort West Municipality: By-law on Municipal Land Use Planning Notice No: 21/2019 **for Consent**, for the use of the in regards the following properties as Renewable Energy Structures: -

- Portion 3 of the Farm Steenrotsfontein No. 168;
- Remainder of the Farm Oude Volks Kraal No. 164; and
- Remainder of the Farm Quaggasfontein No. 166

BE APPROVED.



REENA RAMSARU

Pr Pln: A/2311/2016



KAVIRAJ SONI

Pr Pln: A/1143/1999

LIST OF ANNEXURES

- Annexure A: Power of Attorney, Title Deed, Conveyancers Certificate and Lease Agreements and Bond holders Consent.
- Annexure B: DFFE Environmental Authorisations/ Approvals
- Annexure C: DALRRD under Land reference number: 2023_07_0127.) and Western Cape Department of Agriculture, Land Use Management under File Ref: 20/9/2/3/1/037.
- Annexure D: Locality Plan
- Annexure E: Email Confirmation of Zoning from Municipality
- Annexure F: Extract from Zoning Scheme Bylaw (Beaufort West)
- Annexure G: Site Plan
- Annexure H: Agricultural Assessment
- Annexure I: Attendance Register, Pre-application Minutes and T1 Form



SiVEST Town & Regional Planning Division

4 Pencarrow Crescent, La Lucia Ridge Office Estate,
Umhlanga Rocks. 4320
KwaZulu-Natal, South Africa
PO Box 1899, Umhlanga Rocks. 4320
KwaZulu-Natal, South Africa

Tel +27 31 581 1500
Fax +27 31 566 2371
Email info@sivest.com
www.sivest.com

Contact Person: Kavi Soni
082 903 9824
Email: kavis@sivest.com
OR
Reena Ramsaru
067 045 6185
Email: reenar@sivest.com

Annexure A: Power of Attorney, Title Deeds, Conveyancers Certificates, Lease Agreement with associated SG Diagrams and Bond Holders Consent



POWER OF ATTORNEY


POWER OF ATTORNEY AND CONSENT

I, the undersigned, hereby confirm that -

1. I am the registered owner of the following properties: -
 - Portion 3 of the Farm Steenrotsfontein No. 168;
 - Remainder of the Farm Oude Volks Kraal No. 164; and
 - Remainder of the Farm Quaggasfontein No. 166.

2. I hereby grant Consent and Power of Attorney to Upgrade Energy Africa (Pty) LTD and its appointed service providers SiVEST SA (Pty) LTD, represented by Kaviraj Soni (ID Number 7212215039086) and Reena Ramsaru (ID Number 7604080002084), to prepare and submit the necessary land use applications to the Beaufort West Local Municipality and National Department of Agriculture, Land Reform and Rural Development (DALRRD) and any other relevant application/s as may be required for the use of the properties for the purposes of a solar farm and further, to apply for all necessary documents or undertake any necessary activities/actions/correspondence/applications in relation to the above as our lawfully appointed representatives.

Signed in **BEAUFORT WEST** on this **24th** Day Of **July** 2023

.....


Petrus Gerhardus Olivier, ID NO: number 760119 5077 084,



TITLE DEED

FOR PORTHEN ENDORSEMENT: 82
VIR VERDERE ENDORSEMENT: 82EN

S

293

MILLERS ING
BEACONHUIS
MEADESTRAAT 123
GEORGE
6530

Opgestel deur my

[Signature]
TRANSPORTBESORGER
Snyman T

FEE
R.....500,00.....

WOP

VERBIND	MORTGAGED
VIR FOR R 900 000,00	
B 000003923 / 2005	
20 JAN 2005	
<i>[Signature]</i> REGISTRATEUR/REGISTRAR	

Preference of usufruct waived i.f.o bond

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

T000003321 / 2005

MAGNUS DANIEL STEENKAMP

voor my verskyn het, REGISTRATEUR VAN AKTES, te KAAPSTAD, hy die genoemde komparant synde behoorlik daartoe gemagtig deur 'n Volmag aan hom verleen deur

JONATHAN NEL
Identiteitsnommer 410308 5048 08 8
en
MAGDALENA CATHARINA NEL
Identiteitsnommer 450127 0037 08 1
Getroud binne gemeenskap van goed met mekaar

geteken te Beaufort-Wes op 20 Oktober 2004


DATA / CHECKED
09 FEB 2005

DATA / VERIFY
10 FEB 2005
BOSHOFF

S

Landbank

wood

VERBIND		MORTGAGED	
VR		248 000,00	
FOR R		
B	009902/10	 REGISTRATEUR/REGISTRAR	
16 APR 2010			

For Information Only

En genoemde Komparant het verklaar dat sy prinsipaal, op 2 September 2004, waarlik en wettiglik verkoop by Privaat ooreenkoms, en dat hy, in sy voorgenoemde hoedanigheid hierby sedeer en transporteer aan en ten gunste van

PETRUS GERHARDUS OLIVIER
Identiteitsnommer 760119 5077 08 4
Getroud buite gemeenskap van goed

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes in volkome en vrye eiendom,

Para 50 1. RESTANT VAN DIE PLAAS QUAGGAS FONTEIN NR 166, IN DIE MUNISIPALITEIT EN AFDELING VAN BEAUFORT-WES, WES-KAAP PROVINSIE;

GROOT 2280,5207 (TWEЕ TWEЕ AGT NUL komma VYF TWEЕ NUL SEWE) Hektaar


AANVANKLIK OORGEDRA kragtens Grondbrief gedateer 1 November 1838 (Beaufort-Wes Erfpagte Boekdeel 3, Nr 1) met Kaart daarby aangeheg en gehou kragtens Transportakte Nr T29965/1979.

- A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr 11718 gedateer 22 Desember 1924.
- B. ONDERHEWIG VERDER, soos genoem in Transportakte Nr 2928 gedateer 5 Februarie 1965, aan die voorbehoud ten gunste van Izak Charl Verster, gebore op 1 Augustus 1891, van alle regte tot minerale en olie met uitsondering van goud, silwer en edelgesteentes ten opsigte van welke minerale en olie 'n Sertifikaat van Minerale Regte uitgereik is op 5 Februarie 1965, Nr 6/1965.

Para 51 2. GEDEELTE 3 (Gedeelte van Gedeelte 1) VAN DIE PLAAS STEENROTSFOUNTAIN NR 168, IN DIE MUNISIPALITEIT EN AFDELING VAN BEAUFORT-WES, WES-KAAP RPROVINSIE;

GROOT 707,0429 (SEWE NUL SEWE komma NUL VIER TWEЕ NEGE) Hektaar

AANVANKLIK OORGEDRA kragtens Transportakte Nr T380 gedateer 21 Junie 1859 met Kaart daarby aangeheg en gehou kragtens Transportakte Nr T29965/1979.

- A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T11718 gedateer 22 Desember 1924.
 - B. ONDERHEWIG VERDER, soos genoem in Transportakte Nr T2928 gedateer 5 Februarie 1965, aan die voorbehoud ten gunste van Izak Charl Verster, gebore op 1 Augustus 1891, van alle regte tot minerale en olie met uitsondering van goud, silwer en edelgesteentes ten opsigte van welke minerale en olie 'n Sertifikaat van Minerale Regte uitgereik is op 5 Februarie 1965, Nr 6/1965.
- 

3. RESTANT VAN DIE PLAAS OUDE VOLKS KRAAL NR 164, IN DIE MUNISIPALITEIT EN AFDELING VAN BEAUFORT-WES, WES-KAAP PROVINSIE;

Para 52

GROOT 1483,3541 (EEN VIER AGT DRIE komma DRIE VYF VIER EEN) Hektaar

AANVANKLIK OORGEDRA kragtens Grondbrief gedateer 29 Julie 1885 (Beaufort Wes Erfpagte Boekdeel 13, Nr 14) met Kaart daarby aangeheg en gehou kragtens Transportakte Nr T29965/1979.

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T11718 gedateer 22 Desember 1924;

B. ONDERHEWIG VERDER, soos genoem in Transportakte Nr T2928 gedateer 5 Februarie 1965, aan die voorbehoud ten gunste van Izak Charl Verster, gebore op 1 Augustus 1891, van alle regte tot minerale en olie met uitsondering van goud, silwer en edelgesteentes ten opsigte van welke minerale en olie 'n Sertifikaat van Minerale Regte uitgereik is op 5 Februarie 1965, Nr 6/1965.

For Information Only

WESHALWE die komparant afstand doen van al die regte en titel wat

**JONATHAN NEL en MAGDALENA CATHARINA NEL, Getroud
soos vermeld**

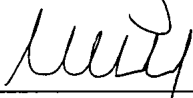
voorheen op genoemde eiendom gehad het, en gevolglik ook erken het dat hulle geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

PETRUS GERHARDUS OLIVIER, Getroud soos vermeld

sy Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hy dat die verkoopprijs die bedrag van R1 786 950,00 (Een Miljoen Sewe Honderd Ses en Tagtig Duisend Nege Honderd en Vyftig Rand) beloop.

TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die ampseël bekragtig het.

Onderteken, verly en met die ampseël bekragtig op die kantoor van die Registrateur van Aktes te Kaapstad op 20 January 2005 ~~2004~~



g.g.

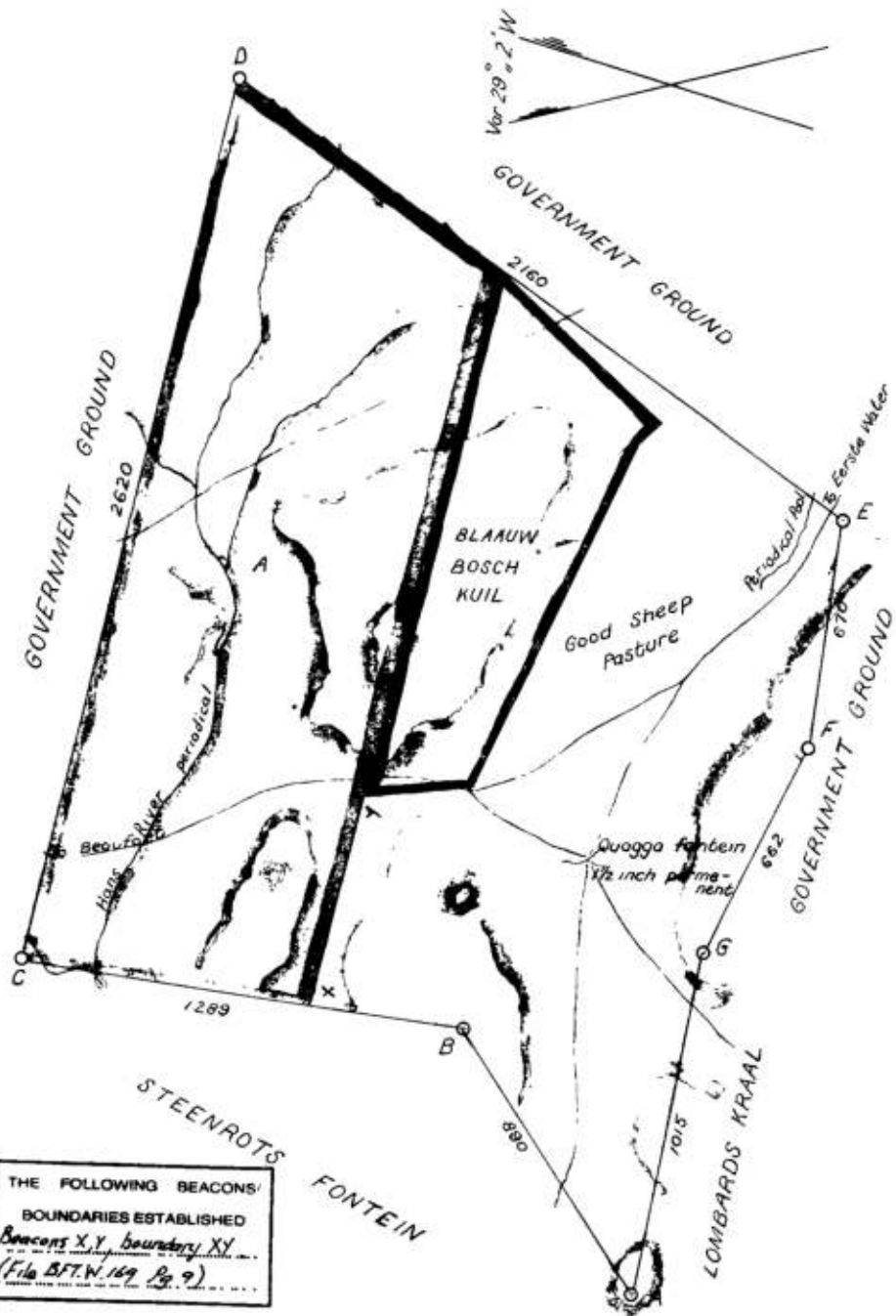
In my teenwoordigheid



REGISTRATEUR VAN AKTES



SG DIAGRAM



THE FARM ~~Quagga Fontein No 166~~
BEAUFORT-WEST

The annexed diagram from A to G represents the place called Quagga Fontein situated in the Field Cornetcy of J.G. Moske Gouph, and District of Beaufort contains 7398 Morgens is

Bounded North, South and East by Government Ground.

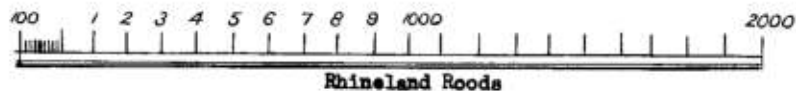
West by Steenrots fontein and

S.W. by Lombards Kraal.

Measured October 1833 by me, for Marthinus Johannus Weeber.

(Sgd.) C.G. Oohse,
Land Surveyor.

THE FOLLOWING BEACONS' BOUNDARIES ESTABLISHED
Beacons X.Y. boundary XY
(File BFT.W. 169 Pg. 9)



Adapted from diagram of 1833
Title Bft.W Q 3.1
dated 1.11.1838
27.9.1966

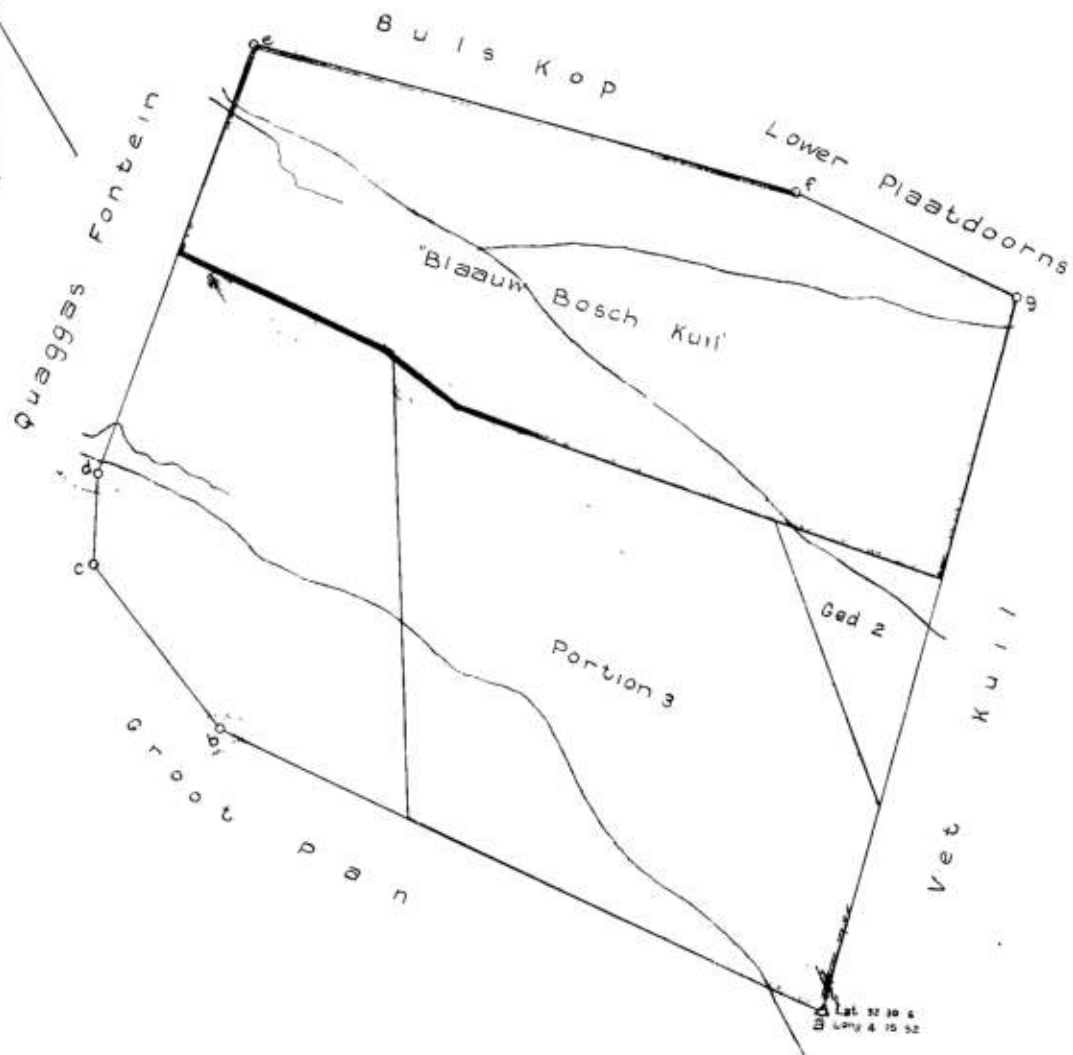
SHEET CL - 4, 4CA

Book of diagram

Farm 167
1965

THE FOLLOWING DEDUCTIBLE					
Survey Records	Diag. No.	Subdivision	Area.		Deed.
		Portion A	3760	365	1859.29.377
		Blaauw Bosch Kuit	974	532	1903.167.11577

The numerical data of this diagram are sufficiently consistent.
 (Sgd.) L. Marquard,
 Examiner.



SIDES		SIDES		ANGLES	
	C.Roods		Eng. Ft.		o ' "
AB	1956.42	AB	24251.79	A	81. 2.30
BC	604.93	BC	7498.68	B	152.14.40
CD	270.63	CD	3354.70	C	141.21.20
DE	1344.78	DE	16669.84	D	160.21.30
EF	1657.02	EF	20540.44	E	95.13.50
FG	721.39	FG	8942.40	F	170.22.50
GA	2156.68	GA	26734.18	G	99.23.20

Area Eng. Mea. 17436.68 Acres

THE FARM Oude Volks Kraal No. 104
 BEAUFORT-WEST

The diagram colored yellow represents 8238 Morgen 175 Square Rods of Crown Land being the farm called OUDE VOLKS KRAAL situated in the Fieldcornetcy of Ward Beaufort, division of Beaufort.

Extending North to Buls Kop & Lower Plaatdoorns
 South to Groot Pan
 East to Vetkuil
 West to Quaggas fontein

Framed from actual survey,
 (Sgd.) J.A. Thwaits,
 Govt. Surveyor.

Scale: 100 0 1 2 3 4 1000 1500 2000 Cape Rods.

Beacons shown to G.J. Du Toit Fieldcornet.

Sheet CL-4

Copied from diagram relating to Title Bf.W.Q.13

29.7.1885

19.11.1963

MW/MF

			Morg.	Sq.Rds.	
Farm 165		Blaauw Bosch Kuil	3364	150	1903-167-11577
Part 2	E630/49 2092/49	Gedeelte 2	297.6691	-	18934-1949
• 3	E1761/54 9068/54	Portion 3	2844.5586	-	17430-1955

[Handwritten signature]
[Handwritten initials]



CONVEYANCERS CERTIFICATE

CONVEYANCER'S CERTIFICATE

I,

DANIEL SAREL DU TOIT
CONVEYANCER (LPC number 18322)

hereby certify that a search was conducted in the records of the Deeds Registry, Cape Town regarding the following properties and title deeds, including both current and pivot deeds transfer, namely:

1. T 3321/2005 dated 20 January 2005
2. Title Deed (Partition) No. 11718 dated 22 December 1924 [PIVOT]
3. T2891/1903 dated 6 March 1903
4. T2890/1903 dated 6 March 1903
5. T391/1859/1859 dated 21 June 1859
6. T4131/1859 dated 25 February 1859

In respect of:

The Remaining Extent of the farm OUDE VOLKS KRAAL 164, Registration Division Beaufort West RD, Western Cape Province.

In respect of which it was found that there are no restrictive conditions registered against such property which prevents the rezoning for purposes of a solar PV project.

LIST OF RESTRICTIVE TITLE CONDITIONS (if applicable)		
Deeds No	Clause No	Description
N/A		




PROCESS OF REMOVAL OF CONDITION (Appropriate method marked with a x)			
Removal/suspension /amendment of restrictions	Notarial Deed of Cancellation	Consent by Municipality	Rule Nisi application

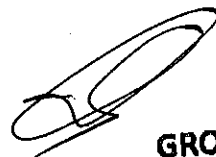
The following mortgage bonds are currently registered over the subject property:

Bond No	Mortgagor	Amount
B3923/2005	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R900 000.00
B9902/2010	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R248 000.00

Signed at Rustenburg on the 19TH day of December 2023.

Signature: 

Kindly endorse certificate by affixing firm's official stamp here and initialing it.



GROBLER LEVIN SOONIUS INC
 Cnr. Brink & Beyers Naudé Drive
 P.O. Box 20363, Protea Park 0305
 Docex 3, Rustenburg
 014 597 9900



CONVEYANCER'S CERTIFICATE

I,

DANIEL SAREL DU TOIT
CONVEYANCER (LPC number 18322)

hereby certify that a search was conducted in the records of the Deeds Registry, Cape Town regarding the following properties and title deeds, including both current and pivot deeds transfer, namely:

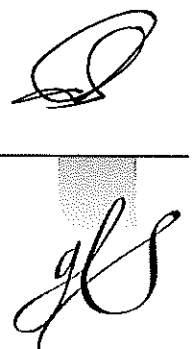
1. T 3321/2005 dated 20 January 2005
2. Title Deed (Partition) No. 11718 dated 22 December 1924 [PIVOT]
3. T2891/1903 dated 6 March 1903
4. T2890/1903 dated 6 March 1903
5. T391/1859/1859 dated 21 June 1859
6. T4131/1859 dated 25 February 1859

In respect of:

The Remaining Extent of the farm QUAGGAS FONTEIN 166, Registration Division Beaufort West RD, Western Cape Province.

In respect of which it was found that there are no restrictive conditions registered against such property which prevents the rezoning for purposes of a solar PV project.

LIST OF RESTRICTIVE TITLE CONDITIONS (if applicable)		
Deeds No	Clause No	Description
N/A		



PROCESS OF REMOVAL OF CONDITION (Appropriate method marked with a x)			
Removal/suspension /amendment of restrictions	Notarial Deed of Cancellation	Consent by Municipality	Rule Nisi application

The following mortgage bonds are currently registered over the subject property:

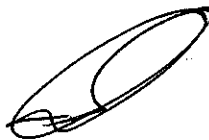
Bond No	Mortgagor	Amount
B3923/2005	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R900 000.00
B9902/2010	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R248 000.00

Signed at Rustenburg on the 19th day of December 2023.

Signature: 

Kindly endorse certificate by affixing firm's official stamp here and initialing it.

GROBLER LEVIN SOONIUS INC
 Cnr. Brink & Beyers Naudé Drive
 P.O. Box 20363, Protea Park 0305
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 014 597 9900



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 P.O. Box 20363, Protea Park 0305
 Docex 3, Rustenburg
 014 597 9900



CONVEYANCER'S CERTIFICATE

I,

DANIEL SAREL DU TOIT
CONVEYANCER (LPC number 18322)

hereby certify that a search was conducted in the records of the Deeds Registry, Cape Town regarding the following properties and title deeds, including both current and pivot deeds transfer, namely:


1. T 3321/2005 dated 20 January 2005
2. Title Deed (Partition) No. 11718 dated 22 December 1924 [PIVOT]
3. T2891/1903 dated 6 March 1903
4. T2890/1903 dated 6 March 1903
5. T391/1859/1859 dated 21 June 1859
6. T4131/1859 dated 25 February 1859

In respect of:

Portion 3 (a portion of portion 1) of the farm STEENROTSFOUNTAIN 168, Registration Division Beaufort West RD, Western Cape Province.

In respect of which it was found that there are no restrictive conditions registered against such property which prevents the rezoning for purposes of a solar PV project.

LIST OF RESTRICTIVE TITLE CONDITIONS (if applicable)		
Deeds No	Clause No	Description
N/A		



PROCESS OF REMOVAL OF CONDITION (Appropriate method marked with a x)			
Removal/suspension /amendment of restrictions	Notarial Deed of Cancellation	Consent by Municipality	Rule Nisi application

The following mortgage bonds are currently registered over the subject property:

Bond No	Mortgagor	Amount
B3923/2005	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R900 000.00
B9902/2010	Land & Landbou Ontwikkelingsbank van Suid-Afrika	R248 000.00

Signed at Rustenburg on the 19TH day of December 2023.

Signature: 

Kindly endorse certificate by affixing firm's official stamp here and initialing it.

GROBLER LEVIN SOONIUS INC
 Cnr. Brink & Beyers Naudé Drive
 P.O. Box 20363, Protea Park 0305
 Dqcx 3, Rustenburg
 014 597 9900





LEASE AGREEMENTS



Date: 18/01/2024

Our Reference: 9401330835

TREVOR ANDREW NAIR
E-mail: TREVOR@UPGRADE-ENERGY.COM
61 BADRUDEEN ROAD
NORTHDAL
PIETERMARITZBURG
3201

RE: Amendment to Company Information

Company Number: 2013/136921/07

Company Name: BEAUFORT WEST SOLAR PV ENERGY FACILITY (PTY) LTD

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 18/01/2024.

The COR15.2 was accepted and placed on file.

The name was changed from
BEAUFORT WEST GRID COMPANY to BEAUFORT WEST SOLAR PV ENERGY FACILITY.

Yours truly

Commissioner: CIPC

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za





**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION
REPUBLIC OF SOUTH AFRICA**

Form COR14.3 - Amended Registration Certificate

Effective date: 18/01/2024
Print date: 18/01/2024
Customer code: ABQINP
Tracking number: 9401330835

Concerning:

BEAUFORT WEST SOLAR PV ENERGY FACILITY (PTY) LTD 2013/136921/07

The above company has filed an amendment of its Memorandum of Incorporation in terms of section 16 of the Companies Act, 2008, changing the company name from
BEAUFORT WEST GRID COMPANY
to BEAUFORT WEST SOLAR PV ENERGY FACILITY (PTY) LTD.

In accordance with the Notice of Amendment of the Memorandum of Incorporation, the change of the company name takes effect on 18/01/2024.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

Commissioner: CIPC



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Thursday, January 18, 2024 12:59
Certificate of Confirmation**



Registration number **2013 / 136921 / 07**

Enterprise Name **BEAUFORT WEST SOLAR PV ENERGY FACILITY (PTY) LTD**

Enterprise Shortened Name **None provided.**

Enterprise Translated Name **None provided.**

Registration Date **08/08/2013**

Business Start Date **08/08/2013**

Enterprise Type **Private Company**

Enterprise Status **In Business**

Financial year end **February**

Main Business/Main Object

Postal address **ERF 2827
BOTRIVIER LANDGOED
WESTERN CAPE
7185**

Address of registered office **ERF 2827
BOTRIVIER LANDGOED
WESTERN CAPE
7185**



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Thursday, January 18, 2024 12:59
Certificate of Confirmation**



Registration number **2013/136921/07**
Enterprise Name **BEAUFORT WEST SOLAR PV ENERGY FACILITY (PTY) LTD**

Name
Postal Address

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
VERMEIRE, RAF DENISE J	ES984073	Director	03/03/2023	Postal: 100, CIRCUSSTRAAT, BRUSSELS BELGIUM, 1000 Residential: 100, CIRCUSSTRAAT, BRUSSELS BELGIUM, 1000
VISAGIE, JAN ABRAHAM	6908025284082	Director	01/12/2023	Postal: Erf 2822, Botrivier, Langoed, Beaufort West, Western Cape, 7185 Residential: Erf 2822, Botrivier, Langoed, Beaufort West, Western Cape, 7185



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NOTARIAL DEED OF LEASE

The Undersigned declare that they will appear in accordance with the undertakings in the Option agreement before the Notary Public by lawful authority, duly sworn and admitted, practicing at 15th Floor, Convention Tower, Heerengracht Street, Foreshore, Cape Town, 8001 South Africa, Republic of South Africa, in order to the present agreement to be notarized and registered.

BETWEEN

PETRUS GERHARDUS OLIVIER, Identity number 760119 5077 08 4,

Who, together with his successors-in-title and assigns is hereinafter referred to as the "Lessor");

AND

BEAUFORT WEST SOLAR COMPANY 1(Proprietary) Limited, registration number 2013/137312/07, a special project company, Represented by Jan Abraham Visagie, being duly authorized thereto under and by virtue of a power of attorney executed at **Beaufort West** on **26 September 2017**

(which company, together with its successor/s-in-title and assign/s is hereinafter referred to as the "**Lessee**");

WHEREAS



A The Lessor is the registered owner of the following property, namely:
Remainder of the Farm QUAGGAS FONTEIN No: 166, Beaufort West RD, Northern Cape Province, in extent of 2280,5207 hectares,

Held by deed of transfer no **T000003321/2005**, As shown on the diagram attached hereto as Annex A, (The "**Property**")

B The Lessor intends to let, and the Lessee intends to hire from the Lessor, the Property.

C The Parties desire to record their agreement in writing.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Interpretation**

1.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

1.1.1 **"Annex"** means an annex to this Agreement;

1.1.2 **"Business Day"** Means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.3 **"Commencement Date"** Means the date of commencement of actual construction of the PV Power Plant;

1.1.4 **"Construction"** Means the process of constructing the PV Power Plant on the Property (and includes any step of such process). For the avoidance of doubt, this excludes the construction of measuring equipment and/or roads on the Property;



(and no review is pending in respect of any such consents), with such conditions as may be acceptable to the Lessee in its sole discretion;

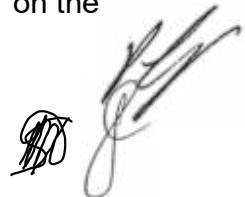
1.1.7.3 all real rights (including servitudes) over all land to be traversed by the PV Power Plant's connection line, for the purposes of that traversal, have been granted and registered (if applicable), upon such terms and conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.4 the Lessee has been granted a Generation license in terms of the Electricity Regulation Act (No 4 of 2006) (as amended), with such conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.5 all Project Agreements have been Concluded by all relevant parties thereto, upon such terms and conditions as may be acceptable to the Lessee in its sole discretion; as advised in writing by the Lessee to the Lessor, or such earlier date as advised in writing by the Lessee to the Lessor;

1.1.8 **"Improvements"** means all buildings, installations, Fences, irrigation works, structures, dams and roads on the Property, together with any integral machinery which forms part of a forgoing;

1.1.9 **"Initial Period"** means a period of 5 years commencing on the Date of Signature;

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- 1.1.10 **"IPP RFP 2011"** means the request for qualification and proposals for new generation capacity under the IPP procurement programme released by the Department of Energy on 3 August 2011 under tender no DOE/001/2011/2012 (as amended from time to time);
- 1.1.11 **"Lease"** means the notarial deed of lease set out in this document, as amended from time to time, together with the Annexes, as amended from time to time;
- 1.1.12 **"Parties"** means the Lessor and the Lessee, and **"Party"** means any one of them as the context may indicate;
- 1.1.13 **"Plant Commissioning Date"** means the date of completion of Commissioning of the PV Power Plant, as advised by the Lessee in writing to the Lessor;
- 1.1.14 **"Project"** means all activities related or ancillary to the Construction and operation of the PV Power Plant on the Property;
- 1.1.15 **"Project Agreements"** means the power purchase agreement, the implementation agreement, the direct agreement and the connection agreements relating to the Project;
- 1.1.16 **"Property"** means the property described under "A" in the preamble together with any improvements thereon;

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- 1.1.17 **"PV Module"** mean a packaged, interconnected assembly of solar cells;
- 1.1.18 **"PV Power Plant"** means a photovoltaic power plant with an installed capacity of a minimum of 75 **MW**, which is fully operational and is generating with the Electricity in accordance with the Lessee's minimum requirements, to be constructed on the Property;
- 1.1.19 **"R" or "Rand"** means South African Rand, the official Currency in the Republic of South Africa;
- 1.1.20 **"BWSC3"** means **BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited Registration Number 2013/139638/07**, a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.21 **"BWSC2"** means **BEAUFORT WEST SOLAR COMPANY 2 (Proprietary) Limited Registration Number 2013/139555/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.22 **"BWSC1"** means **BEAUFORT WEST SOLAR COMPANY 1 (Proprietary) Limited Registration Number 2013/137312/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.23 **"BWGC"** means **Beaufort West Grid Company (Proprietary) Limited Registration Number 2013/136921/07** a private company with limited

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liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;

- 1.1.24 **"Statistics South Africa"** means Statistics South Africa as Contemplated in section 4 of the Statistics Act, Act 66 of 1976;
- 1.1.25 **"Studies"** means all the studies (including assessments, and geological and other survey) to be conducted by the Lessee on the Property, which the Lessee deems necessary and/or required for the purposes of the Project and the preparation thereof;
- 1.1.26 **"VAT"** Means value-added tax, levied in terms of the Value-added Tax Act, 89 of 1991.

1.2 In the Agreement

- 1.2.1 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.2.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and *vice versa*;
- 1.2.3 any schedules or addenda to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedule or addendum;
- 1.2.4 where the day upon or by which any act is required to be performed falls on a day which is not a Business Day, then the relevant date for performance shall be the next succeeding Business Day;

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- 1.2.5 where any term is defined within the context of any particular clause in this Agreement, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in 1.1;
- 1.2.6 any provision in this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction; and
- 1.2.7 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 1.3 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will 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 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement, shall not apply.

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2. **Commencement and Duration**

2.1 This Agreement shall be effective from the Date of Signature and shall endure for a period of [25] years from the Commencement Date (subject to 2.3), unless this Agreement is terminated earlier in accordance with its provisions.

2.2 With effect from the Signature Date, the Lessor grants the Lessee the right to access the Property at such times as the Lessee may claim necessary or desirable for the purposes set out in 5.1.

2.3 With effect from the Commencement Date, the Lessor lets to the Lessee, which hires from the Lessor, the Property for a period of [25] years from the Commencement Date, unless this Agreement is terminated earlier in accordance with its provisions.

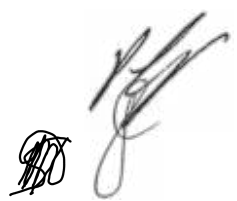
3. **Rental and Other Payments**

3.1 **Initial Period**

During the Initial Period and until the Plant Commissioning Date, the Lessee shall pay to the Lessor a monthly rental of R2 500 (excluding VAT) in consideration for the rights granted by the Lessor. The amounts shall be payable monthly in advance by the 3rd Business Day of the first month.

3.2 **Plant Commissioning Date**

3.2.1 With effect from the first day of the month preceding the Plant Commissioning Date, the Lessee shall pay to the Lessor an annual rental equal to the number of hectares used by BWSC1 of the Property multiplied by R10 000 (excluding VAT).

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3.2.2 The hectares used by BWSC1 are calculated on the surface fenced according to clause 5.3.7. or, in the absence thereof, the surface on which the PV panels and electricity or other cabins are installed.

3.3 **Payment Terms**

3.3.1 Rental is payable at the beginning of each year concerned.

3.3.2 The Lessee shall be obliged to make all payments in terms of this Agreement by way of electronic transfer into such bank account as the Lessor may nominate in writing from time to time.

3.3.3 The Parties agree that the rental under clause 3.2. is subject to an increase of 5% a year.

4. **Addition Charges**

In addition to paying the rental, the Lessee shall pay the costs of electricity, and water, consumed by the Lessee and/or in relation to the Project on the Property at the rate charged by any third-party supplier of water and/or electricity to the Lessor in whose name the consumption accounts (if any) will remain. These costs shall be refunded to the Lessor in arrears upon the Lessee receiving a copy of the statement of the third-party supplier, reflecting the consumption by the Lessee.

5. **Use of Property**

5.1 The Lessor hereby grants to the Lessee, with effect from the Signature Date, the right to access the Property as such times as the Lessee may deem necessary or desirable for the purposes of conducting the Studies, and/or to bring onto the Property, erect and use all equipment required for the Studies.

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- 5.2 The Lessor hereby grants to the Lessee, with effect from the Commencement Date, the exclusive right to pursue and perform all activities on the Property relating to the conducting of the Project.
- 5.3 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall be entitled to:
- 5.3.1 erect PV Modules and install, operate and maintain all electrical and other installations relating to the PV Power Plant on the Property in accordance with the applicable laws, by-laws and regulations;
 - 5.3.2 dig trial pits;
 - 5.3.3 fell trees that would interrupt or otherwise negatively affect the development, construction and/or operation of the PV Power Plant;
 - 5.3.4 construct any roads over the Property which, in the opinion of the Lessee, are necessary and/or desirable for the successful commissioning and operation of the PV Power Plant;
 - 5.3.5 design and erect an appropriate linkage to the national electricity grid which shall include the installation of transmission lines and which may include the erection of an electricity substation, a control room and stores facility;
 - 5.3.6 install, erect or construct any other facility or equipment necessary, in the discretion of the Lessee, for the successful commissioning, operation and protection of the PV Power Plant;
 - 5.3.7 construct any fencing on the Property necessary to protect any PV Modules or other equipment constructed, installed and/or erected by or on behalf of the Lessee on the Property;

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- 5.3.8 erect signs on the Property, including signs advising that the Lessee is erecting PV Modules and/or other equipment relating to the PV Power Plant on the Property, and identifying all such PV Modules and/or other equipment on the Property as the property of the Lessee;
- 5.3.9 make any modifications and/or improvements to any of the items contemplated in 5.1 to 5.3.8, which the Lessee may consider necessary and/or desirable;
- 5.3.10 do such other things necessary or convenient for the proper enjoyment of the right to generate electricity on the Property and/or lead, convey or transmit electricity across the Property; and
- 5.3.11 Enter and exit the Property as and when the Lessee deems fit (provided that any representatives, employees, agents or sub-contractors of the Lessee are clearly and visibly authorized by the Lessee to enter the Property).
- 5.4 Subject to 12.3, all costs in connection with the activities contemplated in 5.1 and 5.2 shall be borne by the Lessee.
- 5.5 The Lessee shall not use the Property for any purpose other than as permitted in terms of this Agreement.
- 5.6 It is recorded that BWSC1 (or their respective successors-in title or assigns) and its affiliated companies BWSC2 and BWSC3 and BWSGC intend to construct and operate PV power plants and an electricity substation on properties adjacent to the Property and that real rights (including servitudes) against the Property shall be granted and registered for the purposes of the traversal of such PV power plants' connection lines to a common substation.
- 5.6.1 The Lessor, as owner of the Property, hereby agrees and undertakes to register perpetual servitudes of electric power transmission over the Property in favor of BWSC3, BWGC, BWSC2 and BWSC1 (and their

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respective successors-in title or assigns) (the "**Servitudes**"). The Servitudes shall be binding upon the heirs, administrators, assigns or successors in title of the Lessor, as owner of the Property. The Lessor hereby undertakes to sign all such documents, and to do all such other things which may be necessary and/or required for the due execution and registration of the Servitudes.

5.6.2 The Lessee, as leaseholder in terms of this Agreement, hereby agrees and consents to the registration of the Servitudes, and undertakes not to impede upon the rights of BWSC3 and/or BWSC2, BWSC1 and BWGC under the Servitudes, or to interfere with the undisturbed exercise of such rights. The provisions of this 5.6. shall constitute a *stipulation alteri* in favor BWSC2, BWSC3 and BWGC (and their respective successors-in-title and assigns), the benefits of which may be accepted at any time.

5.7 The Lessor (nor any of its affiliates) shall, at any time during this Agreement, and for a period of 24 month after termination of this Agreement for whatever reason, make or accept any offers of a similar nature from any competitor of the Lessee (or its shareholders) by or under any agreement, without the prior written consent of the Lessee.

5.8 The Lessor hereby grants to the Lessee a power of attorney to enable it to make submissions and application at any time during the term of this Agreement, on the Lessor's behalf, for any authorizations, licenses, permits, approvals which may be necessary in respect of the Property under the provisions of any law for conducting the Project. In addition to granting this power of attorney, the Lessor undertakes to sign all and any documents required by any authority under the provisions of any law, before the required authority, licence, permit, approval, consent application or rezoning can be granted in respect of the Property.

5.9 Upon the expiration or termination of this Agreement for any reason other than a cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled and obliged, within [12] months at its

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own cost decommission the PV Power Plant, to demolish and remove all installations made or erected by the Lessee on the Property and return the Property to the Lessor in good order, fair wear and tear accepted, subject to the following:

- 5.9.1 the Lessee may, in its discretion, elect to leave on the Property the electrical lines and all underground installations, provided that the Lessee shall be obliged to remove all foundations up to a depth of at least one meter and to fill all excavations in such a way that the agricultural land use potential is restored and rehabilitated using only vegetation indigenous to the area concerned; and
- 5.9.2 the Lessor may notify the Lessee in writing that it wishes to keep the access road structures for his own use after termination of this Agreement which election shall be communicated to the Lessee in writing within 10 Business Days after termination, in which event the Lessee shall not be obliged to remove the access road structures and the Lessor shall not have a claim against the Lessee in this regard whatsoever.
- 5.10 Upon the cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled (but not obliged to) within [12] months at its own cost decommission the PV Power Plant, and to demolish and remove all installations made or erected by the Lessee on the Property.

6. **Accession**

- 6.1 All equipment and/or other installations ("**Assets**"), whether for Studies or the Project, constructed, erected, used, based, installed or affixed to Property by the Lessee is intended to remain on the Property only for so long as the Agreement is in force and shall not accede to the Property. Such equipment and/or other installations shall, notwithstanding that it may be of a fixed or permanent nature, shall remain the property of the Lessee.

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6.2 The Lessor hereby irrevocably waives in favor of the Lessee and/or any creditor of the Lessee the Lessor's hypothec over the any of the Assets. The Lessor acknowledges and agrees that it understands the meaning and effect of the waiver contemplated herein. The provisions of this 6.2 shall constitute a *stipulatio alteri* in favor of any creditor of the Lessee, the benefits of which may be accepted at any time and in any manner.

7. **Occupation**

Occupation of the Property shall be given to the Lessee on the Date of Signature, subject to the Lessor's rights to continued occupation and farming activities in terms of 14.

8. **Compliance**

The Lessee shall materially comply with all law, bylaw, ordinance, proclamation or statutory regulation or any condition of any licence or permit relating to or affecting the occupation and use of the Property by the Lessee, and any title deed conditions pertaining to the Property.

9. **Subletting and assignment**

9.1 The Lessee shall at any time be entitled:

9.1.1 to sublet the Property (or portions thereof) to any third party;

9.1.2 to cede all or any of its rights (whether as security or otherwise}, and/or delegate all or any of its obligations in terms of this Agreement, to any third party; and/or

9.1.3 to register, or procure the registration of, a mortgage bond and/or any other security against this Lease in favor of any third party;

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Provided that written notification of such subletting, cession and/or delegation, or registration of a mortgage bond or any other security is provided to the Lessor.

9.2 It is expressly agreed that no further consent from the Lessor shall be necessary in order to fully effect the subletting, and/or cession and delegation, or the registration of a mortgage bond and/or other any security against this Lease, as contemplated in 9.1. The Lessor shall sign all such documents as may be necessary and/or required in order to effect any such cession and/or delegation, or any such registration of a mortgage bond and/or other security against this Lease (including the perfection, or enforcement of any right under, such mortgage bond or other security}, and hereby irrevocably authorizes the Lessee to sign any such documents on behalf of the Lessor.

10. **Insurance**

10.1 The Lessee shall, by no later than the Commencement Date, take out insurance for, and pay all insurance premiums relating to, the PV Modules and all improvements on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property. The Lessee shall, in its sole discretion, determine the extent of the risks to be insured from time to time.

10.2 The Lessee shall, by no later than the Commencement Date, at its own cost procure public liability insurance cover in respect of any damages sustained by any person on, in or about the Property arising out of the Lessee's Project for an amount of not less than R10 000 000 in respect of any one claim.

10.3 The Lessor may, in his discretion, shall take out insurance for, and pay all insurance premiums relating to, the Property and all Improvements thereon (excluding any improvements relating to equipment and installations on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property).

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11 **Maintenance of the Property**

11.1 The Lessor shall be responsible for the maintenance of the Property excluding the maintenance of the PV Modules, the equipment and roads installed or built by the Lessee for purposes of the Project on the Property.

11.2 The Lessor shall install and maintain firebreaks on the Property to the extent the Lessee deems necessary for the protection of the PV Power Plant and any other infrastructure and/or installations on the Property relating to, or required for the operation of, the PV Modules and/or for the transmission of electricity.

12 **Lessor's further obligations**

12.1 Notwithstanding anything contained in this Agreement, the Lessor shall not do anything, or omit doing anything, or allow any act or omission by a third party, which may impede, conflict with, or otherwise interfere with undisturbed development, construction and/or operation of the PV Power Plant, or the conducting of the Project, without the prior written consent of the Lessee.


12.2 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall not (without the prior written consent of the Lessee):

12.2.1 perform any act that may potentially have the effect of reducing the PV Modules' ability to generate electricity;

12.2.2 build, install or erect any improvements on the Property, which may potentially affect the undisturbed development, construction and/or operation of the PV Power Plant;

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- 12.2.3 obstruct the construction of any works on the Property and shall, when necessary, remove any livestock from such parts of the Property as is necessary during the construction of any such works;
- 12.2.4 Agree or grant any right or entitlement in or to the Property to any third party where such third party's activities may potentially be in conflict with the rights granted to the Lessee in terms of this Agreement.
- 12.3 The Lessor shall pay and continue to pay all property rates and taxes relating to the Property as and when they become due. To the extent that such rates and taxes are increased after the Commencement Date as a result of the increase in the value of the Property, directly caused by the construction of improvements by the Lessee on the Property, the Lessee shall reimburse the Lessor in respect of 50% of such increase (the "**Lessor's R&T Portion**").
- 12.4 The extent of the Lessor's R&T Portion shall be determined as follows:
- 12.4.1 the Lessor shall notify the Lessee in writing of any increase after the Commencement Date in the rates and taxes payable in respect of the Property, within 10 Business Days of the date on which such increase is communicated to the Lessor by the relevant authorities;
- 12.4.2 Duly authorized representatives of the Parties shall meet within 5 Business Days of the date on which the Lessor receives the notice contemplated in 12.4.1 to agree the value of the Lessor's R&T Portion. If the representatives of the Parties reach agreement on the value of the Lessor's R&T Portion, such agreement shall be reduced to writing and signed by both Parties;
- 12.4.3 if the representatives of the Parties fail to reach agreement as contemplated in 12.4.2 within the aforesaid 5 Business Day period (or such extended period as the Parties may agree in writing), the Parties shall appoint an independent expert by agreement, failing which agreement within 10 Business days of any Party requiring such agreement, such independent expert shall be appointed by the Chairman



of the South African Institute of Valuers. Such independent expert shall within 15 Business Days thereafter determine:

- 12.4.3.1 the value of the Property with the Lessee's improvements thereon, and the notional value of the Property without any of the Lessee's improvements thereon;
- 12.4.3.2 the notional value of the rates and taxes which would have been payable in respect of the Property, taking into account the notional value of the Property without any of the Lessee's improvements thereon referred to in 12.4.3.1 (the "**Notional R&T**"); and
- 12.4.3.3 the difference between the value of the rates and taxes after the increase contemplated in 12.4.1 and the Notional R&T;
- 12.4.4 The cost of the valuation shall be borne by the Parties in equal shares;
- 12.4.5 the determinations and calculations of the independent expert referred to in 12.4.3 shall in the absence of fraud or manifest or clerical error be final and binding upon the Parties;
- 12.4.6 Upon receipt of the written determinations and calculations of the independent expert referred to in 12.4.3, the Lessee shall provide a copy thereof to the Lessor. The Parties agree that the value determined by the independent expert as contemplated in 12.4.3.3 shall be the value of the Lessor's R&T Portion until the next increase of the rates and taxes in respect of the Property.
- 12.5 The Lessor shall provide the Lessee with any keys necessary to give access to or within the Property, and the Lessee agrees to close and/or lock any gates that the Lessee opens in exercising its rights under this Agreement.



- 12.6 The Lessor shall not object to any planning application or procedure made or initiated by the Lessee in respect of any use or development of the Property as contemplated in this Agreement.
- 12.7 The Lessor grants the Lessee the right to gain access to the Property through any other adjoining or abutting land of the Lessor as is reasonably necessary for the Lessee's use of the Property as contemplated in this Agreement.
- 12.8 The Lessor hereby indemnifies and holds harmless the Lessee against any claim, loss or damage, made against or sustained by the Lessee, arising from or in connection with any breach of contract, or wrongful or negligent act or omission of the Lessor and/or any representative, agent and/or employee of the Lessor.

13. **Lessor's warranties and representations**

13.1 Each Party hereby warrants and represents to and in favor of the other Party, as at the Date of Signature, that:

13.1.1 It is duly authorized and empowered to enter into this Agreement;

13.1.2 It has taken all necessary action required to empower and authorize to enter into this Agreement and any agreement concluded pursuant thereto. Such action includes the Lessor having obtained all consents required from any mortgagee, servitude holder and any other person having an interest in the Property prior to the execution of this Agreement;

13.1.3 to the best of its knowledge, no fact or circumstance exists which may have the effect that the terms of this Agreement are not capable of being fully enforced or that the rights set out in this Agreement are not capable of being exercised by the Parties;

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- 13.1.4 the execution of this Agreement and any agreements concluded pursuant thereto will not conflict with, or constitute a breach of any of the provisions of, any other Agreement, obligation, restriction or undertaking, which is binding on it;
- 13.2 The Lessor hereby warrants and represents to and in favor of the Lessee, as at the Date of Signature, that:
- 13.2.1 there are no options or encumbrances in favor of any person in respect of the Property, including (but not limited to) options or encumbrances which may prevent the Lessee from utilizing the Property in accordance with this Agreement or which may otherwise limit the rights of the Lessee in terms of this Agreement; and
- 13.2.2 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it.
- 13.3 Subject to the undertakings of the Lessor in terms of this Agreement, the Lessor does not warrant that the Lessee will be granted any regulatory approvals which are required for the conducting of the Project.

14. **The Lessor's continued occupation and farming activities**

- 14.1 Notwithstanding the fact that the entire Property is let to the Lessee, any rights in respect of the use of the Property not granted to the Lessee in terms of this Agreement shall be retained by the Lessor, including but not limited to the Lessor's right to remain in occupation of the farmhouse and all outbuildings for the duration of the Agreement and the rental payable by the Lessee to the Lessor has been calculated on the basis of such continued occupation and reduced accordingly.

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14.2 The Lessor shall, notwithstanding the existence of this Agreement, must continue with all farming activities that it was engaged in prior to the Signature Date, subject to the provisions of 14.3.

14.3 The Lessor shall exercise its rights in terms of 14.1 and 14.2 in such a manner that they do not interfere with or compromise any activities of the Lessee permitted under, and/or the exercise of the rights of the Lessee in terms of, this Agreement.

15. **Relationship of Parties**

The Parties are independent of one another and nothing in this Agreement should be construed as constituting a joint venture or partnership between them.

16. **Limitation of liability**

16.1 Neither Party (the "**defaulting Party**") shall be responsible for any loss, damage or injury which the other Party (the "**aggrieved Party**"), its employees, agents, customers or invitees may directly or indirectly suffer (save for where such loss, damage or injury is caused through the grossly negligent or willful act or omission of the defaulting Party, the defaulting Party's employees, agents or sub-contractors) by reason of any cause either wholly or partly beyond the defaulting Party's control.

16.2 Notwithstanding anything to the contrary contained in this Agreement, but save for such provisions of this Agreement which specifically provide for the payment of such losses and/or damages, neither Party shall be liable to the other Party under any circumstances for any indirect or consequential losses and/or damages of whatsoever nature and howsoever arising out of or in connection with this Agreement including, without limitation, such damages arising out of the negligence of either Party or its employees.

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17. **Breach of Agreement**

17.1 Should the Lessee:

17.1.1 fail to pay any amount due by it in terms of this Agreement on due date and fail to remedy such breach within a period of [120] days after the giving of written notice to that effect by the Lessor;

17.1.2 commit any other material breach of any provision of this Agreement and fail to remedy that breach within [120] days after the giving of written notice to that effect by the Lessor,

Then, without prejudice to any other rights that the Lessor may have under this Agreement or by law, the Lessor may by written notice to the Lessee either:

17.1.3 cancel this Agreement, provided that the Lessor may only cancel this Agreement if the breach is material and cannot be remedied by a monetary award; or

17.1.4 Obtain an order against the Lessee for specific performance.

17.2 The Lessor may not cancel this Agreement whilst the Lessee is indebted to any financier, unless the Lessor has provided written notice of such cancellation to any such financier and has afforded any such financier the opportunity to enforce any of its rights against the Lessee (including the right to take cession of the Lessee's rights in terms of this Agreement) for a period of [90] days from the date of receipt of such notice by the financier concerned.

18. **Holding over**

18.1 Should the Lessee at any time dispute the Lessor's right to cancel this Agreement and remain in occupation of the Property pending the determination of such dispute, then:

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- 18.1.1 the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates of same;
- 18.1.2 the Lessor shall be entitled to recover and accept those payments;
- 18.1.3 The acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Agreement or for damages.
- 18.2 Should the dispute between the Lessor and the Lessee be determined in favor of the Lessor in terms of this 18, any amounts paid by the Lessee shall be regarded as amounts paid on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Property.

19. **Dealings with the Property**

- 19.1 The Lessor shall not be entitled to sell, transfer, dispose of, alienate, mortgage, charge, encumber or otherwise deal with the Property unless:
- 19.1.1 the Lessee has consented thereto in writing; or
- 19.1.2 in the case of a sale and transfer the Property, the Lessor strictly complies with the provisions contained in 19.2; or
- 19.1.3 in the case of a mortgage, charge and/or other encumbrance against the Property, if the mortgage, charge and/or other encumbrance ranks

Behind this Agreement and the relevant holder or beneficiary of the mortgage, charge or other encumbrance agrees in writing to be bound by the provisions contained in 19.2.

- 19.2 Should the Lessor wish to sell the Property (the "**Intended Alienation**"), it shall notify the Lessee in writing of the Intended Alienation (the "**Sale**

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Notice"). The Parties shall negotiate in good faith for the conclusion of an agreement of sale of the Property at a price and upon terms and conditions acceptable to the Parties.

19.3 Should the Parties fail to conclude an agreement of sale of the Property as contemplated in 19.2 within 20 Business Days from the date on which the Sale Notice is received by the Lessee, the Lessor may negotiate with other interested buyers for the sale of the Property.

19.4 Should the Lessor receive an offer from a *bona fide* third party {the "**Third Party Purchaser**") for the purchase of the Property (the "**Third Party Offer**"), it shall provide written notice (the "**Option Notice**") thereof to the Lessee, which notice shall include a true copy of the Third Party Offer (which Third Party Offer shall include all terms and conditions relating to the sale of the Property to the Third Party Purchaser). The Option Notice shall be deemed to be an offer by the Lessor to sell the Property to the Lessee (or its nominee) (the "**Offer**") on the following terms:

19.4.1 the price at which the Property is offered for sale (the "**Purchase Price**") shall be equal to the cash price stipulated in the Third Party Offer;

19.4.2 the Offer shall be open for acceptance by the Lessee (or its nominee) (by notice in writing to the Lessor) for a period of 10 Business Days calculated from the date on which the Option Notice was received by the Lessee;

19.4.3 registration of transfer of the Property shall be effected by the conveyancers nominated by the Lessee (or its nominee) for such purpose, at the Lessee's cost, as soon as possible after the Offer is accepted by the Lessee (or its nominee), and the Lessor shall sign all necessary documents to enable the conveyancers to register transfer of the Property to the Lessee (or its nominee), as soon as possible after it is requested to do so;




- 19.4.4 the Lessee (or its nominee) shall pay the Purchase Price on the date of registration of transfer of the Property into the name of the Lessee (or its nominee) in the Deeds Office (the "**Transfer Date**");
- 19.4.5 The Lessee's right to occupy the Property under this Agreement until Transfer Date shall not be negatively affected in any way. After the Transfer Date the Lessee (or its nominee) shall continue to occupy the Property as owner thereof;
- 19.4.6 the Property shall be sold subject to the following warranties:
- 19.4.6.1 the Lessor is the owner of the Property;
- 19.4.6.2 the Lessor has the right, power and authority to sell the Property;
- 19.4.6.3 there are no options or encumbrances in favor of any person in respect of the Property other than as contemplated in this Agreement; and
- 19.4.6.4 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it,
- but shall otherwise be sold *voetstoots*;
- 19.5 in the event of the Lessee (or its nominee) not accepting the Offer within the period set out in 19.4.2 or waiving its right to purchase the Property in terms of this 19.2, the Lessor shall be entitled to sell the Property to the Third Party Purchaser at the price and strictly subject to the terms contained in the Third Party Offer.
- 19.6 The provisions of 19 shall not apply to the sale or alienation by the Lessor or his executor or trustee of the Property to a spouse or child or sibling of the Lessor or to a wholly owned subsidiary of the Lessor provided that such spouse or child or sibling or wholly owned subsidiary has entered into an agreement with the Lessee in terms of which they agree to be bound by the

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provisions of this 19 in the event that they should wish to sell or alienate the Property to a third party in the future.

19.7 Should the Property at the Date of Signature be subject to a mortgage bond or bonds, the Lessor shall procure the cancellation of such mortgage bond or bonds, or the written consent of the relevant bond holder(s) that this Agreement ranks preferent to the relevant bond (s).

20. **Destruction of Property**

20.1 Should the Property be destroyed (whether in whole or partially) or damaged to such an extent which prevents the Lessee from conducting the Project on the Property to such extent which in the opinion of the Lessee is economically viable, the Lessee shall be entitled to:

20.1.1 terminate this Agreement with immediate effect; or

20.1.2 utilize any insurance proceeds which it has received to reinstate the Property to such extent which would enable it to use the Property as contemplated in this Agreement.

20.2 Should the Lessee elect to reinstate the Property in accordance with 20.1.2:

20.2.1 the Lessee shall not be liable for any further rental until the reinstatement is completed; and

20.2.2 The period of this Agreement shall be extended by a period equal to the period from the date of destruction until the date on which the reinstatement is completed.

21. **Termination**

21.1 This Agreement shall automatically terminate if Financial Close has not been achieved on or before the expiry of the Initial Period, in which event

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no Party shall have any claim against the other Party as a result of such termination.

21.2 The Lessee may at any time terminate this Agreement upon giving 1 month written notice to the Lessor without being required to ascribe any reason/s for such termination, and the Lessor shall be obliged to accept such termination.

21.3 Should the Lessee terminate this Agreement in terms of this 21.2, it shall pay the Lessor a termination fee of R100 000 (excluding VAT). Save for such termination fee, the Lessor shall have no further claim against the Lessee as a result of such termination.

21.4 The Parties agree that the termination of this Agreement for whatsoever reason shall not affect any of their rights which vested prior to such termination.

22. **Confidentiality**

22.1 Without the prior written consent of the other Party, each Party will keep confidential and will not disclose to any person:

22.1.1 the details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such Party during the course of negotiations, as well as the details of the transactions contemplated in this Agreement; and

22.1.2 all information relating to the business or the operations and affairs of the Parties together ("**Confidential Information**").

22.2 The Parties agree not to use any of the Confidential Information for any purpose other than as contemplated in this Agreement and to keep all Confidential Information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisers who:



- 22.2.1 have a need to know (and then only to the extent that each such person requires the Confidential Information in order to fulfil his or her functions properly);
- 22.2.2 are aware that the Confidential Information should be kept confidential;
- 22.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
- 22.2.4 Have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 22.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:
- 22.3.1 Is disclosed in terms of 19.6 and the recipient of the information has given a written confidentiality undertaking;
- 22.3.2 Is disclosed by the Lessee to potential investors in respect of the Project on the Property;
- 22.3.3 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to be in the lawful possession or control of that Party and not subject to an obligation of confidentiality;
- 22.3.4 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who received such confidential information;
- 22.3.5 Is required to be disclosed by the provisions of any law, statute or regulation, or during any court proceedings.

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23. **Arbitration**

23.1 Subject to 23.2, in the event of any dispute of any nature whatsoever arising between the Parties in respect of any matter provided for in, or arising out of, this Agreement, then that dispute shall be submitted to and decided by arbitration. Any arbitration arising out of this 23 shall be referred to the Arbitration Forum of Southern Africa, and shall be conducted in accordance with the standard terms and conditions and summary procedure rules then applicable in that forum, such arbitration to take place at a duly designated location within the city of Cape Town, South Africa.

23.2 The provisions of 23.1 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.

24. **Addresses**

24.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purpose of this Agreement:

24.1.1 as to the Lessor:

Address: **Quaggafontein, Beaufort West, 6970**

Telefax No: **No Number**

e-mail address: olivierpg5@gmail.com

24.1.2 as to the Lessee:

Address: **25 the Oval, UCC, Ballito, 4390**

Telefax No: **+2786 6008622**

e-mail address: emil@upgrade-energy.com and javisagie@gmail.com



24.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and it shall only be competent to give that notice by hand delivery, e-mail or fax, all with proof of reception.

24.3 Either Party may give written notice to the other Party to change its chosen address and/or telefax number or e-mail address to another physical address, telefax number or e-mail address in South Africa, provided that the change shall become effective on the 10th Business Day after the receipt of the notice by the addressee in respect of that Party's physical address and on the dates set out in such notice in respect of that Party's telefax number or e-mail address.

24.4 Any notice to a Party contained in the correctly addressed envelope and delivered by hand to a responsible person, being a representative of such Party, during ordinary business hours at its chosen address shall be deemed to have been received. Any notice telefaxed or sent by e-mail to a Party shall be deemed to have been received on the day following transmission of the telefax or e-mail.

24.5 Notwithstanding anything to the contrary contained in this 24, a written notice or communication actually received by a Party shall be an adequate notice or communication to him/her notwithstanding that it was not sent or delivered as provided for in this 24.

25. **Limitation of liability**

The aggregate liability of the Lessee shall be limited to the amount of the annual rental payable in terms of 3.3.

26. **Costs and registration**

26.1 The Lessee shall procure that this Agreement be registered in the title deed(s) of the Property for the full period while this Agreement remains in

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force. The Lessor shall co-operate with the Lessee to achieve registration as soon as possible following the Date of Signature. For the purpose of registration, the Lessor shall upon request hand the title deeds to the Property to the Lessee's conveyancers.

26.2 The Lessee shall bear all costs of and incidental to the notarial execution and the registration of this Agreement, including any costs relating to the obliged necessary approvals.

26.3 All legal costs incurred by either Party in consequence of any default of the provisions of this Agreement by the other Party shall be payable on demand on the scale as between attorney and own client and shall include the costs incurred by such Party in endeavoring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favor of such Party in relation to its rights in terms of or arising out of this Agreement.

27. **General**

27.1 This Agreement contains the entire agreement between the Parties in regard to the subject matter of this Agreement.

27.2 Neither Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

27.3 No addition to or variation, consensual cancellation or novation of this Agreement, and no waiver of any right arising from this Agreement, shall be of any force or effect unless reduced to writing and signed by duly authorized representatives of the Parties.

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- 27.4 Any indulgence, leniency or extension granted by a Party at any time shall not be construed as a novation or waiver of any rights by that Party under this Agreement.
- 27.5 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 27.6 Should this Agreement be translated into any other language, the Parties agree that to the extent that any conflict exists between the signed English version and such translated version (whether or not signed), the English version shall prevail.

Signed at **Beaufort West** on **29 June 2021**.

The Lessee

The Lessor



Beaufort West Solar 1



Petrus Gerardus Olivier

Represented by Jan Visagie

Annex A - Diagram of Property

NOTARIAL DEED OF LEASE

The Undersigned declare that they will appear in accordance with the undertakings in the Option agreement before the Notary Public by lawful authority, duly sworn and admitted, practicing at 15th Floor, Convention Tower, Heerengracht Street, Foreshore, Cape Town, 8001 South Africa, Republic of South Africa, in order to the present agreement to be notarized and registered.

BETWEEN

PETRUS GERHARDUS OLIVIER, Identity number 760119 5077 08 4,

Who, together with his successors-in-title and assigns is hereinafter referred to as the "Lessor");

AND

BEAUFORT WEST SOLAR COMPANY 2(Proprietary) Limited, registration number 2013/139555/07, a special project company, Represented by Jan Abraham Visagie, being duly authorized thereto under and by virtue of a power of attorney executed at **Beaufort West** on **26 September 2017**

(which company, together with its successor/s-in-title and assign/s is hereinafter referred to as the "**Lessee**");

WHEREAS



A The Lessor is the registered owner of the following property, namely:
Portion 3 of the Farm STEENROTSFONTEIN No: 168, Beaufort West RD, Northern Cape Province, in extent of 707,0429 hectares,

Held by deed of transfer no **T000003321/2005**, As shown on the diagram attached hereto as Annex A, (The **"Property"**)

B The Lessor intends to let, and the Lessee intends to hire from the Lessor, the Property.

C The Parties desire to record their agreement in writing.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Interpretation**

1.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

1.1.1 **"Annex"** means an annex to this Agreement;

1.1.2 **"Business Day"** Means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.3 **"Commencement Date"** Means the date of commencement of actual construction of the PV Power Plant;

1.1.4 **"Construction"** Means the process of constructing the PV Power Plant on the Property (and includes any step of such process). For the avoidance of doubt, this excludes the construction of measuring equipment and/or roads on the Property;



(and no review is pending in respect of any such consents), with such conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.3 all real rights (including servitudes) over all land to be traversed by the PV Power Plant's connection line, for the purposes of that traversal, have been granted and registered (if applicable), upon such terms and conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.4 the Lessee has been granted a Generation license in terms of the Electricity Regulation Act (No 4 of 2006) (as amended), with such conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.5 all Project Agreements have been Concluded by all relevant parties thereto, upon such terms and conditions as may be acceptable to the Lessee in its sole discretion; as advised in writing by the Lessee to the Lessor, or such earlier date as advised in writing by the Lessee to the Lessor;

1.1.8 **"Improvements"** means all buildings, installations, Fences, irrigation works, structures, dams and roads on the Property, together with any integral machinery which forms part of a forgoing;

1.1.9 **"Initial Period"** means a period of 5 years commencing on the Date of Signature;

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- 1.1.10 **"IPP RFP 2011"** means the request for qualification and proposals for new generation capacity under the IPP procurement programme released by the Department of Energy on 3 August 2011 under tender no DOE/001/2011/2012 (as amended from time to time);
- 1.1.11 **"Lease"** means the notarial deed of lease setout in this document, as amended from time to time, together with the Annexes,as amended from time to time;
- 1.1.12 **"Parties"** means the Lessor and the Lessee, and **"Party"** means any one of them as the context may indicate;
- 1.1.13 **"Plant Commissioning Date"** means the date of completion of Commissioning of the PV Power Plant, as advised by the Lessee in writing to the Lessor;
- 1.1.14 **"Project"** means all activities related or ancillary to the Construction and operation of thePV Power Plant on the Property;
- 1.1.15 **"Project Agreements"** means the power purchase agreement, the implementation agreement, the direct agreement and the connection agreements relating to the Project;
- 1.1.16 **"Property"** means the property described under "A" in the preamble together with any improvements thereon;

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- 1.1.17 **"PV Module"** mean a packaged, interconnected assembly of solar cells;
- 1.1.18 **"PV Power Plant"** means a photovoltaic power plant with an installed capacity of a minimum of 75 **MW**, which is fully operational and is generating with the Electricity in accordance with the Lessee's minimum requirements, to be constructed on the Property;
- 1.1.19 **"R" or "Rand"** means South African Rand, the official Currency in the Republic of South Africa;
- 1.1.20 **"BWSC3"** means **BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited Registration Number 2013/139638/07**, a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.21 **"BWSC2"** means **BEAUFORT WEST SOLAR COMPANY 2 (Proprietary) Limited Registration Number 2013/139555/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.22 **"BWSC1"** means **BEAUFORT WEST SOLAR COMPANY 1 (Proprietary) Limited Registration Number 2013/137312/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.23 **"BWGC"** means **Beaufort West Grid Company (Proprietary) Limited Registration Number 2013/136921/07** a private company with limited



liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;

1.1.24 **"Statistics South Africa"** means Statistics South Africa as Contemplated in section 4 of the Statistics Act, Act 66 of 1976;

1.1.25 **"Studies"** means all the studies (including assessments, and geological and other survey) to be conducted by the Lessee on the Property, which the Lessee deems necessary and/or required for the purposes of the Project and the preparation thereof;

1.1.26 **"VAT"** Means value-added tax, levied in terms of the Value-added Tax Act, 89 of 1991.

1.2 In the Agreement

1.2.1 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.2.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and *vice versa*;

1.2.3 any schedules or addenda to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedule or addendum;

1.2.4 where the day upon or by which any act is required to be performed falls on a day which is not a Business Day, then the relevant date for performance shall be the next succeeding Business Day;

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- 1.2.5 where any term is defined within the context of any particular clause in this Agreement, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in 1.1;
- 1.2.6 any provision in this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction; and
- 1.2.7 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 1.3 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will 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 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement, shall not apply.

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2. **Commencement and Duration**

2.1 This Agreement shall be effective from the Date of Signature and shall endure for a period of [25] years from the Commencement Date (subject to 2.3), unless this Agreement is terminated earlier in accordance with its provisions.

2.2 With effect from the Signature Date, the Lessor grants the Lessee the right to access the Property at such times as the Lessee may claim necessary or desirable for the purposes set out in 5.1.

2.3 With effect from the Commencement Date, the Lessor lets to the Lessee, which hires from the Lessor, the Property for a period of [25] years from the Commencement Date, unless this Agreement is terminated earlier in accordance with its provisions.

3. **Rental and Other Payments**

3.1 **Initial Period**

During the Initial Period and until the Plant Commissioning Date, the Lessee shall pay to the Lessor a monthly rental of R2 500 (excluding VAT) in consideration for the rights granted by the Lessor. The amounts shall be payable monthly in advance by the 3rd Business Day of the first month.

3.2 **Plant Commissioning Date**

3.2.1 With effect from the first day of the month preceding the Plant Commissioning Date, the Lessee shall pay to the Lessor an annual rental equal to the number of hectares used by BWSC2 of the Property multiplied by R10 000 (excluding VAT).

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3.2.2 The hectares used by BWSC2 are calculated on the surface fenced according to clause 5.3.7. or, in the absence thereof, the surface on which the PV panels and electricity or other cabins are installed.

3.3 **Payment Terms**

3.3.1 Rental is payable at the beginning of each year concerned.

3.3.2 The Lessee shall be obliged to make all payments in terms of this Agreement by way of electronic transfer into such bank account as the Lessor may nominate in writing from time to time.

3.3.3 The Parties agree that the rental under clause 3.2. is subject to an increase of 5% a year.

4. **Addition Charges**

In addition to paying the rental, the Lessee shall pay the costs of electricity, and water, consumed by the Lessee and/or in relation to the Project on the Property at the rate charged by any third-party supplier of water and/or electricity to the Lessor in whose name the consumption accounts (if any) will remain. These costs shall be refunded to the Lessor in arrears upon the Lessee receiving a copy of the statement of the third-party supplier, reflecting the consumption by the Lessee.

5. **Use of Property**

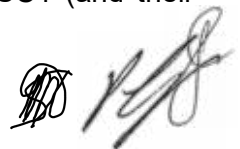
5.1 The Lessor hereby grants to the Lessee, with effect from the Signature Date, the right to access the Property as such times as the Lessee may deem necessary or desirable for the purposes of conducting the Studies, and/or to bring onto the Property, erect and use all equipment required for the Studies.

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- 5.2 The Lessor hereby grants to the Lessee, with effect from the Commencement Date, the exclusive right to pursue and perform all activities on the Property relating to the conducting of the Project.
- 5.3 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall be entitled to:
- 5.3.1 erect PV Modules and install, operate and maintain all electrical and other installations relating to the PV Power Plant on the Property in accordance with the applicable laws, by-laws and regulations;
 - 5.3.2 dig trial pits;
 - 5.3.3 fell trees that would interrupt or otherwise negatively affect the development, construction and/or operation of the PV Power Plant;
 - 5.3.4 construct any roads over the Property which, in the opinion of the Lessee, are necessary and/or desirable for the successful commissioning and operation of the PV Power Plant;
 - 5.3.5 design and erect an appropriate linkage to the national electricity grid which shall include the installation of transmission lines and which may include the erection of an electricity substation, a control room and stores facility;
 - 5.3.6 install, erect or construct any other facility or equipment necessary, in the discretion of the Lessee, for the successful commissioning, operation and protection of the PV Power Plant;
 - 5.3.7 construct any fencing on the Property necessary to protect any PV Modules or other equipment constructed, installed and/or erected by or on behalf of the Lessee on the Property;

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- 5.3.8 erect signs on the Property, including signs advising that the Lessee is erecting PV Modules and/or other equipment relating to the PV Power Plant on the Property, and identifying all such PV Modules and/or other equipment on the Property as the property of the Lessee;
- 5.3.9 make any modifications and/or improvements to any of the items contemplated in 5.1 to 5.3.8, which the Lessee may consider necessary and/or desirable;
- 5.3.10 do such other things necessary or convenient for the proper enjoyment of the right to generate electricity on the Property and/or lead, convey or transmit electricity across the Property; and
- 5.3.11 Enter and exit the Property as and when the Lessee deems fit (provided that any representatives, employees, agents or sub-contractors of the Lessee are clearly and visibly authorized by the Lessee to enter the Property).
- 5.4 Subject to 12.3, all costs in connection with the activities contemplated in 5.1 and 5.2 shall be borne by the Lessee.
- 5.5 The Lessee shall not use the Property for any purpose other than as permitted in terms of this Agreement.
- 5.6 It is recorded that BWSC2 (or their respective successors-in title or assigns) and its affiliated companies BWSC1 and BWSC3 and BWSGC intend to construct and operate PV power plants and an electricity substation on properties adjacent to the Property and that real rights (including servitudes) against the Property shall be granted and registered for the purposes of the traversal of such PV power plants' connection lines to a common substation.
- 5.6.1 The Lessor, as owner of the Property, hereby agrees and undertakes to register perpetual servitudes of electric power transmission over the Property in favor of BWSC3, BWGC, BWSC2 and BWSC1 (and their

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respective successors-in title or assigns) (the "**Servitudes**"). The Servitudes shall be binding upon the heirs, administrators, assigns or successors in title of the Lessor, as owner of the Property. The Lessor hereby undertakes to sign all such documents, and to do all such other things which may be necessary and/or required for the due execution and registration of the Servitudes.

5.6.2 The Lessee, as leaseholder in terms of this Agreement, hereby agrees and consents to the registration of the Servitudes, and undertakes not to impede upon the rights of BWSC3 and/or BWSC2, BWSC1 and BWGC under the Servitudes, or to interfere with the undisturbed exercise of such rights. The provisions of this 5.6. shall constitute a *stipulation alteri* in favor BWSC1, BWSC3 and BWGC (and their respective successors-in-title and assigns), the benefits of which may be accepted at any time.

5.7 The Lessor (nor any of its affiliates) shall, at any time during this Agreement, and for a period of 24 month after termination of this Agreement for whatever reason, make or accept any offers of a similar nature from any competitor of the Lessee (or its shareholders) by or under any agreement, without the prior written consent of the Lessee.

5.8 The Lessor hereby grants to the Lessee a power of attorney to enable it to make submissions and application at any time during the term of this Agreement, on the Lessor's behalf, for any authorizations, licenses, permits, approvals which may be necessary in respect of the Property under the provisions of any law for conducting the Project. In addition to granting this power of attorney, the Lessor undertakes to sign all and any documents required by any authority under the provisions of any law, before the required authority, licence, permit, approval, consent application or rezoning can be granted in respect of the Property.

5.9 Upon the expiration or termination of this Agreement for any reason other than a cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled and obliged, within [12] months at its



own cost decommission the PV Power Plant, to demolish and remove all installations made or erected by the Lessee on the Property and return the Property to the Lessor in good order, fair wear and tear accepted, subject to the following:

- 5.9.1 the Lessee may, in its discretion, elect to leave on the Property the electrical lines and all underground installations, provided that the Lessee shall be obliged to remove all foundations up to a depth of at least one meter and to fill all excavations in such a way that the agricultural land use potential is restored and rehabilitated using only vegetation indigenous to the area concerned; and
- 5.9.2 the Lessor may notify the Lessee in writing that it wishes to keep the access road structures for his own use after termination of this Agreement which election shall be communicated to the Lessee in writing within 10 Business Days after termination, in which event the Lessee shall not be obliged to remove the access road structures and the Lessor shall not have a claim against the Lessee in this regard whatsoever.
- 5.10 Upon the cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled (but not obliged to) within [12] months at its own cost decommission the PV Power Plant, and to demolish and remove all installations made or erected by the Lessee on the Property.

6. **Accession**

- 6.1 All equipment and/or other installations ("**Assets**"), whether for Studies or the Project, constructed, erected, used, based, installed or affixed to Property by the Lessee is intended to remain on the Property only for so long as the Agreement is in force and shall not accede to the Property. Such equipment and/or other installations shall, notwithstanding that it may be of a fixed or permanent nature, shall remain the property of the Lessee.

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6.2 The Lessor hereby irrevocably waives in favor of the Lessee and/or any creditor of the Lessee the Lessor's hypothec over the any of the Assets. The Lessor acknowledges and agrees that it understands the meaning and effect of the waiver contemplated herein. The provisions of this 6.2 shall constitute a *stipulatio alteri* in favor of any creditor of the Lessee, the benefits of which may be accepted at any time and in any manner.

7. **Occupation**

Occupation of the Property shall be given to the Lessee on the Date of Signature, subject to the Lessor's rights to continued occupation and farming activities in terms of 14.

8. **Compliance**

The Lessee shall materially comply with all law, bylaw, ordinance, proclamation or statutory regulation or any condition of any licence or permit relating to or affecting the occupation and use of the Property by the Lessee, and any title deed conditions pertaining to the Property.

9. **Subletting and assignment**

9.1 The Lessee shall at any time be entitled:

9.1.1 to sublet the Property (or portions thereof) to any third party;

9.1.2 to cede all or any of its rights (whether as security or otherwise}, and/or delegate all or any of its obligations in terms of this Agreement, to any third party; and/or

9.1.3 to register, or procure the registration of, a mortgage bond and/or any other security against this Lease in favor of any third party;

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Provided that written notification of such subletting, cession and/or delegation, or registration of a mortgage bond or any other security is provided to the Lessor.

9.2 It is expressly agreed that no further consent from the Lessor shall be necessary in order to fully effect the subletting, and/or cession and delegation, or the registration of a mortgage bond and/or other any security against this Lease, as contemplated in 9.1. The Lessor shall sign all such documents as may be necessary and/or required in order to effect any such cession and/or delegation, or any such registration of a mortgage bond and/or other security against this Lease (including the perfection, or enforcement of any right under, such mortgage bond or other security}, and hereby irrevocably authorizes the Lessee to sign any such documents on behalf of the Lessor.

10. **Insurance**

10.1 The Lessee shall, by no later than the Commencement Date, take out insurance for, and pay all insurance premiums relating to, the PV Modules and all improvements on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property. The Lessee shall, in its sole discretion, determine the extent of the risks to be insured from time to time.

10.2 The Lessee shall, by no later than the Commencement Date, at its own cost procure public liability insurance cover in respect of any damages sustained by any person on, in or about the Property arising out of the Lessee's Project for an amount of not less than R10 000 000 in respect of any one claim.

10.3 The Lessor may, in his discretion, shall take out insurance for, and pay all insurance premiums relating to, the Property and all Improvements thereon (excluding any improvements relating to equipment and installations on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property).

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11 **Maintenance of the Property**

11.1 The Lessor shall be responsible for the maintenance of the Property excluding the maintenance of the PV Modules, the equipment and roads installed or built by the Lessee for purposes of the Project on the Property.

11.2 The Lessor shall install and maintain firebreaks on the Property to the extent the Lessee deems necessary for the protection of the PV Power Plant and any other infrastructure and/or installations on the Property relating to, or required for the operation of, the PV Modules and/or for the transmission of electricity.

12 **Lessor's further obligations**

12.1 Notwithstanding anything contained in this Agreement, the Lessor shall not do anything, or omit doing anything, or allow any act or omission by a third party, which may impede, conflict with, or otherwise interfere with undisturbed development, construction and/or operation of the PV Power Plant, or the conducting of the Project, without the prior written consent of the Lessee.

12.2 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall not (without the prior written consent of the Lessee):

12.2.1 perform any act that may potentially have the effect of reducing the PV Modules' ability to generate electricity;

12.2.2 build, install or erect any improvements on the Property, which may potentially affect the undisturbed development, construction and/or operation of the PV Power Plant;

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- 12.2.3 obstruct the construction of any works on the Property and shall, when necessary, remove any livestock from such parts of the Property as is necessary during the construction of any such works;
- 12.2.4 Agree or grant any right or entitlement in or to the Property to any third party where such third party's activities may potentially be in conflict with the rights granted to the Lessee in terms of this Agreement.
- 12.3 The Lessor shall pay and continue to pay all property rates and taxes relating to the Property as and when they become due. To the extent that such rates and taxes are increased after the Commencement Date as a result of the increase in the value of the Property, directly caused by the construction of improvements by the Lessee on the Property, the Lessee shall reimburse the Lessor in respect of 50% of such increase (the "**Lessor's R&T Portion**").
- 12.4 The extent of the Lessor's R&T Portion shall be determined as follows:
- 12.4.1 the Lessor shall notify the Lessee in writing of any increase after the Commencement Date in the rates and taxes payable in respect of the Property, within 10 Business Days of the date on which such increase is communicated to the Lessor by the relevant authorities;
- 12.4.2 Duly authorized representatives of the Parties shall meet within 5 Business Days of the date on which the Lessor receives the notice contemplated in 12.4.1 to agree the value of the Lessor's R&T Portion. If the representatives of the Parties reach agreement on the value of the Lessor's R&T Portion, such agreement shall be reduced to writing and signed by both Parties;
- 12.4.3 if the representatives of the Parties fail to reach agreement as contemplated in 12.4.2 within the aforesaid 5 Business Day period (or such extended period as the Parties may agree in writing), the Parties shall appoint an independent expert by agreement, failing which agreement within 10 Business days of any Party requiring such agreement, such independent expert shall be appointed by the Chairman

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of the South African Institute of Valuers. Such independent expert shall within 15 Business Days thereafter determine:

- 12.4.3.1 the value of the Property with the Lessee's improvements thereon, and the notional value of the Property without any of the Lessee's improvements thereon;
- 12.4.3.2 the notional value of the rates and taxes which would have been payable in respect of the Property, taking into account the notional value of the Property without any of the Lessee's improvements thereon referred to in 12.4.3.1 (the "**Notional R&T**"); and
- 12.4.3.3 the difference between the value of the rates and taxes after the increase contemplated in 12.4.1 and the Notional R&T;
- 12.4.4 The cost of the valuation shall be borne by the Parties in equal shares;
- 12.4.5 the determinations and calculations of the independent expert referred to in 12.4.3 shall in the absence of fraud or manifest or clerical error be final and binding upon the Parties;
- 12.4.6 Upon receipt of the written determinations and calculations of the independent expert referred to in 12.4.3, the Lessee shall provide a copy thereof to the Lessor. The Parties agree that the value determined by the independent expert as contemplated in 12.4.3.3 shall be the value of the Lessor's R&T Portion until the next increase of the rates and taxes in respect of the Property.
- 12.5 The Lessor shall provide the Lessee with any keys necessary to give access to or within the Property, and the Lessee agrees to close and/or lock any gates that the Lessee opens in exercising its rights under this Agreement.

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12.6 The Lessor shall not object to any planning application or procedure made or initiated by the Lessee in respect of any use or development of the Property as contemplated in this Agreement.

12.7 The Lessor grants the Lessee the right to gain access to the Property through any other adjoining or abutting land of the Lessor as is reasonably necessary for the Lessee's use of the Property as contemplated in this Agreement.

12.8 The Lessor hereby indemnifies and holds harmless the Lessee against any claim, loss or damage, made against or sustained by the Lessee, arising from or in connection with any breach of contract, or wrongful or negligent act or omission of the Lessor and/or any representative, agent and/or employee of the Lessor.

13. **Lessor's warranties and representations**

13.1 Each Party hereby warrants and represents to and in favor of the other Party, as at the Date of Signature, that:

13.1.1 It is duly authorized and empowered to enter into this Agreement;

13.1.2 It has taken all necessary action required to empower and authorize to enter into this Agreement and any agreement concluded pursuant thereto. Such action includes the Lessor having obtained all consents required from any mortgagee, servitude holder and any other person having an interest in the Property prior to the execution of this Agreement;

13.1.3 to the best of its knowledge, no fact or circumstance exists which may have the effect that the terms of this Agreement are not capable of being fully enforced or that the rights set out in this Agreement are not capable of being exercised by the Parties;

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13.1.4 the execution of this Agreement and any agreements concluded pursuant thereto will not conflict with, or constitute a breach of any of the provisions of, any other Agreement, obligation, restriction or undertaking, which is binding on it;

13.2 The Lessor hereby warrants and represents to and in favor of the Lessee, as at the Date of Signature, that:

13.2.1 there are no options or encumbrances in favor of any person in respect of the Property, including (but not limited to) options or encumbrances which may prevent the Lessee from utilizing the Property in accordance with this Agreement or which may otherwise limit the rights of the Lessee in terms of this Agreement; and

13.2.2 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it.

13.3 Subject to the undertakings of the Lessor in terms of this Agreement, the Lessor does not warrant that the Lessee will be granted any regulatory approvals which are required for the conducting of the Project.

14. **The Lessor's continued occupation and farming activities**

14.1 Notwithstanding the fact that the entire Property is let to the Lessee, any rights in respect of the use of the Property not granted to the Lessee in terms of this Agreement shall be retained by the Lessor, including but not limited to the Lessor's right to remain in occupation of the farmhouse and all outbuildings for the duration of the Agreement and the rental payable by the Lessee to the Lessor has been calculated on the basis of such continued occupation and reduced accordingly.

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14.2 The Lessor shall, notwithstanding the existence of this Agreement, must continue with all farming activities that it was engaged in prior to the Signature Date, subject to the provisions of 14.3.

14.3 The Lessor shall exercise its rights in terms of 14.1 and 14.2 in such a manner that they do not interfere with or compromise any activities of the Lessee permitted under, and/or the exercise of the rights of the Lessee in terms of, this Agreement.

15. **Relationship of Parties**

The Parties are independent of one another and nothing in this Agreement should be construed as constituting a joint venture or partnership between them.

16. **Limitation of liability**

16.1 Neither Party (the "**defaulting Party**") shall be responsible for any loss, damage or injury which the other Party (the "**aggrieved Party**"), its employees, agents, customers or invitees may directly or indirectly suffer (save for where such loss, damage or injury is caused through the grossly negligent or willful act or omission of the defaulting Party, the defaulting Party's employees, agents or sub-contractors) by reason of any cause either wholly or partly beyond the defaulting Party's control.

16.2 Notwithstanding anything to the contrary contained in this Agreement, but save for such provisions of this Agreement which specifically provide for the payment of such losses and/or damages, neither Party shall be liable to the other Party under any circumstances for any indirect or consequential losses and/or damages of whatsoever nature and howsoever arising out of or in connection with this Agreement including, without limitation, such damages arising out of the negligence of either Party or its employees.



17. **Breach of Agreement**

17.1 Should the Lessee:

17.1.1 fail to pay any amount due by it in terms of this Agreement on due date and fail to remedy such breach within a period of [120] days after the giving of written notice to that effect by the Lessor;

17.1.2 commit any other material breach of any provision of this Agreement and fail to remedy that breach within [120] days after the giving of written notice to that effect by the Lessor,

Then, without prejudice to any other rights that the Lessor may have under this Agreement or by law, the Lessor may by written notice to the Lessee either:

17.1.3 cancel this Agreement, provided that the Lessor may only cancel this Agreement if the breach is material and cannot be remedied by a monetary award; or

17.1.4 Obtain an order against the Lessee for specific performance.

17.2 The Lessor may not cancel this Agreement whilst the Lessee is indebted to any financier, unless the Lessor has provided written notice of such cancellation to any such financier and has afforded any such financier the opportunity to enforce any of its rights against the Lessee (including the right to take cession of the Lessee's rights in terms of this Agreement) for a period of [90] days from the date of receipt of such notice by the financier concerned.

18. **Holding over**

18.1 Should the Lessee at any time dispute the Lessor's right to cancel this Agreement and remain in occupation of the Property pending the determination of such dispute, then:

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- 18.1.1 the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates of same;
- 18.1.2 the Lessor shall be entitled to recover and accept those payments;
- 18.1.3 The acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Agreement or for damages.
- 18.2 Should the dispute between the Lessor and the Lessee be determined in favor of the Lessor in terms of this 18, any amounts paid by the Lessee shall be regarded as amounts paid on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Property.

19. **Dealings with the Property**

- 19.1 The Lessor shall not be entitled to sell, transfer, dispose of, alienate, mortgage, charge, encumber or otherwise deal with the Property unless:
- 19.1.1 the Lessee has consented thereto in writing; or
- 19.1.2 in the case of a sale and transfer the Property, the Lessor strictly complies with the provisions contained in 19.2; or
- 19.1.3 in the case of a mortgage, charge and/or other encumbrance against the Property, if the mortgage, charge and/or other encumbrance ranks

Behind this Agreement and the relevant holder or beneficiary of the mortgage, charge or other encumbrance agrees in writing to be bound by the provisions contained in 19.2.

- 19.2 Should the Lessor wish to sell the Property (the "**Intended Alienation**"), it shall notify the Lessee in writing of the Intended Alienation (the "**Sale**



Notice"). The Parties shall negotiate in good faith for the conclusion of an agreement of sale of the Property at a price and upon terms and conditions acceptable to the Parties.

19.3 Should the Parties fail to conclude an agreement of sale of the Property as contemplated in 19.2 within 20 Business Days from the date on which the Sale Notice is received by the Lessee, the Lessor may negotiate with other interested buyers for the sale of the Property.

19.4 Should the Lessor receive an offer from a *bona fide* third party (the "**Third Party Purchaser**") for the purchase of the Property (the "**Third Party Offer**"), it shall provide written notice (the "**Option Notice**") thereof to the Lessee, which notice shall include a true copy of the Third Party Offer (which Third Party Offer shall include all terms and conditions relating to the sale of the Property to the Third Party Purchaser). The Option Notice shall be deemed to be an offer by the Lessor to sell the Property to the Lessee (or its nominee) (the "**Offer**") on the following terms:

19.4.1 the price at which the Property is offered for sale (the "**Purchase Price**") shall be equal to the cash price stipulated in the Third Party Offer;

19.4.2 the Offer shall be open for acceptance by the Lessee (or its nominee) (by notice in writing to the Lessor) for a period of 10 Business Days calculated from the date on which the Option Notice was received by the Lessee;

19.4.3 registration of transfer of the Property shall be effected by the conveyancers nominated by the Lessee (or its nominee) for such purpose, at the Lessee's cost, as soon as possible after the Offer is accepted by the Lessee (or its nominee), and the Lessor shall sign all necessary documents to enable the conveyancers to register transfer of the Property to the Lessee (or its nominee), as soon as possible after it is requested to do so;

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- 19.4.4 the Lessee (or its nominee) shall pay the Purchase Price on the date of registration of transfer of the Property into the name of the Lessee (or its nominee) in the Deeds Office (the "**Transfer Date**");
- 19.4.5 The Lessee's right to occupy the Property under this Agreement until Transfer Date shall not be negatively affected in any way. After the Transfer Date the Lessee (or its nominee) shall continue to occupy the Property as owner thereof;
- 19.4.6 the Property shall be sold subject to the following warranties:
- 19.4.6.1 the Lessor is the owner of the Property;
- 19.4.6.2 the Lessor has the right, power and authority to sell the Property;
- 19.4.6.3 there are no options or encumbrances in favor of any person in respect of the Property other than as contemplated in this Agreement; and
- 19.4.6.4 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it,
- but shall otherwise be sold *voetstoots*;
- 19.5 in the event of the Lessee (or its nominee) not accepting the Offer within the period set out in 19.4.2 or waiving its right to purchase the Property in terms of this 19.2, the Lessor shall be entitled to sell the Property to the Third Party Purchaser at the price and strictly subject to the terms contained in the Third Party Offer.
- 19.6 The provisions of 19 shall not apply to the sale or alienation by the Lessor or his executor or trustee of the Property to a spouse or child or sibling of the Lessor or to a wholly owned subsidiary of the Lessor provided that such spouse or child or sibling or wholly owned subsidiary has entered into an agreement with the Lessee in terms of which they agree to be bound by the



provisions of this 19 in the event that they should wish to sell or alienate the Property to a third party in the future.

19.7 Should the Property at the Date of Signature be subject to a mortgage bond or bonds, the Lessor shall procure the cancellation of such mortgage bond or bonds, or the written consent of the relevant bond holder(s) that this Agreement ranks preferent to the relevant bond (s).

20. **Destruction of Property**

20.1 Should the Property be destroyed (whether in whole or partially) or damaged to such an extent which prevents the Lessee from conducting the Project on the Property to such extent which in the opinion of the Lessee is economically viable, the Lessee shall be entitled to:

20.1.1 terminate this Agreement with immediate effect; or

20.1.2 utilize any insurance proceeds which it has received to reinstate the Property to such extent which would enable it to use the Property as contemplated in this Agreement.

20.2 Should the Lessee elect to reinstate the Property in accordance with 20.1.2:

20.2.1 the Lessee shall not be liable for any further rental until the reinstatement is completed; and

20.2.2 The period of this Agreement shall be extended by a period equal to the period from the date of destruction until the date on which the reinstatement is completed.

21. **Termination**

21.1 This Agreement shall automatically terminate if Financial Close has not been achieved on or before the expiry of the Initial Period, in which event

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no Party shall have any claim against the other Party as a result of such termination.

21.2 The Lessee may at any time terminate this Agreement upon giving 1 month written notice to the Lessor without being required to ascribe any reason/s for such termination, and the Lessor shall be obliged to accept such termination.

21.3 Should the Lessee terminate this Agreement in terms of this 21.2, it shall pay the Lessor a termination fee of R100 000 (excluding VAT). Save for such termination fee, the Lessor shall have no further claim against the Lessee as a result of such termination.

21.4 The Parties agree that the termination of this Agreement for whatsoever reason shall not affect any of their rights which vested prior to such termination.

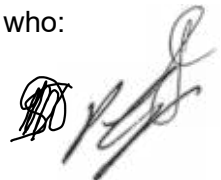
22. **Confidentiality**

22.1 Without the prior written consent of the other Party, each Party will keep confidential and will not disclose to any person:

22.1.1 the details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such Party during the course of negotiations, as well as the details of the transactions contemplated in this Agreement; and

22.1.2 all information relating to the business or the operations and affairs of the Parties together ("**Confidential Information**").

22.2 The Parties agree not to use any of the Confidential Information for any purpose other than as contemplated in this Agreement and to keep all Confidential Information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisers who:



- 22.2.1 have a need to know (and then only to the extent that each such person requires the Confidential Information in order to fulfil his or her functions properly);
 - 22.2.2 are aware that the Confidential Information should be kept confidential;
 - 22.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
 - 22.2.4 Have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 22.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:
- 22.3.1 Is disclosed in terms of 19.6 and the recipient of the information has given a written confidentiality undertaking;
 - 22.3.2 Is disclosed by the Lessee to potential investors in respect of the Project on the Property;
 - 22.3.3 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to be in the lawful possession or control of that Party and not subject to an obligation of confidentiality;
 - 22.3.4 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who received such confidential information;
 - 22.3.5 Is required to be disclosed by the provisions of any law, statute or regulation, or during any court proceedings.

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23. **Arbitration**

23.1 Subject to 23.2, in the event of any dispute of any nature whatsoever arising between the Parties in respect of any matter provided for in, or arising out of, this Agreement, then that dispute shall be submitted to and decided by arbitration. Any arbitration arising out of this 23 shall be referred to the Arbitration Forum of Southern Africa, and shall be conducted in accordance with the standard terms and conditions and summary procedure rules then applicable in that forum, such arbitration to take place at a duly designated location within the city of Cape Town, South Africa.

23.2 The provisions of 23.1 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.

24. **Addresses**

24.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purpose of this Agreement:

24.1.1 as to the Lessor:

Address: **Quaggafontein, Beaufort West, 6970**

Telefax No: **No Number**

e-mail address: olivierpg5@gmail.com

24.1.2 as to the Lessee:

Address: **25 the Oval, UCC, Ballito, 4390**

Telefax No: **+2786 6008622**

e-mail address: emil@upgrade-energy.com and javisagie@gmail.com



24.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and it shall only be competent to give that notice by hand delivery, e-mail or fax, all with proof of reception.

24.3 Either Party may give written notice to the other Party to change its chosen address and/or telefax number or e-mail address to another physical address, telefax number or e-mail address in South Africa, provided that the change shall become effective on the 10th Business Day after the receipt of the notice by the addressee in respect of that Party's physical address and on the dates set out in such notice in respect of that Party's telefax number or e-mail address.

24.4 Any notice to a Party contained in the correctly addressed envelope and delivered by hand to a responsible person, being a representative of such Party, during ordinary business hours at its chosen address shall be deemed to have been received. Any notice telefaxed or sent by e-mail to a Party shall be deemed to have been received on the day following transmission of the telefax or e-mail.

24.5 Notwithstanding anything to the contrary contained in this 24, a written notice or communication actually received by a Party shall be an adequate notice or communication to him/her notwithstanding that it was not sent or delivered as provided for in this 24.

25. **Limitation of liability**

The aggregate liability of the Lessee shall be limited to the amount of the annual rental payable in terms of 3.3.

26. **Costs and registration**

26.1 The Lessee shall procure that this Agreement be registered in the title deed(s) of the Property for the full period while this Agreement remains in



force. The Lessor shall co-operate with the Lessee to achieve registration as soon as possible following the Date of Signature. For the purpose of registration, the Lessor shall upon request hand the title deeds to the Property to the Lessee's conveyancers.

26.2 The Lessee shall bear all costs of and incidental to the notarial execution and the registration of this Agreement, including any costs relating to the obliged necessary approvals.

26.3 All legal costs incurred by either Party in consequence of any default of the provisions of this Agreement by the other Party shall be payable on demand on the scale as between attorney and own client and shall include the costs incurred by such Party in endeavoring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favor of such Party in relation to its rights in terms of or arising out of this Agreement.

27. **General**

27.1 This Agreement contains the entire agreement between the Parties in regard to the subject matter of this Agreement.

27.2 Neither Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

27.3 No addition to or variation, consensual cancellation or novation of this Agreement, and no waiver of any right arising from this Agreement, shall be of any force or effect unless reduced to writing and signed by duly authorized representatives of the Parties.

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- 27.4 Any indulgence, leniency or extension granted by a Party at any time shall not be construed as a novation or waiver of any rights by that Party under this Agreement.
- 27.5 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 27.6 Should this Agreement be translated into any other language, the Parties agree that to the extent that any conflict exists between the signed English version and such translated version (whether or not signed), the English version shall prevail.

Signed at **Beaufort West** on **29 June 2021**.

The Lessee

The Lessor



Beaufort West S 2

Represented by Jan Visagie



Petrus Gerardus Olivier

Annex A - Diagram of Property

The sides, angles and area of this diagram are sufficiently consistent.
 (Sgd.) L. Marquard.
 Examiner.

THE FOLLOWING BEACONS/
 BOUNDARIES ESTABLISHED
 Beacons a e. boundary ae
 (File BFT.W. 169 Pg. 9)

ANGLES	
a	103.50.00
b	129.18.30
c	51.30.30
d	127.11.00
e	128.10.00

Portion 3 (-----)

(a portion of Portion 1) of the farm

Steenrotsfontein No. 162

BEAUFORT-WEST

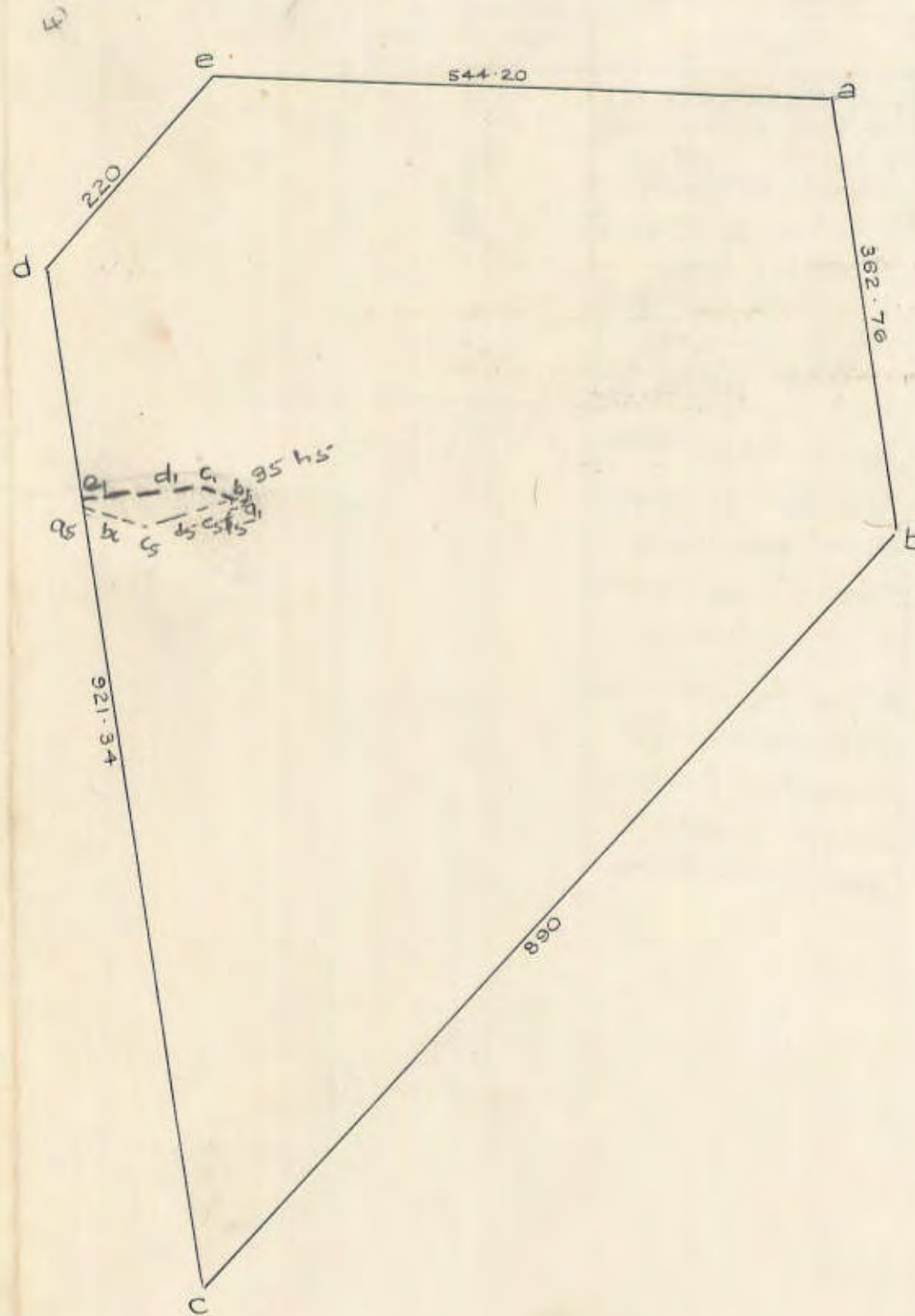
The diagram represents 825 Morgen 283 Square Roods being part of the Estate called Steenrotsfontein situated in the District of Beaufort.

Bounded North by the part sold to Mr. van der Merwe

South & East by Quachas Fontein

West by Commonage

Divided by me,
 (Sgd.) C. Home.
 Govt. Surveyor.



B
 S
 C
 168/3

FOR ENDORSEMENTS
 SEE BACK OF DIAGRAM


Copied from diagram relating
 to Transfer Deed No. 380
 dated 21.6.1859 (Vol. 29)
 for Surveyor-General
 25.2.1965
 J.W.M.P.

Sheet CI-4
 4CA.

CHECKED
 DATA CHECKED

SERVITUDE DGM.

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES Y System WG23° X		S.G. No. 1821/2019
		Constants	0,00	
AB 9, 11	260 19 00	A	+40 249, 06	+89 209, 01
BC 8, 18	350 18 30	B	+40 240, 07	+89 207, 48
CD 9, 09	80 22 30	C	+40 238, 70	+89 215, 54
DA 8, 17	170 09 20	D	+40 247, 66	+89 217, 07
EF 198, 95	279 55 20	E	+40 844, 02	+89 250, 01
FG 182, 03	279 34 50	F	+40 648, 05	+89 284, 29
GH 60, 76	244 29 10	G	+40 468, 56	+89 314, 59
HJ 87, 67	248 21 30	H	+40 413, 72	+89 288, 42
JK 23, 91	251 11 20	J	+40 332, 23	+89 256, 09
KL 70, 35	239 20 20	K	+40 309, 60	+89 248, 38
LM 3, 24	255 19 00	L	+40 249, 08	+89 212, 50
		M	+40 245, 94	+89 211, 68
	B 8	⊕	+39 346, 34	+81 205, 03
	B 11	⊕	+40 107, 71	+82 161, 45

Approved

 for Surveyor-General
 10-09-2019

Sheet 1 of 2 sheets

BEACON DESCRIPTIONS:

A, B, C, D Outer corner of fence post.
 E, F, H, L Centre of manhole.
 G, J, K, M Centre of pipe marker.
 e Not beacons.

EXEMPT FROM PROVISIONS OF ACT
 70 OF 1970
 SECTION 6A1(a)

- 1).The figure A B C D represents 74 square metres of land being a Borehole Servitude Area;
 - 2).The line e F G H J K L M represents the centreline of a Pipeline Servitude, 5,00metres wide, as shown;
- over

Portion 3 of the Farm Steenrotsfontein No.168

situated in the Municipality of Beaufort West
 Administrative District Beaufort West
 Surveyed in June – August 2018
 by me,

Province Western Cape


 A.J. VAN WYK

Professional Land Surveyor No 0871

This diagram is annexed to	The original diagram is	File No. BFT.W.168 VOL.1
No. dated i.f.o	No.1362/1859 annexed to Transfer	S.R. No.1208/2019 Comp.CL-4 (4583) CL-4CA (4586)
	No. 1859 . . 380	LPI C0090000

Exempt i.t.o. Section 24
 Of Municipal Land Use Planning Bylaw

Ref: 12/4/2
 Date: 18-03-2019

SERVITUDE DGM.

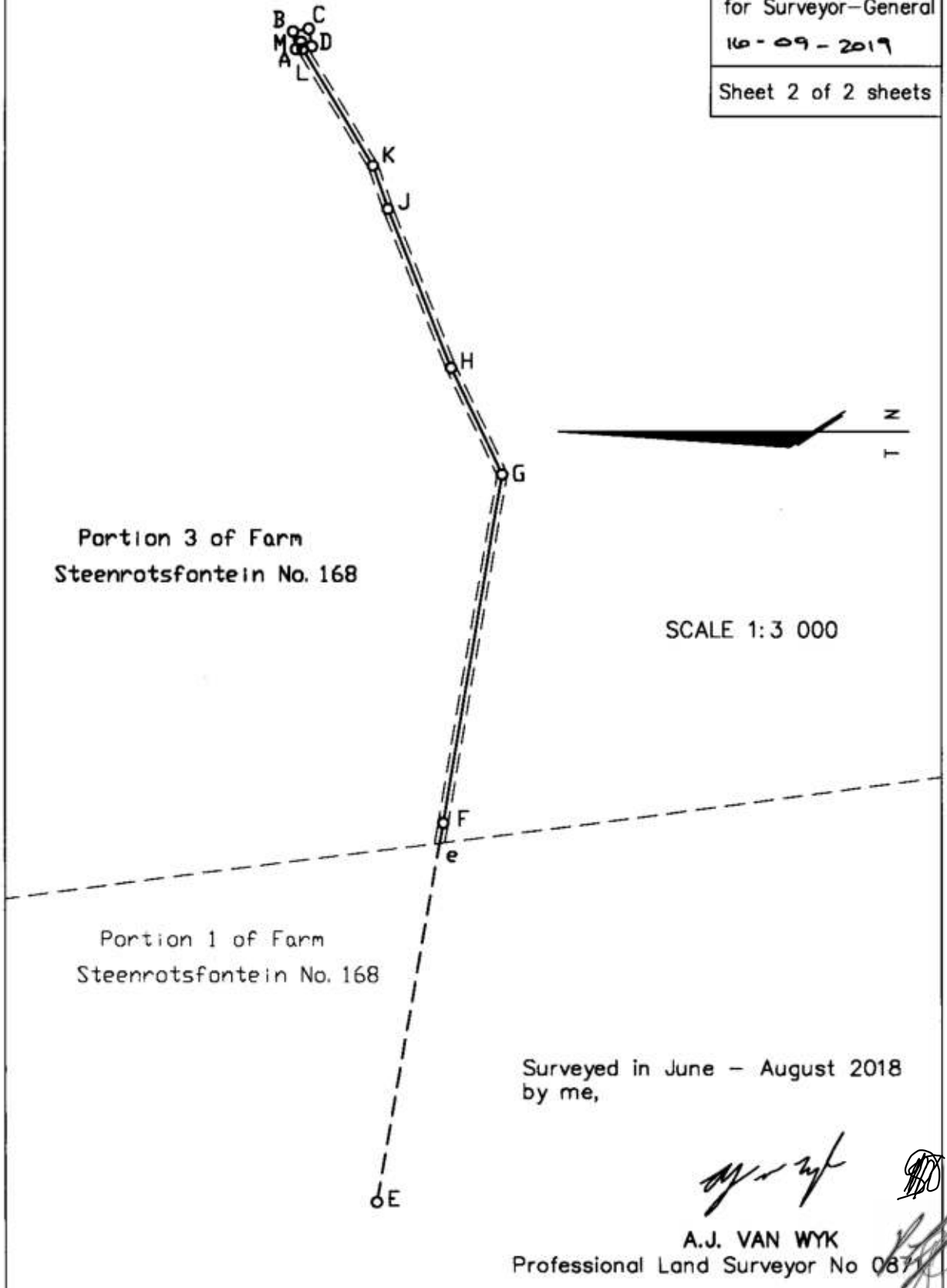
Portion 3 of the Farm Steenrotsfontein No.168
situated in the Municipality of Beaufort West
Administrative District Beaufort West
Province Western Cape

S.G. No.
1821/2019

Approved

[Signature]
for Surveyor-General
16-09-2019

Sheet 2 of 2 sheets



Portion 3 of Farm
Steenrotsfontein No. 168

Portion 1 of Farm
Steenrotsfontein No. 168

Surveyed in June - August 2018
by me,

[Signature]

A.J. VAN WYK
Professional Land Surveyor No 0871

SURVEY RECORD	DIAGRAM NO.	D.C.D.
SR107/2017	191/2017	
182/2019 1202/2019	182/2019	

1) The line a b c d represents the Northern boundary of a 10m wide pipeline servitude
 2) The line b a d e₁ represents the Northern boundary of a 5m wide pipeline servitude

The line a s b s c s d s e s f s g s h s represents the centre line of a Pipeline servitude 5.00m wide
 2) The figure a b b b c b d b represents 74m² of land being a bore hole Servitude Area

NOTARIAL DEED OF LEASE

The Undersigned declare that they will appear in accordance with the undertakings in the Option agreement before the Notary Public by lawful authority, duly sworn and admitted, practicing at 15th Floor, Convention Tower, Heerengracht Street, Foreshore, Cape Town, 8001 South Africa, Republic of South Africa, in order to the present agreement to be notarized and registered.

BETWEEN

PETRUS GERHARDUS OLIVIER, Identity number 760119 5077 08 4,

Who, together with his successors-in-title and assigns is hereinafter referred to as the "Lessor");

AND

BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited, Registration Number 2013/139638/07, a special project company, Represented by Jan Abraham Visagie, being duly authorized thereto under and by virtue of a power of attorney executed at **Beaufort West** on **26 September 2017**

(which company, together with its successor/s-in-title and assign/s is hereinafter referred to as the "**Lessee**");

WHEREAS



A The Lessor is the registered owner of the following property, namely:
Remainder of the Farm OUDE VOLKS KRAAL No: 164, Beaufort West RD, Northern Cape Province, in extent of 1483, 3541 hectares,

Held by deed of transfer no **T000003321/2005**, As shown on the diagram attached hereto as Annex A, (The **"Property"**)

B The Lessor intends to let, and the Lessee intends to hire from the Lessor, the Property.

C The Parties desire to record their agreement in writing.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. **Interpretation**

1.1 In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings:

1.1.1 **"Annex"** means an annex to this Agreement;

1.1.2 **"Business Day"** Means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.3 **"Commencement Date"** Means the date of commencement of actual construction of the PV Power Plant;

1.1.4 **"Construction"** Means the process of constructing the PV Power Plant on the Property (and includes any step of such process). For the avoidance of doubt, this excludes the construction of measuring equipment and/or roads on the Property;



- 1.1.5 **"CPI"** means the average annual rate of change (expressed as a percentage) in the Consumer Price Index, excluding interest rates on mortgage bonds, for all metropolitan areas as published in the Government Gazette by Statistics South Africa, or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it, which annual change shall be determined by comparing the most recently published index with the index published in respect of the corresponding month in the previous year;
- 1.1.6 **"Date of Signature"** Means the date of notarial execution of signature of this Agreement;
- 1.1.7 **"Financial Close"** Means, with respect to the construction and operation of the PV Power Plant on the Property, the point in time when:
- 1.1.7.1 the financing (including corporate, equity, external debt and/or any other form of finance) required in order to construct and operate the PV Power Plant on the Property, has been procured, in such form and upon such terms and conditions as may be acceptable to the Lessee in its sole discretion;
- 1.1.7.2 all Environmental Consents and Land Use Consents (as these terms are defined in the IPP RFP 2011) that are required for the PV Power Plant have been finally Granted

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(and no review is pending in respect of any such consents), with such conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.3 all real rights (including servitudes) over all land to be traversed by the PV Power Plant's connection line, for the purposes of that traversal, have been granted and registered (if applicable), upon such terms and conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.4 the Lessee has been granted a Generation license in terms of the Electricity Regulation Act (No 4 of 2006) (as amended), with such conditions as may be acceptable to the Lessee in its sole discretion;

1.1.7.5 all Project Agreements have been Concluded by all relevant parties thereto, upon such terms and conditions as may be acceptable to the Lessee in its sole discretion; as advised in writing by the Lessee to the Lessor, or such earlier date as advised in writing by the Lessee to the Lessor;

1.1.8 **"Improvements"** means all buildings, installations, Fences, irrigation works, structures, dams and roads on the Property, together with any integral machinery which forms part of a forgoing;

1.1.9 **"Initial Period"** means a period of 5 years commencing on the Date of Signature;

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- 1.1.10 **"IPP RFP 2011"** means the request for qualification and proposals for new generation capacity under the IPP procurement programme released by the Department of Energy on 3 August 2011 under tender no DOE/001/2011/2012 (as amended from time to time);
- 1.1.11 **"Lease"** means the notarial deed of lease setout in this document, as amended from time to time, together with the Annexes,as amended from time to time;
- 1.1.12 **"Parties"** means the Lessor and the Lessee, and **"Party"** means any one of them as the context may indicate;
- 1.1.13 **"Plant Commissioning Date"** means the date of completion of Commissioning of the PV Power Plant, as advised by the Lessee in writing to the Lessor;
- 1.1.14 **"Project"** means all activities related or ancillary to the Construction and operation of thePV Power Plant on the Property;
- 1.1.15 **"Project Agreements"** means the power purchase agreement, the implementation agreement, the direct agreement and the connection agreements relating to the Project;
- 1.1.16 **"Property"** means the property described under "A" in the preamble together with any improvements thereon;

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- 1.1.17 **"PV Module"** mean a packaged, interconnected assembly of solar cells;
- 1.1.18 **"PV Power Plant"** means a photovoltaic power plant with an installed capacity of a minimum of 75 **MW**, which is fully operational and is generating with the Electricity in accordance with the Lessee's minimum requirements, to be constructed on the Property;
- 1.1.19 **"R" or "Rand"** means South African Rand, the official Currency in the Republic of South Africa;
- 1.1.20 **"BWSC3"** means **BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited Registration Number 2013/139638/07**, a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.21 **"BWSC2"** means **BEAUFORT WEST SOLAR COMPANY 2 (Proprietary) Limited Registration Number 2013/139555/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.22 **"BWSC1"** means **BEAUFORT WEST SOLAR COMPANY 1 (Proprietary) Limited Registration Number 2013/137312/07** a private company with limited liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;
- 1.1.23 **"BWGC"** means **Beaufort West Grid Company (Proprietary) Limited Registration Number 2013/136921/07** a private company with limited

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liability registered and incorporated in the Republic of South Africa in terms of the Companies Act;

1.1.24 **"Statistics South Africa"** means Statistics South Africa as Contemplated in section 4 of the Statistics Act, Act 66 of 1976;

1.1.25 **"Studies"** means all the studies (including assessments, and geological and other survey) to be conducted by the Lessee on the Property, which the Lessee deems necessary and/or required for the purposes of the Project and the preparation thereof;

1.1.26 **"VAT"** Means value-added tax, levied in terms of the Value-added Tax Act, 89 of 1991.

1.2 In the Agreement

1.2.1 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.2.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and *vice versa*;

1.2.3 any schedules or addenda to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedule or addendum;

1.2.4 where the day upon or by which any act is required to be performed falls on a day which is not a Business Day, then the relevant date for performance shall be the next succeeding Business Day;

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- 1.2.5 where any term is defined within the context of any particular clause in this Agreement, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in 1.1;
- 1.2.6 any provision in this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction; and
- 1.2.7 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 1.3 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will 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 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement, shall not apply.

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2. **Commencement and Duration**

2.1 This Agreement shall be effective from the Date of Signature and shall endure for a period of [25] years from the Commencement Date (subject to 2.3), unless this Agreement is terminated earlier in accordance with its provisions.

2.2 With effect from the Signature Date, the Lessor grants the Lessee the right to access the Property at such times as the Lessee may claim necessary or desirable for the purposes set out in 5.1.

2.3 With effect from the Commencement Date, the Lessor lets to the Lessee, which hires from the Lessor, the Property for a period of [25] years from the Commencement Date, unless this Agreement is terminated earlier in accordance with its provisions.

3. **Rental and Other Payments**

3.1 **Initial Period**

During the Initial Period and until the Plant Commissioning Date, the Lessee shall pay to the Lessor a monthly rental of R2 500 (excluding VAT) in consideration for the rights granted by the Lessor. The amounts shall be payable monthly in advance by the 3rd Business Day of the first month.

3.2 **Plant Commissioning Date**

3.2.1 With effect from the first day of the month preceding the Plant Commissioning Date, the Lessee shall pay to the Lessor an annual rental equal to the number of hectares used by BWSC3 of the Property multiplied by R10 000 (excluding VAT).

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3.2.2 The hectares used by BWSC3 are calculated on the surface fenced according to clause 5.3.7. or, in the absence thereof, the surface on which the PV panels and electricity or other cabins are installed.

3.3 **Payment Terms**

3.3.1 Rental is payable at the beginning of each year concerned.

3.3.2 The Lessee shall be obliged to make all payments in terms of this Agreement by way of electronic transfer into such bank account as the Lessor may nominate in writing from time to time.

3.3.3 The Parties agree that the rental under clause 3.2. is subject to an increase of 5% a year.

4. **Addition Charges**

In addition to paying the rental, the Lessee shall pay the costs of electricity, and water, consumed by the Lessee and/or in relation to the Project on the Property at the rate charged by any third-party supplier of water and/or electricity to the Lessor in whose name the consumption accounts (if any) will remain. These costs shall be refunded to the Lessor in arrears upon the Lessee receiving a copy of the statement of the third-party supplier, reflecting the consumption by the Lessee.

5. **Use of Property**

5.1 The Lessor hereby grants to the Lessee, with effect from the Signature Date, the right to access the Property as such times as the Lessee may deem necessary or desirable for the purposes of conducting the Studies, and/or to bring onto the Property, erect and use all equipment required for the Studies.

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- 5.2 The Lessor hereby grants to the Lessee, with effect from the Commencement Date, the exclusive right to pursue and perform all activities on the Property relating to the conducting of the Project.
- 5.3 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall be entitled to:
- 5.3.1 erect PV Modules and install, operate and maintain all electrical and other installations relating to the PV Power Plant on the Property in accordance with the applicable laws, by-laws and regulations;
 - 5.3.2 dig trial pits;
 - 5.3.3 fell trees that would interrupt or otherwise negatively affect the development, construction and/or operation of the PV Power Plant;
 - 5.3.4 construct any roads over the Property which, in the opinion of the Lessee, are necessary and/or desirable for the successful commissioning and operation of the PV Power Plant;
 - 5.3.5 design and erect an appropriate linkage to the national electricity grid which shall include the installation of transmission lines and which may include the erection of an electricity substation, a control room and stores facility;
 - 5.3.6 install, erect or construct any other facility or equipment necessary, in the discretion of the Lessee, for the successful commissioning, operation and protection of the PV Power Plant;
 - 5.3.7 construct any fencing on the Property necessary to protect any PV Modules or other equipment constructed, installed and/or erected by or on behalf of the Lessee on the Property;

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- 5.3.8 erect signs on the Property, including signs advising that the Lessee is erecting PV Modules and/or other equipment relating to the PV Power Plant on the Property, and identifying all such PV Modules and/or other equipment on the Property as the property of the Lessee;
- 5.3.9 make any modifications and/or improvements to any of the items contemplated in 5.1 to 5.3.8, which the Lessee may consider necessary and/or desirable;
- 5.3.10 do such other things necessary or convenient for the proper enjoyment of the right to generate electricity on the Property and/or lead, convey or transmit electricity across the Property; and
- 5.3.11 Enter and exit the Property as and when the Lessee deems fit (provided that any representatives, employees, agents or sub-contractors of the Lessee are clearly and visibly authorized by the Lessee to enter the Property).
- 5.4 Subject to 12.3, all costs in connection with the activities contemplated in 5.1 and 5.2 shall be borne by the Lessee.
- 5.5 The Lessee shall not use the Property for any purpose other than as permitted in terms of this Agreement.
- 5.6 It is recorded that BWSC3 (or their respective successors-in title or assigns) and its affiliated companies BWSC2 and BWSC1 and BWSGC intend to construct and operate PV power plants and an electricity substation on properties adjacent to the Property and that real rights (including servitudes) against the Property shall be granted and registered for the purposes of the traversal of such PV power plants' connection lines to a common substation.
- 5.6.1 The Lessor, as owner of the Property, hereby agrees and undertakes to register perpetual servitudes of electric power transmission over the Property in favor of BWSC3, BWGC, BWSC2 and BWSC1 (and their

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respective successors-in title or assigns) (the "**Servitudes**"). The Servitudes shall be binding upon the heirs, administrators, assigns or successors in title of the Lessor, as owner of the Property. The Lessor hereby undertakes to sign all such documents, and to do all such other things which may be necessary and/or required for the due execution and registration of the Servitudes.

5.6.2 The Lessee, as leaseholder in terms of this Agreement, hereby agrees and consents to the registration of the Servitudes, and undertakes not to impede upon the rights of BWSC3 and/or BWSC2, BWSC1 and BWGC under the Servitudes, or to interfere with the undisturbed exercise of such rights. The provisions of this 5.6. shall constitute a *stipulation alteri* in favor BWSC2, BWSC1 and BWGC (and their respective successors-in-title and assigns), the benefits of which may be accepted at any time.

5.7 The Lessor (nor any of its affiliates) shall, at any time during this Agreement, and for a period of 24 month after termination of this Agreement for whatever reason, make or accept any offers of a similar nature from any competitor of the Lessee (or its shareholders) by or under any agreement, without the prior written consent of the Lessee.

5.8 The Lessor hereby grants to the Lessee a power of attorney to enable it to make submissions and application at any time during the term of this Agreement, on the Lessor's behalf, for any authorizations, licenses, permits, approvals which may be necessary in respect of the Property under the provisions of any law for conducting the Project. In addition to granting this power of attorney, the Lessor undertakes to sign all and any documents required by any authority under the provisions of any law, before the required authority, licence, permit, approval, consent application or rezoning can be granted in respect of the Property.

5.9 Upon the expiration or termination of this Agreement for any reason other than a cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled and obliged, within [12] months at its

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own cost decommission the PV Power Plant, to demolish and remove all installations made or erected by the Lessee on the Property and return the Property to the Lessor in good order, fair wear and tear accepted, subject to the following:

- 5.9.1 the Lessee may, in its discretion, elect to leave on the Property the electrical lines and all underground installations, provided that the Lessee shall be obliged to remove all foundations up to a depth of at least one meter and to fill all excavations in such a way that the agricultural land use potential is restored and rehabilitated using only vegetation indigenous to the area concerned; and
- 5.9.2 the Lessor may notify the Lessee in writing that it wishes to keep the access road structures for his own use after termination of this Agreement which election shall be communicated to the Lessee in writing within 10 Business Days after termination, in which event the Lessee shall not be obliged to remove the access road structures and the Lessor shall not have a claim against the Lessee in this regard whatsoever.
- 5.10 Upon the cancellation of this Agreement by the Lessee pursuant to a breach by the Lessor, the Lessee shall be entitled (but not obliged to) within [12] months at its own cost decommission the PV Power Plant, and to demolish and remove all installations made or erected by the Lessee on the Property.

6. **Accession**

- 6.1 All equipment and/or other installations ("**Assets**"), whether for Studies or the Project, constructed, erected, used, based, installed or affixed to Property by the Lessee is intended to remain on the Property only for so long as the Agreement is in force and shall not accede to the Property. Such equipment and/or other installations shall, notwithstanding that it may be of a fixed or permanent nature, shall remain the property of the Lessee.

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6.2 The Lessor hereby irrevocably waives in favor of the Lessee and/or any creditor of the Lessee the Lessor's hypothec over the any of the Assets. The Lessor acknowledges and agrees that it understands the meaning and effect of the waiver contemplated herein. The provisions of this 6.2 shall constitute a *stipulatio alteri* in favor of any creditor of the Lessee, the benefits of which may be accepted at any time and in any manner.

7. **Occupation**

Occupation of the Property shall be given to the Lessee on the Date of Signature, subject to the Lessor's rights to continued occupation and farming activities in terms of 14.

8. **Compliance**

The Lessee shall materially comply with all law, bylaw, ordinance, proclamation or statutory regulation or any condition of any licence or permit relating to or affecting the occupation and use of the Property by the Lessee, and any title deed conditions pertaining to the Property.

9. **Subletting and assignment**

9.1 The Lessee shall at any time be entitled:

9.1.1 to sublet the Property (or portions thereof) to any third party;

9.1.2 to cede all or any of its rights (whether as security or otherwise}, and/or delegate all or any of its obligations in terms of this Agreement, to any third party; and/or

9.1.3 to register, or procure the registration of, a mortgage bond and/or any other security against this Lease in favor of any third party;



Provided that written notification of such subletting, cession and/or delegation, or registration of a mortgage bond or any other security is provided to the Lessor.

9.2 It is expressly agreed that no further consent from the Lessor shall be necessary in order to fully effect the subletting, and/or cession and delegation, or the registration of a mortgage bond and/or other any security against this Lease, as contemplated in 9.1. The Lessor shall sign all such documents as may be necessary and/or required in order to effect any such cession and/or delegation, or any such registration of a mortgage bond and/or other security against this Lease (including the perfection, or enforcement of any right under, such mortgage bond or other security}, and hereby irrevocably authorizes the Lessee to sign any such documents on behalf of the Lessor.

10. **Insurance**

10.1 The Lessee shall, by no later than the Commencement Date, take out insurance for, and pay all insurance premiums relating to, the PV Modules and all improvements on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property. The Lessee shall, in its sole discretion, determine the extent of the risks to be insured from time to time.

10.2 The Lessee shall, by no later than the Commencement Date, at its own cost procure public liability insurance cover in respect of any damages sustained by any person on, in or about the Property arising out of the Lessee's Project for an amount of not less than R10 000 000 in respect of any one claim.

10.3 The Lessor may, in his discretion, shall take out insurance for, and pay all insurance premiums relating to, the Property and all Improvements thereon (excluding any improvements relating to equipment and installations on the Property which were installed by, or at the request of, the Lessee for the purposes of conducting the Project on the Property).

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11 **Maintenance of the Property**

11.1 The Lessor shall be responsible for the maintenance of the Property excluding the maintenance of the PV Modules, the equipment and roads installed or built by the Lessee for purposes of the Project on the Property.

11.2 The Lessor shall install and maintain firebreaks on the Property to the extent the Lessee deems necessary for the protection of the PV Power Plant and any other infrastructure and/or installations on the Property relating to, or required for the operation of, the PV Modules and/or for the transmission of electricity.

12 **Lessor's further obligations**

12.1 Notwithstanding anything contained in this Agreement, the Lessor shall not do anything, or omit doing anything, or allow any act or omission by a third party, which may impede, conflict with, or otherwise interfere with undisturbed development, construction and/or operation of the PV Power Plant, or the conducting of the Project, without the prior written consent of the Lessee.

12.2 Without derogating from the generality of 5.2, the Lessee (and/or its duly authorized representative(s) or agents) shall not (without the prior written consent of the Lessee):

12.2.1 perform any act that may potentially have the effect of reducing the PV Modules' ability to generate electricity;

12.2.2 build, install or erect any improvements on the Property, which may potentially affect the undisturbed development, construction and/or operation of the PV Power Plant;

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- 12.2.3 obstruct the construction of any works on the Property and shall, when necessary, remove any livestock from such parts of the Property as is necessary during the construction of any such works;
- 12.2.4 Agree or grant any right or entitlement in or to the Property to any third party where such third party's activities may potentially be in conflict with the rights granted to the Lessee in terms of this Agreement.
- 12.3 The Lessor shall pay and continue to pay all property rates and taxes relating to the Property as and when they become due. To the extent that such rates and taxes are increased after the Commencement Date as a result of the increase in the value of the Property, directly caused by the construction of improvements by the Lessee on the Property, the Lessee shall reimburse the Lessor in respect of 50% of such increase (the "**Lessor's R&T Portion**").
- 12.4 The extent of the Lessor's R&T Portion shall be determined as follows:
- 12.4.1 the Lessor shall notify the Lessee in writing of any increase after the Commencement Date in the rates and taxes payable in respect of the Property, within 10 Business Days of the date on which such increase is communicated to the Lessor by the relevant authorities;
- 12.4.2 Duly authorized representatives of the Parties shall meet within 5 Business Days of the date on which the Lessor receives the notice contemplated in 12.4.1 to agree the value of the Lessor's R&T Portion. If the representatives of the Parties reach agreement on the value of the Lessor's R&T Portion, such agreement shall be reduced to writing and signed by both Parties;
- 12.4.3 if the representatives of the Parties fail to reach agreement as contemplated in 12.4.2 within the aforesaid 5 Business Day period (or such extended period as the Parties may agree in writing), the Parties shall appoint an independent expert by agreement, failing which agreement within 10 Business days of any Party requiring such agreement, such independent expert shall be appointed by the Chairman



of the South African Institute of Valuers. Such independent expert shall within 15 Business Days thereafter determine:

- 12.4.3.1 the value of the Property with the Lessee's improvements thereon, and the notional value of the Property without any of the Lessee's improvements thereon;
- 12.4.3.2 the notional value of the rates and taxes which would have been payable in respect of the Property, taking into account the notional value of the Property without any of the Lessee's improvements thereon referred to in 12.4.3.1 (the "**Notional R&T**"); and
- 12.4.3.3 the difference between the value of the rates and taxes after the increase contemplated in 12.4.1 and the Notional R&T;
- 12.4.4 The cost of the valuation shall be borne by the Parties in equal shares;
- 12.4.5 the determinations and calculations of the independent expert referred to in 12.4.3 shall in the absence of fraud or manifest or clerical error be final and binding upon the Parties;
- 12.4.6 Upon receipt of the written determinations and calculations of the independent expert referred to in 12.4.3, the Lessee shall provide a copy thereof to the Lessor. The Parties agree that the value determined by the independent expert as contemplated in 12.4.3.3 shall be the value of the Lessor's R&T Portion until the next increase of the rates and taxes in respect of the Property.
- 12.5 The Lessor shall provide the Lessee with any keys necessary to give access to or within the Property, and the Lessee agrees to close and/or lock any gates that the Lessee opens in exercising its rights under this Agreement.



12.6 The Lessor shall not object to any planning application or procedure made or initiated by the Lessee in respect of any use or development of the Property as contemplated in this Agreement.

12.7 The Lessor grants the Lessee the right to gain access to the Property through any other adjoining or abutting land of the Lessor as is reasonably necessary for the Lessee's use of the Property as contemplated in this Agreement.

12.8 The Lessor hereby indemnifies and holds harmless the Lessee against any claim, loss or damage, made against or sustained by the Lessee, arising from or in connection with any breach of contract, or wrongful or negligent act or omission of the Lessor and/or any representative, agent and/or employee of the Lessor.

13. **Lessor's warranties and representations**

13.1 Each Party hereby warrants and represents to and in favor of the other Party, as at the Date of Signature, that:

13.1.1 It is duly authorized and empowered to enter into this Agreement;

13.1.2 It has taken all necessary action required to empower and authorize to enter into this Agreement and any agreement concluded pursuant thereto. Such action includes the Lessor having obtained all consents required from any mortgagee, servitude holder and any other person having an interest in the Property prior to the execution of this Agreement;

13.1.3 to the best of its knowledge, no fact or circumstance exists which may have the effect that the terms of this Agreement are not capable of being fully enforced or that the rights set out in this Agreement are not capable of being exercised by the Parties;

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- 13.1.4 the execution of this Agreement and any agreements concluded pursuant thereto will not conflict with, or constitute a breach of any of the provisions of, any other Agreement, obligation, restriction or undertaking, which is binding on it;
- 13.2 The Lessor hereby warrants and represents to and in favor of the Lessee, as at the Date of Signature, that:
- 13.2.1 there are no options or encumbrances in favor of any person in respect of the Property, including (but not limited to) options or encumbrances which may prevent the Lessee from utilizing the Property in accordance with this Agreement or which may otherwise limit the rights of the Lessee in terms of this Agreement; and
- 13.2.2 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it.
- 13.3 Subject to the undertakings of the Lessor in terms of this Agreement, the Lessor does not warrant that the Lessee will be granted any regulatory approvals which are required for the conducting of the Project.

14. **The Lessor's continued occupation and farming activities**

- 14.1 Notwithstanding the fact that the entire Property is let to the Lessee, any rights in respect of the use of the Property not granted to the Lessee in terms of this Agreement shall be retained by the Lessor, including but not limited to the Lessor's right to remain in occupation of the farmhouse and all outbuildings for the duration of the Agreement and the rental payable by the Lessee to the Lessor has been calculated on the basis of such continued occupation and reduced accordingly.

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14.2 The Lessor shall, notwithstanding the existence of this Agreement, must continue with all farming activities that it was engaged in prior to the Signature Date, subject to the provisions of 14.3.

14.3 The Lessor shall exercise its rights in terms of 14.1 and 14.2 in such a manner that they do not interfere with or compromise any activities of the Lessee permitted under, and/or the exercise of the rights of the Lessee in terms of, this Agreement.

15. **Relationship of Parties**

The Parties are independent of one another and nothing in this Agreement should be construed as constituting a joint venture or partnership between them.

16. **Limitation of liability**

16.1 Neither Party (the "**defaulting Party**") shall be responsible for any loss, damage or injury which the other Party (the "**aggrieved Party**"), its employees, agents, customers or invitees may directly or indirectly suffer (save for where such loss, damage or injury is caused through the grossly negligent or willful act or omission of the defaulting Party, the defaulting Party's employees, agents or sub-contractors) by reason of any cause either wholly or partly beyond the defaulting Party's control.

16.2 Notwithstanding anything to the contrary contained in this Agreement, but save for such provisions of this Agreement which specifically provide for the payment of such losses and/or damages, neither Party shall be liable to the other Party under any circumstances for any indirect or consequential losses and/or damages of whatsoever nature and howsoever arising out of or in connection with this Agreement including, without limitation, such damages arising out of the negligence of either Party or its employees.

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17. **Breach of Agreement**

17.1 Should the Lessee:

17.1.1 fail to pay any amount due by it in terms of this Agreement on due date and fail to remedy such breach within a period of [120] days after the giving of written notice to that effect by the Lessor;

17.1.2 commit any other material breach of any provision of this Agreement and fail to remedy that breach within [120] days after the giving of written notice to that effect by the Lessor,

Then, without prejudice to any other rights that the Lessor may have under this Agreement or by law, the Lessor may by written notice to the Lessee either:

17.1.3 cancel this Agreement, provided that the Lessor may only cancel this Agreement if the breach is material and cannot be remedied by a monetary award; or

17.1.4 Obtain an order against the Lessee for specific performance.

17.2 The Lessor may not cancel this Agreement whilst the Lessee is indebted to any financier, unless the Lessor has provided written notice of such cancellation to any such financier and has afforded any such financier the opportunity to enforce any of its rights against the Lessee (including the right to take cession of the Lessee's rights in terms of this Agreement) for a period of [90] days from the date of receipt of such notice by the financier concerned.

18. **Holding over**

18.1 Should the Lessee at any time dispute the Lessor's right to cancel this Agreement and remain in occupation of the Property pending the determination of such dispute, then:

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- 18.1.1 the Lessee shall continue to pay all amounts due to the Lessor in terms of this Agreement on the due dates of same;
- 18.1.2 the Lessor shall be entitled to recover and accept those payments;
- 18.1.3 The acceptance by the Lessor of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to cancellation of this Agreement or for damages.
- 18.2 Should the dispute between the Lessor and the Lessee be determined in favor of the Lessor in terms of this 18, any amounts paid by the Lessee shall be regarded as amounts paid on account of the loss and/or damages sustained by the Lessor as a result of the holding over by the Lessee of the Property.

19. **Dealings with the Property**

- 19.1 The Lessor shall not be entitled to sell, transfer, dispose of, alienate, mortgage, charge, encumber or otherwise deal with the Property unless:
- 19.1.1 the Lessee has consented thereto in writing; or
- 19.1.2 in the case of a sale and transfer the Property, the Lessor strictly complies with the provisions contained in 19.2; or
- 19.1.3 in the case of a mortgage, charge and/or other encumbrance against the Property, if the mortgage, charge and/or other encumbrance ranks

Behind this Agreement and the relevant holder or beneficiary of the mortgage, charge or other encumbrance agrees in writing to be bound by the provisions contained in 19.2.

- 19.2 Should the Lessor wish to sell the Property (the "**Intended Alienation**"), it shall notify the Lessee in writing of the Intended Alienation (the "**Sale**

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Notice"). The Parties shall negotiate in good faith for the conclusion of an agreement of sale of the Property at a price and upon terms and conditions acceptable to the Parties.

19.3 Should the Parties fail to conclude an agreement of sale of the Property as contemplated in 19.2 within 20 Business Days from the date on which the Sale Notice is received by the Lessee, the Lessor may negotiate with other interested buyers for the sale of the Property.

19.4 Should the Lessor receive an offer from a *bona fide* third party (the "**Third Party Purchaser**") for the purchase of the Property (the "**Third Party Offer**"), it shall provide written notice (the "**Option Notice**") thereof to the Lessee, which notice shall include a true copy of the Third Party Offer (which Third Party Offer shall include all terms and conditions relating to the sale of the Property to the Third Party Purchaser). The Option Notice shall be deemed to be an offer by the Lessor to sell the Property to the Lessee (or its nominee) (the "**Offer**") on the following terms:

19.4.1 the price at which the Property is offered for sale (the "**Purchase Price**") shall be equal to the cash price stipulated in the Third Party Offer;

19.4.2 the Offer shall be open for acceptance by the Lessee (or its nominee) (by notice in writing to the Lessor) for a period of 10 Business Days calculated from the date on which the Option Notice was received by the Lessee;

19.4.3 registration of transfer of the Property shall be effected by the conveyancers nominated by the Lessee (or its nominee) for such purpose, at the Lessee's cost, as soon as possible after the Offer is accepted by the Lessee (or its nominee), and the Lessor shall sign all necessary documents to enable the conveyancers to register transfer of the Property to the Lessee (or its nominee), as soon as possible after it is requested to do so;

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19.4.4 the Lessee (or its nominee) shall pay the Purchase Price on the date of registration of transfer of the Property into the name of the Lessee (or its nominee) in the Deeds Office (the "**Transfer Date**");

19.4.5 The Lessee's right to occupy the Property under this Agreement until Transfer Date shall not be negatively affected in any way. After the Transfer Date the Lessee (or its nominee) shall continue to occupy the Property as owner thereof;

19.4.6 the Property shall be sold subject to the following warranties:

19.4.6.1 the Lessor is the owner of the Property;

19.4.6.2 the Lessor has the right, power and authority to sell the Property;

19.4.6.3 there are no options or encumbrances in favor of any person in respect of the Property other than as contemplated in this Agreement; and

19.4.6.4 to the best of its knowledge, there are no pending actions, suits, claim, disputes or other proceedings affecting the Property or any part of it,

but shall otherwise be sold *voetstoots*;

19.5 in the event of the Lessee (or its nominee) not accepting the Offer within the period set out in 19.4.2 or waiving its right to purchase the Property in terms of this 19.2, the Lessor shall be entitled to sell the Property to the Third Party Purchaser at the price and strictly subject to the terms contained in the Third Party Offer.

19.6 The provisions of 19 shall not apply to the sale or alienation by the Lessor or his executor or trustee of the Property to a spouse or child or sibling of the Lessor or to a wholly owned subsidiary of the Lessor provided that such spouse or child or sibling or wholly owned subsidiary has entered into an agreement with the Lessee in terms of which they agree to be bound by the

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provisions of this 19 in the event that they should wish to sell or alienate the Property to a third party in the future.

19.7 Should the Property at the Date of Signature be subject to a mortgage bond or bonds, the Lessor shall procure the cancellation of such mortgage bond or bonds, or the written consent of the relevant bond holder(s) that this Agreement ranks preferent to the relevant bond (s).

20. **Destruction of Property**

20.1 Should the Property be destroyed (whether in whole or partially) or damaged to such an extent which prevents the Lessee from conducting the Project on the Property to such extent which in the opinion of the Lessee is economically viable, the Lessee shall be entitled to:

20.1.1 terminate this Agreement with immediate effect; or

20.1.2 utilize any insurance proceeds which it has received to reinstate the Property to such extent which would enable it to use the Property as contemplated in this Agreement.

20.2 Should the Lessee elect to reinstate the Property in accordance with 20.1.2:

20.2.1 the Lessee shall not be liable for any further rental until the reinstatement is completed; and

20.2.2 The period of this Agreement shall be extended by a period equal to the period from the date of destruction until the date on which the reinstatement is completed.

21. **Termination**

21.1 This Agreement shall automatically terminate if Financial Close has not been achieved on or before the expiry of the Initial Period, in which event



no Party shall have any claim against the other Party as a result of such termination.

21.2 The Lessee may at any time terminate this Agreement upon giving 1 month written notice to the Lessor without being required to ascribe any reason/s for such termination, and the Lessor shall be obliged to accept such termination.

21.3 Should the Lessee terminate this Agreement in terms of this 21.2, it shall pay the Lessor a termination fee of R100 000 (excluding VAT). Save for such termination fee, the Lessor shall have no further claim against the Lessee as a result of such termination.

21.4 The Parties agree that the termination of this Agreement for whatsoever reason shall not affect any of their rights which vested prior to such termination.

22. **Confidentiality**

22.1 Without the prior written consent of the other Party, each Party will keep confidential and will not disclose to any person:

22.1.1 the details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such Party during the course of negotiations, as well as the details of the transactions contemplated in this Agreement; and

22.1.2 all information relating to the business or the operations and affairs of the Parties together ("**Confidential Information**").

22.2 The Parties agree not to use any of the Confidential Information for any purpose other than as contemplated in this Agreement and to keep all Confidential Information confidential and to disclose it only to their officers, directors, employees, consultants and professional advisers who:



- 22.2.1 have a need to know (and then only to the extent that each such person requires the Confidential Information in order to fulfil his or her functions properly);
 - 22.2.2 are aware that the Confidential Information should be kept confidential;
 - 22.2.3 are aware of the disclosing Party's undertaking in relation to such information in terms of this Agreement; and
 - 22.2.4 Have been directed by the disclosing Party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.
- 22.3 The obligations of the Parties in relation to the maintenance and non-disclosure of Confidential Information in terms of this Agreement do not extend to information that:
- 22.3.1 Is disclosed in terms of 19.6 and the recipient of the information has given a written confidentiality undertaking;
 - 22.3.2 Is disclosed by the Lessee to potential investors in respect of the Project on the Property;
 - 22.3.3 is disclosed to the receiving Party in terms of this Agreement but at the time of such disclosure such information is known to be in the lawful possession or control of that Party and not subject to an obligation of confidentiality;
 - 22.3.4 is or becomes public knowledge, otherwise than pursuant to a breach of this Agreement by the Party who received such confidential information;
 - 22.3.5 Is required to be disclosed by the provisions of any law, statute or regulation, or during any court proceedings.

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23. **Arbitration**

23.1 Subject to 23.2, in the event of any dispute of any nature whatsoever arising between the Parties in respect of any matter provided for in, or arising out of, this Agreement, then that dispute shall be submitted to and decided by arbitration. Any arbitration arising out of this 23 shall be referred to the Arbitration Forum of Southern Africa, and shall be conducted in accordance with the standard terms and conditions and summary procedure rules then applicable in that forum, such arbitration to take place at a duly designated location within the city of Cape Town, South Africa.

23.2 The provisions of 23.1 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.

24. **Addresses**

24.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purpose of this Agreement:

24.1.1 as to the Lessor:

Address: **Quaggafontein, Beaufort West, 6970**

Telefax No: **No Number**

e-mail address: olivierpg5@gmail.com

24.1.2 as to the Lessee:

Address: **25 the Oval, UCC, Ballito, 4390**

Telefax No: **+2786 6008622**

e-mail address: emil@upgrade-energy.com and javisagie@gmail.com



24.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and it shall only be competent to give that notice by hand delivery, e-mail or fax, all with proof of reception.

24.3 Either Party may give written notice to the other Party to change its chosen address and/or telefax number or e-mail address to another physical address, telefax number or e-mail address in South Africa, provided that the change shall become effective on the 10th Business Day after the receipt of the notice by the addressee in respect of that Party's physical address and on the dates set out in such notice in respect of that Party's telefax number or e-mail address.

24.4 Any notice to a Party contained in the correctly addressed envelope and delivered by hand to a responsible person, being a representative of such Party, during ordinary business hours at its chosen address shall be deemed to have been received. Any notice telefaxed or sent by e-mail to a Party shall be deemed to have been received on the day following transmission of the telefax or e-mail.

24.5 Notwithstanding anything to the contrary contained in this 24, a written notice or communication actually received by a Party shall be an adequate notice or communication to him/her notwithstanding that it was not sent or delivered as provided for in this 24.

25. **Limitation of liability**

The aggregate liability of the Lessee shall be limited to the amount of the annual rental payable in terms of 3.3.

26. **Costs and registration**

26.1 The Lessee shall procure that this Agreement be registered in the title deed(s) of the Property for the full period while this Agreement remains in

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force. The Lessor shall co-operate with the Lessee to achieve registration as soon as possible following the Date of Signature. For the purpose of registration, the Lessor shall upon request hand the title deeds to the Property to the Lessee's conveyancers.

26.2 The Lessee shall bear all costs of and incidental to the notarial execution and the registration of this Agreement, including any costs relating to the obliged necessary approvals.

26.3 All legal costs incurred by either Party in consequence of any default of the provisions of this Agreement by the other Party shall be payable on demand on the scale as between attorney and own client and shall include the costs incurred by such Party in endeavoring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favor of such Party in relation to its rights in terms of or arising out of this Agreement.

27. **General**

27.1 This Agreement contains the entire agreement between the Parties in regard to the subject matter of this Agreement.

27.2 Neither Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

27.3 No addition to or variation, consensual cancellation or novation of this Agreement, and no waiver of any right arising from this Agreement, shall be of any force or effect unless reduced to writing and signed by duly authorized representatives of the Parties.

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- 27.4 Any indulgence, leniency or extension granted by a Party at any time shall not be construed as a novation or waiver of any rights by that Party under this Agreement.
- 27.5 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 27.6 Should this Agreement be translated into any other language, the Parties agree that to the extent that any conflict exists between the signed English version and such translated version (whether or not signed), the English version shall prevail.

Signed at **Beaufort West** on **28 June 2021**.

The Lessee

The Lessor



Beaufort West Solar 3

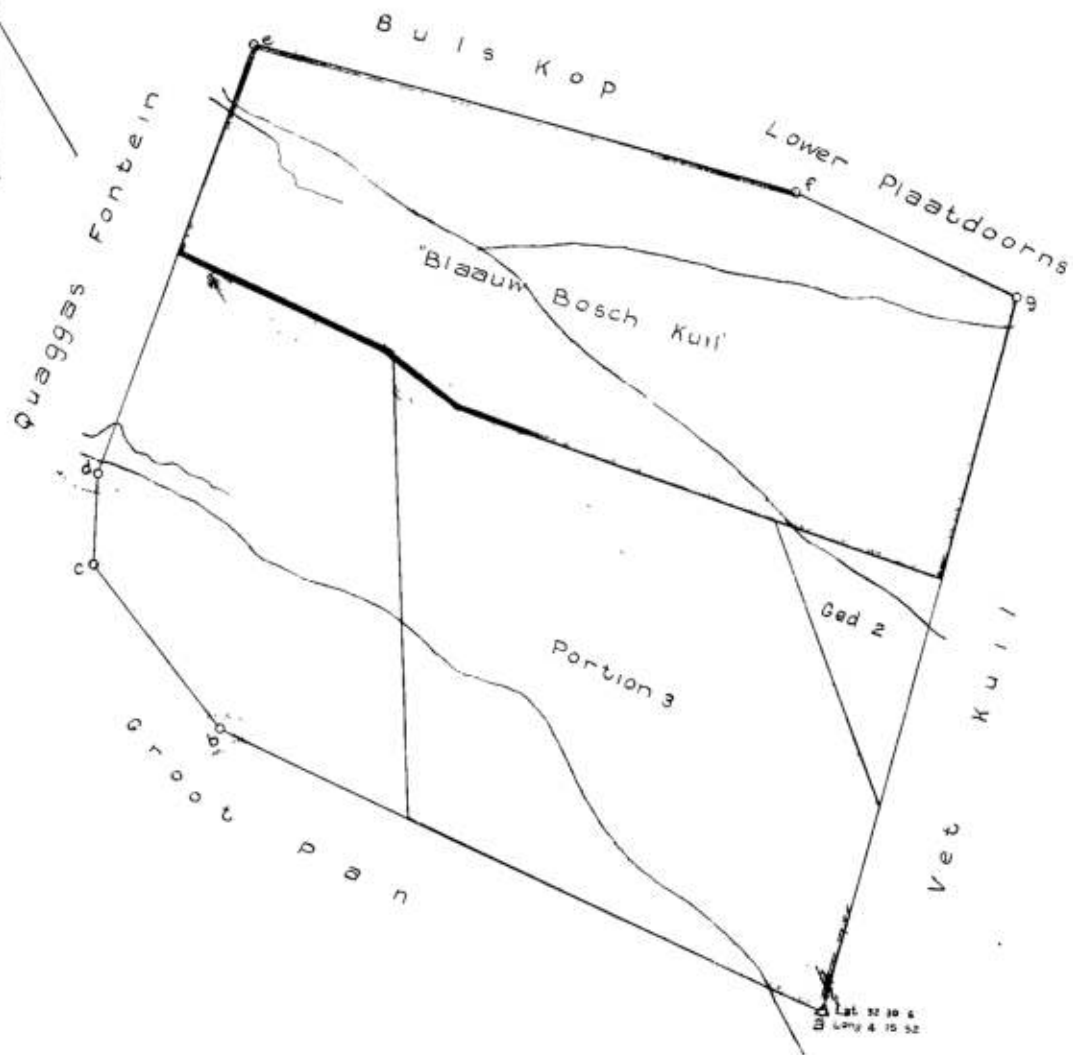


Peter Gerardus Olivier

Represented by Jan Visagie

Annex A - Diagram of Property

The numerical data of this diagram are sufficiently consistent.
 (Sgd.) L. Marquard,
 Examiner.



SIDES		SIDES		ANGLES	
C. Roods	Eng. Ft.	AB	Eng. Ft.	A	O' " "
AB	1956.42	AB	24251.79	A	81. 2.30
BC	604.93	BC	7498.68	B	152.14.40
CD	270.63	CD	3354.70	C	141.21.20
DE	1344.78	DE	16669.84	D	160.21.30
EF	1657.02	EF	20540.44	E	95.13.50
FG	721.39	FG	8942.40	F	170.22.50
GA	2156.68	GA	26734.18	G	99.23.20

Area Eng. Mea. 17436.68 Acres

THE FARM Oude Volks Kraal No. 104
 BEAUFORT-WEST

The diagram colored yellow represents 8238 Morgen 175 Square Roods of Crown Land being the farm called OUDE VOLKS KRAAL situated in the Fieldcornetcy of Ward Beaufort, division of Beaufort.

Extending North to Buls Kop & Lower Plaatdoorns
 South to Groot Pan
 East to Vetkuil
 West to Quaggas fontein

Framed from actual survey,
 (Sgd.) J.A. Thwaits,
 Govt. Surveyor.

Scale: 100 0 1 2 3 4 1000 1500 2000 Cape Roods.

Beacons shown to G.J. Du Toit Fieldcornet.

Sheet CL-4

Copied from diagram relating to Title Bf.W.Q.13

29.7.1885

19.11.1963

MW/MF

			Morg.	Sq.Rds.	
Farm 165		Blaauw Bosch Kuil	3364	150	1903-167-11577
Part 2	E630/49 2092/49	Gedeelte 2	297.6691	-	18934-1949
• 3	E1761/54 9068/54	Portion 3	2844.5586	-	17430-1955

[Handwritten signature]
[Handwritten initials]

ASSIGNMENT OF NOTARIAL DEED OF LEASE

between

BEAUFORT WEST SOLAR COMPANY 1 (Proprietary) Limited

(Registration Number: 2013/137312/07)

("Assignor")

and

BEAUFORT WEST GRID COMPANY PROPRIETARY LIMITED

(Registration Number: 2013/136921/07)

("Assignee")

and

PETRUS GERHARDUS OLIVIER

(Identity Number: 7601195077084)

("Landowner")

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This Agreement is entered into on this 27 day of January 2024, by and between:

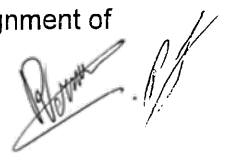
- a. **Beaufort West Solar Company 1 Proprietary Limited**, a limited liability company organised and existing under the laws of the Republic of South Africa hereinafter (Registration Number: 2013/137312/07) hereinafter "**Assignor**";
- b. **Beaufort West Grid Company Proprietary Limited**, a limited liability company organised and existing under the laws of the Republic of South Africa (Registration Number 2013/136921/07) hereinafter "**Assignee**"; and
- c. **Petrus Gerhardus Olivier** (Identity Number: 7601195077084) hereinafter collectively referred to as the "**Landowner**".

Each a "**Party**" and together the "**Parties**".

THE PARTIES AGREE AS FOLLOWS,

NOW, in consideration of the mutual commitments set forth herein, the Parties agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee all rights, title and interests and delegates its duties in Notarial Deed of Lease signed by the Landowner and Assignor over the remainder of Farm Quaggas Fontein No 166; in extent 2280,5207 hectares, Deed of Transfer no T000003321/2005 Deed pursuant to clause 9.1.2 of the Notarial Deed of Lease hereby attached as Annexure A.
2. The Assignee assumes and agrees to perform all the obligations of the Assignor and accepts rights, title and interest of the Assignor under the Notarial Deed of Lease Agreement and agrees to indemnify and hold the Assignor harmless for any obligations arising on or after the effective date of this Agreement. The Assignor agrees to indemnify and hold the Assignee harmless for any of the Assignor's obligations under the Notarial Deed of Lease Agreement that were accrued before the effective date of this Agreement. However, the Assignor retains its rights with regard to any defences to such obligations.
3. This Assignment is legally binding upon the Parties, their successors, and assigns, and shall be for their benefit.
4. The Assignor warrants and represents that the Notarial Deed of Lease Agreement is clear of any adverse liens, claims, or encumbrances.
5. By signature hereto, the Landowner acknowledges and consents to the assignment of the Notarial Deed of Lease by the Assignor to the Assignee.



6. For the purpose of executing the Agreement, a document signed and transmitted electronically (such as in PDF format through email) will be treated as an original document. The signature of any party on such a document will be considered an original signature, and the transmitted document will have the same binding effect as an original signature on a physical document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Handwritten signatures of two parties, one in blue ink and one in black ink, located in the bottom right corner of the page.

On behalf of the **Assignor**:

BEAUFORT WEST SOLAR COMPANY 1 (Proprietary) Limited



Name: Raf Vermeire

Capacity: Director

Date of Signature: 27 January 2024

Place of Signature: Sandton

(Who warrants that they are duly authorised thereto)

On behalf of the **Assignee**:

Beaufort West Grid Company Proprietary Limited.

Name: PETRUS GERHARDUS OLIVIER

Capacity: OWNER

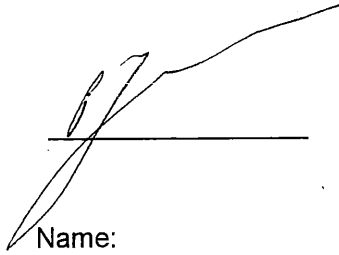
Date of Signature: 26 JANUARY 2024

Place of Signature: BEAUFORT WEST

(Who warrants that they are duly authorised thereto)



On behalf of the **Landowner**:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Name:

Capacity:

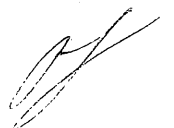
Date of Signature:

Place of Signature:

(Who warrants that they are duly authorised thereto)

A small, handwritten signature in black ink, located in the bottom right corner of the page.

Annexure A: Notarial Deed of Lease

A handwritten signature in black ink, appearing to be a stylized name, possibly "Rajendra".A second handwritten signature in black ink, appearing to be a stylized name, possibly "S. J.". It is located below the first signature.

Jauary

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ASSIGNMENT OF NOTARIAL DEED OF LEASE

between

BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited

(Registration Number: 2013/13968/07)

(**"Assignor"**)

and

BEAUFORT WEST GRID COMPANY PROPRIETARY LIMITED

(Registration Number: 2013/136921/07)

(**"Assignee"**)

and

PETRUS GERHARDUS OLIVIER

(Identity Number: 7601195077084)

(**"Landowner"**)

Handwritten signatures in the bottom right corner of the page.

This Agreement is entered into on this 27 day of January here 2024, by and between:

- a. **Beaufort West Solar Company 3 Proprietary Limited**, a limited liability company organised and existing under the laws of the Republic of South Africa hereinafter (Registration Number: 2013/139638/07) hereinafter "**Assignor**";
- b. **Beaufort West Grid Company Proprietary Limited**, a limited liability company organised and existing under the laws of the Republic of South Africa (Registration Number 2013/136921/07) hereinafter "**Assignee**"; and
- c. **Petrus Gerhardus Olivier** (Identity Number: 7601195077084) hereinafter collectively referred to as the "**Landowner**".

Each a "**Party**" and together the "**Parties**".

THE PARTIES AGREE AS FOLLOWS,

NOW, in consideration of the mutual commitments set forth herein, the Parties agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee all rights, title and interests and delegates its duties in Notarial Deed of Lease signed by the Landowner and Assignor over the remainder of Farm Oude Volks Kraal No 164; in extent 1483,3541 hectares, Deed of Transfer no T000003321/2005 pursuant to clause 9.1.2 of the Notarial Deed of Lease hereby attached as Annexure A.
2. The Assignee assumes and agrees to perform all the obligations of the Assignor and accepts rights, title and interest of the Assignor under the Notarial Deed of Lease Agreement and agrees to indemnify and hold the Assignor harmless for any obligations arising on or after the effective date of this Agreement. The Assignor agrees to indemnify and hold the Assignee harmless for any of the Assignor's obligations under the Notarial Deed of Lease Agreement that were accrued before the effective date of this Agreement. However, the Assignor retains its rights with regard to any defences to such obligations.
3. This Assignment is legally binding upon the Parties, their successors, and assigns, and shall be for their benefit.
4. The Assignor warrants and represents that the Notarial Deed of Lease Agreement is clear of any adverse liens, claims, or encumbrances.
5. By signature hereto, the Landowner acknowledges and consents to the assignment of the Notarial Deed of Lease by the Assignor to the Assignee.



Type text here

6. For the purpose of executing the Agreement, a document signed and transmitted electronically (such as in PDF format through email) will be treated as an original document. The signature of any party on such a document will be considered an original signature, and the transmitted document will have the same binding effect as an original signature on a physical document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Handwritten signatures in the bottom right corner of the page.

On behalf of the **Assignor**:

BEAUFORT WEST SOLAR COMPANY 3 (Proprietary) Limited



Name: Raf Vermeire

Capacity: Director

Date of Signature: 27 January 2024

Place of Signature: Sandton

(Who warrants that they are duly authorised thereto)

On behalf of the **Assignee**:

Beaufort West Grid Company Proprietary Limited.



Name: PETRUS GERHARDUS OLIVIER

Capacity: OWNER

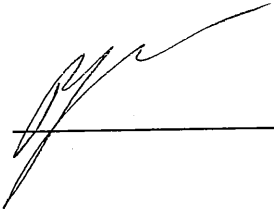
Date of Signature: 26 JANUARY 2024

Place of Signature: BEAUFORT WEST

(Who warrants that they are duly authorised thereto)

On behalf of the **Landowner**:

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes that form a stylized, cursive shape. The signature is positioned above a horizontal line.

Name:

Capacity:

Date of Signature:

Place of Signature:

(Who warrants that they are duly authorised thereto)

A small, handwritten signature in black ink, located in the bottom right corner of the page. It consists of a few stylized, overlapping strokes.

Annexure A: Notarial Deed of Lease




ASSIGNMENT OF NOTARIAL DEED OF LEASE

between

BEAUFORT WEST SOLAR COMPANY 2 (Proprietary) Limited

(Registration Number: 2013/139555/07)

("Assignor")

and

BEAUFORT WEST GRID COMPANY PROPRIETARY LIMITED

(Registration Number: 2013/136921/07)

("Assignee")

and

PETRUS GERHARDUS OLIVIER

(Identity Number: 7601195077084)

("Landowner")

Handwritten signatures in the bottom right corner of the page.

This Agreement is entered into on this 27 day of January 2024, by and between:

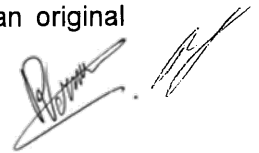
- a. **Beaufort West Solar Company 2 Proprietary Limited** (Registration Number: 2013/139555/07), a limited liability company organised and existing under the laws of the Republic of laws of the Republic of South Africa hereinafter "**Assignor**";
- b. **Beaufort West Grid Company Proprietary Limited**, a limited liability company organised and existing under the laws of the Republic of South Africa (Registration Number 2013/136921/07) hereinafter "**Assignee**"; and
- c. **Petrus Gerhardus Olivier** (Identity Number: 7601195077084) hereinafter collectively referred to as the "**Landowner**".

Each a "**Party**" and together the "**Parties**".

THE PARTIES AGREE AS FOLLOWS,

NOW, in consideration of the mutual commitments set forth herein, the Parties agree as follows:

1. The Assignor hereby transfers and assigns to the Assignee all rights, title and interests and delegates its duties in the Notarial Deed of Lease signed by the Landowner and Assignor over Portion Portion 3 of the Farm Steenrotsfontein No 166; in extent 707, 0429 hectares, Deed of Transfer no T000003321/2005 Deed pursuant to clause 9.1.2 of the Notarial Deed of Lease hereby attached as Annexure A.
2. The Assignee assumes and agrees to perform all the obligations of the Assignor and accepts rights, title and interest of the Assignor under the Notarial Deed of Lease Agreement and agrees to indemnify and hold the Assignor harmless for any obligations arising on or after the effective date of this Agreement. The Assignor agrees to indemnify and hold the Assignee harmless for any of the Assignor's obligations under the Notarial Deed of Lease Agreement that were accrued before the effective date of this Agreement. However, the Assignor retains its rights with regard to any defenses to such obligations.
3. This Assignment is legally binding upon the Parties, their successors, and assigns, and shall be for their benefit.
4. The Assignor warrants and represents that the Notarial Deed of Lease Agreement is clear of any adverse liens, claims, or encumbrances.
5. By signature hereto, the Landowner acknowledges and consents to the assignment of the Option Agreement by the Assignor to the Assignee.
6. For the purpose of executing the Agreement, a document signed and transmitted electronically (such as in PDF format through email) will be treated as an original




document. The signature of any party on such a document will be considered an original signature, and the transmitted document will have the same binding effect as an original signature on a physical document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name followed by a surname.

On behalf of the **Assignor**:

BEAUFORT WEST SOLAR COMPANY 2 (Proprietary) Limited



Name: Raf Vermeire

Capacity: Director

Date of Signature: 27 January 2024

Place of Signature: Sandton

(Who warrants that they are duly authorised thereto)

On behalf of the **Assignee**:

Beaufort West Grid Company Proprietary Limited.

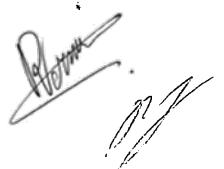
Name: PETRUS GERHARDUS OLIVIER

Capacity: OWNER

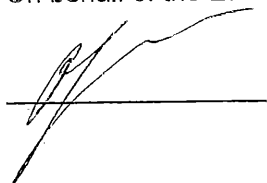
Date of Signature: 26 JANUARY 2024

Place of Signature: BEAUFORT WEST

(Who warrants that they are duly authorised thereto)



On behalf of the Landowner:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Name:

Capacity:

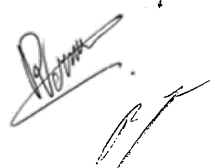
Date of Signature:

Place of Signature:

(Who warrants that they are duly authorised thereto)

A small handwritten signature in black ink, located in the bottom right corner of the page.

Annexure A: Notarial Deed of Lease

Handwritten signatures in the bottom right corner of the page. There are two distinct signatures, one above the other, both in dark ink.



BONDHOLDERS CONSENT

CONFIDENTIAL

The Land and Agricultural Development Bank of South Africa
P O Box 4235, Tyger Valley, 7536
Belvedere Office Park, Block C - Ground Floor, Pasita Road, Durbanville, 7530



Tel: +27 (0) 21 974 2200
Fax: +27 (0) 21 974 2210
www.landbank.co.za

Registered credit provider: Reg number NCRCP18

02 May 2024

Upgrade Energy (Pty) Ltd
P O Box 1171
UMHLANGA ROCKS
4320

Client No. : 106663
Contract No. : 4004601
(A Salie)

RE : 1) REZONING OF MORTGAGED PROPERTY
2) REGISTRATION OF LEASE AREAS

PETRUS GERHARDUS OLIVIER
(IDENTITY NO. 7601195077084)

YOUR REFERENCE : EMIL UNGER

With reference to the above, I wish to inform you that the Bank has no objection to the following, namely :-

- 1) for development of Renewable Energy Structures and ancillary uses on below properties (i) – (iii) zoned under Agricultural Zone 1; and
- 2) the registration of a Notarial Deed of Lease over below properties (i) – (iii) namely :-
 - (i) Remainder of the farm OUDE VOLKS KRAAL No. 164, Division of Beaufort West, in the Northern Cape Province
MEASURING : 1483,3541 (One Thousand Four Hundred and Eighty Three comma Three Five Four One) hectares
 - (ii) Remainder of the farm QUAGGAS FONTEIN No. 166, Division of Beaufort West, in the Northern Cape Province
MEASURING : 2280,5207 (Two Thousand Two Hundred and Eighty comma Five Two Zero Seven) hectares
 - (iii) Portion 3 of the farm STREENROTSFONTEIN No. 168, Division of Beaufort West, in the Northern Cape Province
MEASURING : 707,0429 (Seven Hundrd and Seven comma Zero Four Two Nine) hectares

Directors : Ms R Nkosi (Chairperson), Prof JF Kirsten, Ms TN Mashanda, Ms NP Motshegoa, Ms D Maitufi, Ms E Pillay, Dr MM Tom, Adv DW Van der Westhuizen, Mr TM Rikhotso (Chief Executive Officer), Ms KH Mukhari (Chief Financial Officer) and Adv B Raseroka (Company Secretary)

AS

CONFIDENTIAL

Client No. : 106663
Contract No. : 4004601

Should you require any further information, you may contact the Cape Town office of the Bank.

Yours faithfully

pp Abubakar Salie
Craig Harrison : Provincial Manager – Western Cape

Annexure B: DFFE Environmental Authorisations/ Approvals



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Private Bag X 447· PRETORIA ·0001· Environment House ·473 Steve Biko Road, Arcadia· PRETORIA

DFFE Reference: 14/16/12/3/3/1/2672

Enquiries: Ms Thulisile Nyalunga

Telephone: (012) 399 9405 **E-mail:** tnyalunga@dfpe.gov.za

Mr Emil Unger
Upgrade Energy (Pty) Ltd
P. O. Box 1171
UMHLANGA ROCKS
4320

Cell phone Number: 082 465 9825
E-mail: emil@megatrade.co.za

PER EMAIL / MAIL

Dear Mr Unger

APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, ACT NO. 107 OF 1998, AS AMENDED FOR THE DEVELOPMENT OF THE BEAUFORT WEST GRID AND ASSOCIATED INFRASTRUCTURE NEAR BEAUFORT WEST IN THE WESTERN CAPE PROVINCE

With reference to the above application, please be advised that the Department has decided to grant authorisation. The Environmental Authorisation (EA) and reasons for the decision are attached herewith.

In terms of Regulation 4(2) of the Environmental Impact Assessment Regulations, 2014, as amended (the EIA Regulations), you are instructed to notify all registered interested and affected parties, in writing and within fourteen (14) days of the date of the decision, of the decision, as well as the provisions regarding the submission of appeals that are contained in the Regulations.

In terms of the Promotion of Administrative Justice Act, Act No. 3 of 2000, you are entitled to the right to fair, lawful and reasonable administrative action; and to written reasons for administrative action that affects you negatively. Further your attention is drawn to the provisions of the Protection of Personal Information Act, Act No. 4 of 2013 which stipulate that the Department should conduct itself in a responsible manner when collecting, processing, storing and sharing an individual or another entity's personal information by holding the Department accountable should the Department abuse or compromise your personal information in any way.

Your attention is drawn to Chapter 2 of National Environmental Management Act, Act No. 107 of 1998 National Appeal Regulations published under Government Notice R993 in Government Gazette No. 38303 dated 08 December 2014 (National Appeal Regulations, 2014), which prescribes the appeal procedure to be followed. Kindly include a copy of this document (National Appeal Regulations, 2014) with the letter of notification to interested and affected parties in this matter.

Should any person wish to lodge an appeal against this decision, he/she must submit the appeal to the appeal administrator, and a copy of the appeal to the applicant, any registered interested and affected party, and any organ of state with interest in the matter within 20 days from the date that the notification of the decision was

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sent to the registered interested and affected parties by the applicant; or the date that the notification of the decision was sent to the applicant by the Department, whichever is applicable.

Appeals must be submitted in writing in the prescribed form to:

The Director: Appeals and Legal Review of this Department at the below mentioned addresses.

By email: appeals@dffe.gov.za;

By hand: Environment House
473 Steve Biko
Arcadia
Pretoria
0083; or

By post: Private Bag X447
Pretoria
0001

Please note that in terms of Section 43(7) of the National Environmental Management Act, Act No. 107 of 1998, as amended, the lodging of an appeal will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged, you may not commence with the activity until such time that the appeal is finalised.

To obtain the prescribed appeal form and for guidance on the submission of appeals, please visit the Department's website at https://www.environment.gov.za/documents/forms#legal_authorisations or request a copy of the documents at appeals@dffe.gov.za.

Yours faithfully


Mr Sabelo Malaza
Chief Director: Integrated Environmental Authorisations
Department of Forestry, Fisheries, and the Environment

Date: 27/04/2023

cc:	Ms Michelle Nevette	SiVest SA (Pty) Ltd	Email: michellen@sivest.co.za
	Mr Zaahir Toefy	Western Cape Department of Environmental Affairs and Development Planning (DEA&DP)	Email: Zaahir.Toefy@westerncape.gov.za
	Mr Kosie Haarhoff	Beaufort West Local Municipality	Email: Earl.cyster@drakenstein.gov.za

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forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Environmental Authorisation

In terms of Regulation 25 of the Environmental Impact Assessment Regulations, 2014, as amended

The development of the Beaufort West grid and associated infrastructure near Beaufort West in the

Western Cape Province

Central Karoo District Municipality

Authorisation register number:	<i>14/12/16/3/3/1/2672</i>
Last amended:	<i>First issue</i>
Holder of authorisation:	<i>Upgrade Energy (Pty) Ltd</i>
Location of activity:	<i>Farm Weltevreden No. 170 Portion 10 Farm Steentots Fountain No. 168 Portion 1 Farm Steentots Fountain No. 168 Portion 3 Beaufort West Local Municipality Central Karoo District Municipality Western Cape Province</i>

This authorisation does not negate the holder of the authorisation's responsibility to comply with any other statutory requirements that may be applicable to the undertaking of the activity.

Decision

The Department is satisfied, on the basis of information available to it and subject to compliance with the conditions of this Environmental Authorisation, that the applicant should be authorised to undertake the activities specified below.

Non-compliance with a condition of this Environmental Authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, Act No. 107 of 1998, as amended and the EIA Regulations, 2014, as amended.

Details regarding the basis on which the Department reached this decision are set out in Annexure 1.

Activities authorised

By virtue of the powers conferred on it by the National Environmental Management Act, Act No. 107 of 1998, as amended and the Environmental Impact Assessment Regulations, 2014, as amended, the Department hereby authorises –

UPGRADE ENERGY (PTY) LTD

(Hereafter referred to as the **holder of the authorisation**)

with the following contact details –

Mr Emil Unger
Upgrade Energy (Pty) Ltd
P. O. Box 1171
UMHLANGA ROCKS
4320

Cell phone Number: 082 465 9825

E-mail: emil@megatrade.co.za

to undertake the following activities (hereafter referred to as “the activity”) indicated in Listing Notice 1 and Listing Notice 3 of the EIA Regulations, 2014 as amended:

Activity number	Activity description
<p><u>Listing Notice 1, Item 11</u></p> <p><i>“The development of facilities or infrastructure for the transmission and distribution of electricity—</i></p> <p><i>(i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts.”</i></p>	<p>New on-site substations/ collector switching stations will be constructed as part of the proposed development. The proposed substation / collector switching stations will be located outside urban areas and will have capacities of 33/132kV respectively. The electrical reticulation will comprise of Low Voltage (“LV”) and Medium Voltage (“MV”) underground installed cables of up to 33kV. Where required as per the technical assessments these may be aboveground.</p>
<p><u>Listing Notice 1, Item 12</u></p> <p><i>“The development of</i></p> <p><i>ii) infrastructure or structures with a physical footprint of 100 square metres or more; where such development occurs-</i></p> <p><i>(a) within a watercourse;</i></p> <p><i>(c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse.”</i></p>	<p>Drainage lines and watercourses are scattered across the proposed site. One or more roads, underground cables and/or powerlines will cross these watercourses or drainage lines or be within 32m thereof. The proposed developments will therefore entail the construction of infrastructure with physical footprints of approximately 100m² or more within a surface water feature / watercourse or within 32m of a surface water feature / watercourse.</p>
<p><u>Listing Notice 1, Item 19</u></p> <p><i>“The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from a watercourse.”</i></p>	<p>The proposed development involves the construction of a grid as well as other associated infrastructure within the proposed project site. Although the development envelop of the development area has been designed to avoid</p>

	<p>the identified surface water features /watercourses as far as possible, some of the internal infrastructure to be constructed will need to traverse surface water features / watercourses. In addition, during construction, soil will need to be removed from surface water features / watercourses for construction purposes where unavoidable.</p>
<p><u>Listing Notice 1, Item 24</u> <i>"The development of a road - ii) with a reserve wider than 13,5 meters, or where no reserve exists where the road is wider than 8 metres."</i></p>	<p>Internal roads will be required to access the grid and substations. Existing roads will be used wherever possible, although new roads will be constructed where necessary. Access and internal roads with a width of 5-6 m and up to 8 m at bends, and a road reserve width of 20 m to accommodate cable trenches, stormwater channels (as required), and turning circle/bypass areas. (Note: the layout and design of internal roads is yet to be finalized.) Internal roads of approximately 16 ha total footprint, consisting of existing gravel roads wherever possible and new roads along the proposed powerline route where required.</p>
<p><u>Listing Notice 1, Item 27</u> <i>"The clearance of an area of 1 hectare or more, but less than 20 hectares of indigenous vegetation."</i></p>	<p>The proposed development involves the construction of two (2) new on-site and/or collector substation which will occupy an area of approximately 2ha. All vegetation on the substation site will need to be cleared for construction.</p>
<p><u>Listing Notice 1, Item 28</u> <i>"Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or</i></p>	<p>The total area to be developed for the proposed grid is greater than 1ha and occurs outside an</p>

<p><i>afforestation on or after 01 April 1998 and where such development:</i></p> <p><i>(ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare.”</i></p>	<p>urban area in an area currently zoned as agriculture land.</p>
<p><u>Listing Notice 1, Item 48</u></p> <p><i>“The expansion of-</i></p> <p><i>(i) infrastructure or structures where the physical footprint is expanded by 100 square metres or more; where such expansion occurs—</i></p> <p><i>(a) within a watercourse; or</i></p> <p><i>(c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse.”</i></p>	<p>The proposed project will most likely entail the expansion (upgrading) of roads and other infrastructure by 100m² or more within a surface water feature / watercourse or within 32 m from the edge of a surface water feature / watercourse. Although the layout of the proposed development will be designed to avoid the identified surface water features /watercourses as far as possible, some of the infrastructure (e.g. internal and access roads, etc) to be upgraded will likely need to traverse the identified surface water features /watercourses and construction will likely occur within some of the surface water features /watercourses and/or be within 32m of some of the surface water features / watercourses.</p>
<p><u>Listing Notice 1, Item 56</u></p> <p><i>“The widening of a road by more than 6 metres, or the lengthening of a road by more than 1 kilometre -</i></p> <p><i>(ii) where no reserve exists, where the existing road is wider than 8 metres.”</i></p>	<p>Internal access roads will be required to access the grid and the substation. Existing roads will be used wherever possible, although new roads will be constructed where necessary. The existing access roads might thus need to be upgraded by widening them more than 6m, or by lengthening them by more than 1km.</p>
<p><u>Listing Notice 3, Item 4</u></p> <p><i>“The development of a road wider than 4 metres with a reserve less than 13,5 metres.</i></p> <p>i. Western Cape</p> <p><i>ii. Areas outside urban areas;</i></p>	<p>The development of the grid and associated infrastructure is likely to require the development of roads wider than 4m with a reserve of less than 13.5m within CBA and ESA. Application for</p>

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<p><i>(aa) Areas containing indigenous vegetation.”</i></p>	<p>Environmental Authorisation – April 2021 Page 16 of 37. These roads will occur within the Western Cape Province, outside urban areas.</p>
<p><u>Listing Notice 3, Item 12</u> <i>“The clearance of an area of 300 square metres or more of indigenous vegetation</i> i. Western Cape <i>ii. Within critical biodiversity areas identified in bioregional plans.”</i></p>	<p>The proposed grid will involve the clearance of more than 300m² or more of indigenous vegetation within CBA and ESA. Clearance will also be required for the proposed on-site substation, BESS, internal roads and other associated infrastructure.</p>
<p><u>Listing Notice 3, Item 14</u> <i>“The development of –</i> <i>(ii) infrastructure or structures with a physical footprint of 10 square metres or more; where such development occurs –</i> <i>(a) within a watercourse;</i> <i>(c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse;</i> i. Western Cape <i>i. Outside urban areas:</i> <i>(ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or inbioregional plans.”</i></p>	<p>The proposed development will entail the construction of grid an on-site and/or collector substation as well as associated overhead power line and roads with a physical footprint of more than 10m². Each proposed substation will occupy an area of up to approximately 2ha. The proposed development will avoid the surface water features / watercourses identified within the application site where possible, although the power line and/or internal and access roads will traverse some of the surface water features / watercourses identified and/or be located within 32m of some of the surface water features /watercourses identified. The proposed development will be located outside an urban area and within a Critical Biodiversity Area (CBA)/Ecological Support Area (ESA).</p>
<p><u>Listing Notice 3, Item 18:</u> <i>“The widening of a road by more than 4 meters, or the lengthening of a road by more than 1 kilometre.</i> Western Cape <i>ii. All areas outside urban areas:</i> <i>(aa) Areas containing indigenous vegetation.”</i></p>	<p>Internal access roads will be required to access the grid as well as the respective 33kv/132kv shared substations and BESS. Existing roads will be used wherever possible. Internal access roads will thus likely be widened by more than</p>

	4m or lengthened by more than 1km. These roads will occur within the Western Cape Province, outside urban areas
<p><u>Listing Notice 3, Item 23</u></p> <p><i>“The expansion of</i></p> <p><i>(ii) infrastructure or structures where the physical footprint is expanded by 10 square metres or more; where such expansion occurs –</i></p> <p><i>(a) within a watercourse;</i></p> <p><i>(c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse;</i></p> <p>i. Western Cape</p> <p><i>i. Outside urban areas:</i></p> <p><i>(ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans.”</i></p>	<p>The proposed development will entail the development and expansion of roads by 10m² or more within a watercourses or within 32m from the edge of a watercourses. The proposed development will be located outside an urban area and within a Critical Biodiversity Area (CBA)/Ecological Support Area (ESA).</p>

as described in the Basic Assessment Report (BAR) dated February 2023 at:

Farm Name, Portions and 21 Digit SG Code:

Farm name/s, Portions and number/s	SG 21 Code
Farm Weltevreden No. 170 Portion 10	C00900000000017000000
Farm Steentots Fountain No. 168 Portion 1	C00900000000016800001
Farm Steentots Fountain No. 168 Portion 3	C00900000000016800003

Coordinates for the grid corridor

	Corridor option 1 preferred	
	Latitude	Longitude
Start	32°27'8.96"S	22°40'4.46"E
Middle	32°25'7.17"S	22°37'7.53"E
End	32°24'27.02"S	22°31'46.99"E

Coordinates for the substations

Steenrots Substation Option 1 (Preferred)	32°24'55.34"S	22°34'45.55"E
Steenrots Substation Option 2/Eskom Substation	32°26'30.17"S	22°38'17.17"E
Eskom Substation	32°27'9.12"S	22°40'4.41"E
Droerivier Substation	32°24'21.61"S	22°31'49.73"E

- for the development of the Beaufort West grid and associated infrastructure near Beaufort West in the Western Cape Province, hereafter referred to as "the property".

The grid connection infrastructure to serve the Beaufort West SEF will include the following components:

- Proposed 132kV Eskom line (red) approx. 3.63km connecting eastern IPP substation to the other IPP substation.
- 2 x 132kV substation (Eskom point of connection)
- Proposed 132kV overhead Eskom line connecting the above to either of the Steenrots SS connection points
 - OHL Option 1 (approx. 6.7km)
 - OHL Option 2 (approx. 7.21km)
- On site Steenrots 132kV double busbar collector station (Eskom owned) – two alternative locations have been provided (awaiting confirmation from Eskom)
 - At Steenrots install 132kV Droerivier feeder bays 1.
 - At Steenrots install a 132kV buscoupler bay.
 - At Steenrots establish 2 x 132kV bays with tariff metering to connect to the customers 2 transformers.
- Proposed new double circuit Tern line (approx. 5.6km) connecting Eskom Steenrots SS (proposed) to Eskom Droerivier MTS (existing). Depending on location of the Steenrots SS the double circuit tern line may be increased by 6.7-7.21 m.
- At Droerivier Main Transmission Station:
 - Equip and commission 1 x 132 kV feeder bay for a (approximately 5-12km) double circuit Twin Tern line to Steenrots switching station
 - Establish a completely new 132 kV double busbar (as the existing busbar is under-rated)
 - Establish and equip 1 x 400 kV and 1x 132 kV transformer bay
 - Install 1x 500 MVA 400/132kV transformer

Technical details of the proposed development

Components	Description/dimensions
Project location	The proposed development is located approximately 7 km North East of Beaufort West, within the Beaufort West Local Municipalities, in the Central Karoo District Municipality of the Western Cape Province
Area occupied by substation	Up to approximately 1 hectare.
Height of substation	Height of substation will be confirmed during the final design stages of the substation, prior to construction commencing
Site access	Access to the proposed development (substation application site) will be via an existing gravel road and access roads with the width of 4m.
Grid connection information	One (1) new Eskom's 132kV double busbar collector station will be established, occupying an area of up to approximately 2 ha, and; The 132kV power shall be evacuated into a central 132kV collector substation "Steenrots" located on Steenrotsfontain 1/168. From a collector substation new double circuit twin Tern line of approx. 5 km will be built to connect to the exiting Eskom Droerivier MTS (400kV/132kV).

Conditions of this Environmental Authorisation

Scope of authorisation

1. The Power Line Corridor Option 1 of approximately 6.7km in length, linking to the proposed Steenrots substation from the 132kV substation (Eskom point of connection), is approved per the geographic coordinates and property details cited in the table above.
2. Authorisation of the activity is subject to the conditions contained in this Environmental Authorisation, which form part of the Environmental Authorisation and are binding on the holder of the authorisation.
3. The holder of the authorisation is responsible for ensuring compliance with the conditions contained in this Environmental Authorisation. This includes any person acting on the holder's behalf, including but not limited to, an agent, servant, contractor, sub-contractor, employee, consultant or person rendering a service to the holder of the authorisation.
4. The activities authorised may only be carried out at the property as described above.
5. Any changes to, or deviations from, the project description set out in this Environmental Authorisation must be approved, in writing, by the Department before such changes or deviations may be effected. In assessing whether to grant such approval or not, the Department may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder of the authorisation to apply for further Environmental Authorisation in terms of the regulations.
6. The holder of an Environmental Authorisation must apply for an amendment of the Environmental Authorisation with the Competent Authority for any alienation, transfer or change of ownership rights in the property on which the activity is to take place.
7. This activity must commence within a period of ten (10) years from the date of issue of this Environmental Authorisation. If commencement of the activity does not occur within that period, the authorisation lapses and a new application for Environmental Authorisation must be made in order for the activity to be undertaken.
8. Construction must be completed within five (05) years of the commencement of the activity on site.

Notification of authorisation and right to appeal

9. The holder of the authorisation must notify every registered interested and affected party, in writing and within 14 (fourteen) calendar days of the date of this Environmental Authorisation, of the decision to authorise the activity.
10. The notification referred to must –
 - 10.1. specify the date on which the authorisation was issued;

- 10.2. inform the interested and affected party of the appeal procedure provided for in the National Appeal Regulations, 2014;
- 10.3. advise the interested and affected party that a copy of the authorisation will be furnished on request; and
- 10.4. give the reasons of the Competent Authority for the decision.

Commencement of the activity

11. The authorised activity shall not commence until the period for the submission of appeals has lapsed as per the National Appeal Regulations, 2014, and no appeal has been lodged against the decision. In terms of Section 43(7), an appeal under Section 43 of the National Environmental Management Act, Act No. 107 of 1998, as amended will suspend the Environmental Authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged you may not commence with the activity until such time that the appeal has been finalised.

Management of the activity

12. A final site layout plan for the grid connection infrastructure and associated infrastructure, as determined by the detailed engineering phase and micro-siting, and all mitigation measures as dictated by the final site layout plan, must be submitted to the Department for approval prior to construction. A copy of the final site layout map must be made available for comments to registered Interested and Affected Parties and the holder of this environmental authorisation must consider such comments. Once amended, the final development layout map must be submitted to the Department for written approval, prior to commencement of the activity. All available biodiversity information must be used in the finalisation of the layout map. Existing infrastructure must be used as far as possible. The layout map must indicate the following:
 - 12.1. The position of the grid connection infrastructure;
 - 12.2. All associated infrastructure;
 - 12.3. The finalised access routes;
 - 12.4. The on-site and/or switching substation, indicating the Independent Power Producer's section and Eskom's section;
 - 12.5. All sensitive features; and
 - 12.6. All "no-go" and buffer areas.
13. Taking the above into consideration, the generic Environmental Management Programmes (EMPrs) for the substation (the relevant section that will be maintained by the Independent Power Producer and

Eskom) and the powerline submitted as part of the BAR dated February 2023, are not approved. The final site layout plan of the on-site and/or switching substation, depicting the Independent Power Producer's section and Eskom's section and the final layout plan for the powerline as per condition 12 above, must be appended to Part C of the generic EMPr for the substation and submitted to this department for approval.

14. Once approved, the EMPrs (substation and powerline) must be implemented and strictly enforced during all phases of the project. They shall be seen as dynamic documents and shall be included in all contract documentation for all phases of the development.
15. Changes to the approved EMPrs must be submitted in accordance with the EIA Regulations applicable at the time.
16. The Department reserves the right to amend the approved EMPrs, should any impacts that were not anticipated or covered in the BAR be discovered.

Frequency and process of updating the EMPr

17. The EMPr must be updated where the findings of the environmental audit reports, contemplated in Condition 23 below, indicate insufficient mitigation of environmental impacts associated with the undertaking of the activity, or insufficient levels of compliance with the environmental authorisation or EMPr.
18. The updated EMPr must contain recommendations to rectify the shortcomings identified in the environmental audit report.
19. The updated EMPr must be submitted to the Department for approval together with the environmental audit report, as per Regulation 34 of the EIA Regulations, 2014 as amended. The updated EMPr must have been subjected to a public participation process, which process has been agreed to by the Department, prior to submission of the updated EMPr to the Department for approval.
20. In assessing whether to grant approval of an EMPr which has been updated as a result of an audit, the Department will consider the processes prescribed in Regulation 35 of the EIA Regulations, 2014 as amended. Prior to approving an amended EMPr, the Department may request such amendments to the EMPr as it deems appropriate to ensure that the EMPr sufficiently provides for avoidance, management and mitigation of environmental impacts associated with the undertaking of the activity.
21. The holder of the authorisation must apply for an amendment of an EMPr, if such amendment is required before an audit is required. The amendment process is prescribed in Regulation 37 of the EIA Regulations, 2014, as amended. The holder of the authorisation must request comments on the proposed amendments to the impact management outcomes of the EMPr or amendments to the closure objectives of the closure

plan from potentially interested and affected parties, including the competent authority, by using any of the methods provided for in the Act for a period of at least 30 days.

Monitoring

22. The holder of the authorisation must appoint an experienced Environmental Control Officer (ECO) for the construction phase of the development that will have the responsibility to ensure that the mitigation/rehabilitation measures and recommendations referred to in this environmental authorisation are implemented and to ensure compliance with the provisions of the approved EMPs.
 - 22.1.1. The ECO must be appointed before commencement of any authorised activities.
 - 22.1.2. Once appointed, the name and contact details of the ECO must be submitted to the *Director: Compliance Monitoring* of the Department.
 - 22.1.3. The ECO must keep record of all activities on site, problems identified, transgressions noted, and a task schedule of tasks undertaken by the ECO.
 - 22.1.4. The ECO must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and the site is ready for operation.

Recording and reporting to the Department

23. All documentation e.g., audit/monitoring/compliance reports and notifications, required to be submitted to the Department in terms of this environmental authorisation, must be submitted to the *Director: Compliance Monitoring* of the Department.
24. The holder of the environmental authorisation must, for the period during which the environmental authorisation and EMPs remain valid, ensure that project compliance with the conditions of the environmental authorisation and the EMPs are audited, and that the audit reports are submitted to the *Director: Compliance Monitoring* of the Department.
25. The frequency of auditing and of submission of the environmental audit reports must be as per the frequency indicated in the EMPs, taking into account the processes for such auditing as prescribed in Regulation 34 of the EIA Regulations, 2014 as amended.
26. The holder of the authorisation must, in addition, submit an environmental audit report to the Department within 30 days of completion of the construction phase (i.e., within 30 days of site handover) and a final environmental audit report within 30 days of completion of rehabilitation activities.
27. The environmental audit reports must be compiled in accordance with Appendix 7 of the EIA Regulations, 2014 as amended and must indicate the date of the audit, the name of the auditor and the outcome of the

audit in terms of compliance with the environmental authorisation conditions as well as the requirements of the approved EMPs.

28. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

Notification to authorities

29. A written notification of commencement must be given to the Department no later than fourteen (14) days prior to the commencement of the activity. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence, as well as a reference number.

Operation of the activity

30. A written notification of operation must be given to the Department no later than fourteen (14) days prior to the commencement of the activity operational phase.

Site closure and decommissioning

31. Should the activity ever cease or become redundant, the holder of the authorisation must undertake the required actions as prescribed by legislation at the time and comply with all relevant legal requirements administered by any relevant and Competent Authority at that time.

Specific conditions

32. Vegetation clearing must be limited to the required footprint for construction works. Mitigation measures must be implemented to reduce the risk of erosion and the invasion of alien species.
33. An archaeological pre-construction survey must be carried out focusing on those areas not yet surveyed.
34. If any archaeological material or human burials are uncovered during the course of development, then work in the immediate area should be halted. The find would need to be reported to the heritage authorities and may require inspection by an archaeologist. Such heritage is the property of the state and may require excavation and curation in an approved institution.
35. An integrated waste management approach must be implemented that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal where appropriate. Any solid waste must

be disposed of at a landfill licensed in terms of Section 20 (b) of the National Environment Management Waste Act, 2008 (Act No.59 of 2008).

General

36. A copy of this Environmental Authorisation, the audit and compliance monitoring reports, and the approved EMPr, must be made available for inspection and copying-
37. at the site of the authorised activity;
 - 37.1. to anyone on request; and
 - 37.2. where the holder of the Environmental Authorisation has a website, on such publicly accessible website.
38. National government, provincial government, local authorities or committees appointed in terms of the conditions of this authorisation or any other public authority shall not be held responsible for any damages or losses suffered by the holder of the authorisation or his/her 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 holder of the authorisation with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Date of Environmental Authorisation: 27/04/2023



Mr Sabelo Malaza

Chief Director: Integrated Environmental Authorisations
Department of Forestry, Fisheries and the Environment

Annexure 1: Reasons for Decision

1. Information considered in making the decision

In reaching its decision, the Department took, *inter alia*, the following into consideration -

- a) The listed activities as applied for in the application form received in November 2022.
- b) The information contained in the BAR dated February 2023.
- c) The comments received from the Western Cape Department of Environmental Affairs and Development Planning, South African Civil Aviation Authority, Heritage Western Cape, and other I&AP's and interested and affected parties as included in the BAR dated February 2023.
- d) Mitigation measures as proposed in the BAR and the EMPr.
- e) The information contained in the specialist studies contained within the appendices of the BAR dated February 2023 and as appears below:

Name of Specialist	Title of specialist report/ s as attached in FBAR	Date issued
Stephan Stead	Visual Impact Assessment	November 2022
Ntuthuko Hlanguza	Transport Impact assessment	November 2022
Jayson Orton	Heritage Impact Assessment	November 2022
John Almond	Paleontological Impact Assessment	November 2022
Priantha Subrayen	Desktop Geotechnical Impact Assessment	November 2022
Johann Lanz	Agriculture and soils Impact Assessment	November 2022
Lloyd McFarlane	Social Impact Assessment	November 2022
Antonia Belcher	Aquatic Biodiversity Impact Assessment	November 2022
Simon Todd	Biodiversity Impact Assessment	October 2022
Chris van Rooyen	Avifauna Impact Assessment	October 2022

2. Key factors considered in making the decision

All information presented to the Department was taken into account in the Department's consideration of the application. A summary of the issues which, in the Department's view, were of the most significance is set out below.

- a) The findings of all the specialist studies conducted and their recommended mitigation measures.

- b) The need for the project stems from the response to the growing electricity demand, fuelled by increasing economic growth and social development, and placing increasing pressure on South Africa's existing power generation capacity.
- c) The BAR dated February 2023 identified all legislation and guidelines that have been considered in the preparation of the BAR.
- d) The location of the project.
- e) The methodology used in assessing the potential impacts identified in the BAR dated February 2023 and the specialist studies have been adequately indicated.
- f) A sufficient public participation process was undertaken, and the applicant has satisfied the minimum requirements as prescribed in the EIA Regulations, 2014 as amended for public involvement.

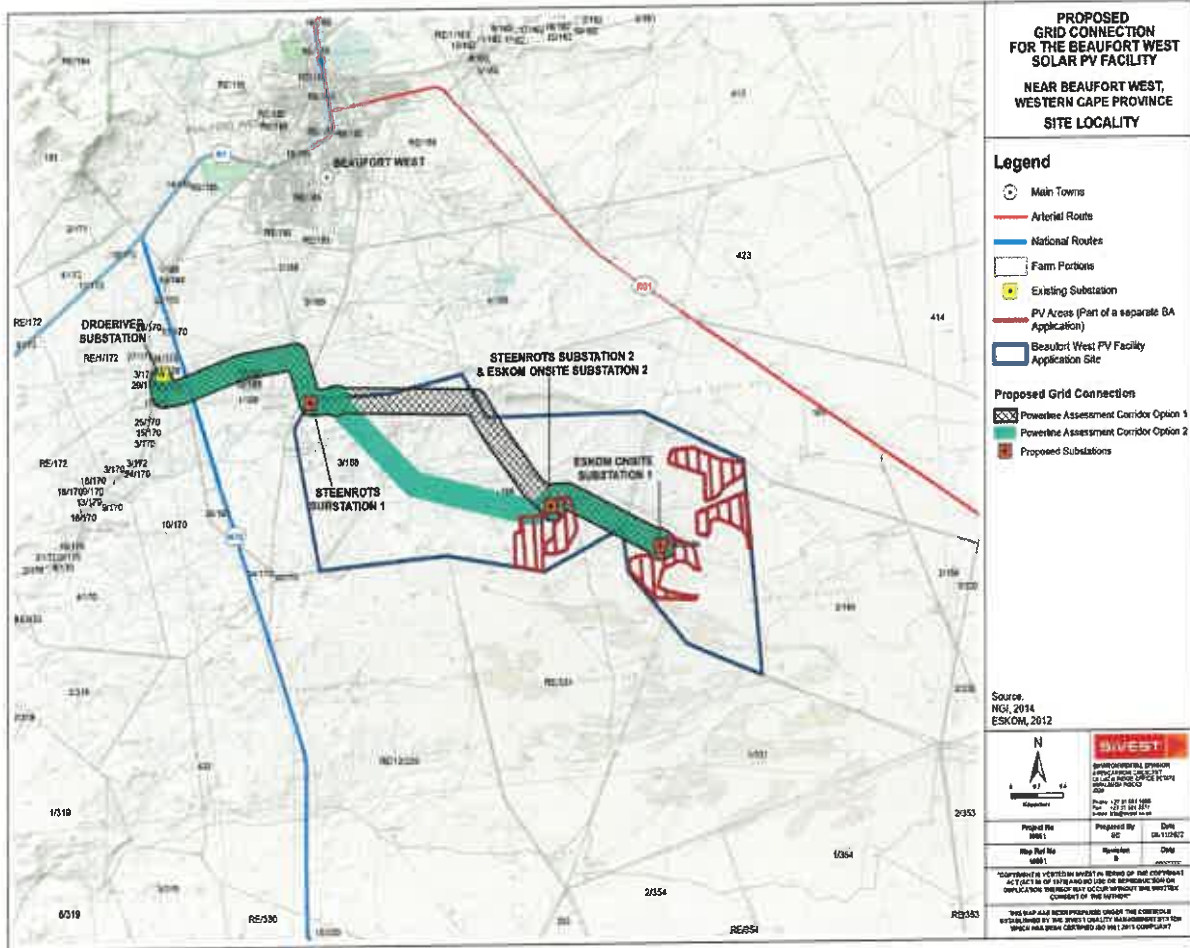
3. Findings

After consideration of the information and factors listed above, the Department made the following findings -

- a) The identification and assessment of impacts are detailed in the BAR dated February 2023 and sufficient assessment of the key identified issues and impacts have been completed.
- b) The procedure followed for impact assessment is adequate for the decision-making process.
- c) The information contained in the BAR dated February 2023 is deemed to be accurate and credible.
- d) The proposed mitigation of impacts identified and assessed adequately curtails the identified impacts.
- e) EMPr measures for the pre-construction, construction and rehabilitation phases of the development were proposed and included in the BAR and will be implemented to manage the identified environmental impacts during the construction phase.

In view of the above, the Department is satisfied that, subject to compliance with the conditions contained in the environmental authorisation, the authorised activities will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, 1998 and that any potentially detrimental environmental impacts resulting from the authorised activities can be mitigated to acceptable levels. The environmental authorisation is accordingly granted.

Annexure 1: Locality Plan



PROPOSED GRID CONNECTION FOR THE BEAUFORT WEST SOLAR PV FACILITY NEAR BEAUFORT WEST, WESTERN CAPE PROVINCE SITE LOCALITY

Legend

- Main Towns
- Arterial Routes
- National Routes
- Farm Portions
- Existing Substation
- PV Access (Part of a separate BA Application)
- Beaufort West PV Facility Application Site

Proposed Grid Connection

- Powertre Assessment Corridor Option 1
- Powertre Assessment Corridor Option 2
- Proposed Substations

Source:
 NGI, 2014
 ESKOM, 2012

INVEST
 Infrastructure Development Corporation
 11th Floor, 100 Waterlooville Road, Waterlooville, Cape Town
 Phone: +27 21 851 9800
 Fax: +27 21 851 9801
 E-mail: info@invest.co.za

Project No.	Prepared By	Date
10001	SC	06.11.2017
Map Ref No.	Revision	Drawn
10001	0	

*Consent to construct must be obtained from the competent authority in order to proceed with the construction of the project. The project is subject to the conditions of the licence.

This map was prepared under the conditions stipulated by the project quality management system. The user must ensure compliance with the project quality management system.

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forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Private Bag X 447· PRETORIA ·0001· Environment House ·473 Steve Biko Road, Arcadia· PRETORIA

DFFE Reference: 14/16/12/3/3/1/2673

Enquiries: Ms Thulisile Nyalunga

Telephone: (012) 399 9405 **E-mail:** tnyalunga@dff.gov.za

Mr Emil Unger
Upgrade Energy (Pty) Ltd
P. O. Box 1171
UMHLANGA ROCKS
4320

Cell phone Number: 082 465 9825
E-mail: emil@megatrade.co.za

PER EMAIL / MAIL

Dear Mr Unger

APPLICATION FOR ENVIRONMENTAL AUTHORISATION IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, ACT NO. 107 OF 1998, AS AMENDED FOR THE DEVELOPMENT OF THE BEAUFORT WEST SOLAR PHOTOVOLTAIC (PV) ENERGY FACILITY (SEF) AND ASSOCIATED INFRASTRUCTURE NEAR BEAUFORT WEST IN THE WESTERN CAPE PROVINCE

With reference to the above application, please be advised that the Department has decided to grant authorisation. The Environmental Authorisation (EA) and reasons for the decision are attached herewith.

In terms of Regulation 4(2) of the Environmental Impact Assessment Regulations, 2014, as amended (the EIA Regulations), you are instructed to notify all registered interested and affected parties, in writing and within fourteen (14) days of the date of the decision, of the decision, as well as the provisions regarding the submission of appeals that are contained in the Regulations.

In terms of the Promotion of Administrative Justice Act, Act No. 3 of 2000, you are entitled to the right to fair, lawful and reasonable administrative action; and to written reasons for administrative action that affects you negatively. Further your attention is drawn to the provisions of the Protection of Personal Information Act, Act No. 4 of 2013 which stipulate that the Department should conduct itself in a responsible manner when collecting, processing, storing and sharing an individual or another entity's personal information by holding the Department accountable should the Department abuse or compromise your personal information in any way.

Your attention is drawn to Chapter 2 of National Environmental Management Act, Act No. 107 of 1998 National Appeal Regulations published under Government Notice R993 in Government Gazette No. 38303 dated 08 December 2014 (National Appeal Regulations, 2014), which prescribes the appeal procedure to be followed. Kindly include a copy of this document (National Appeal Regulations, 2014) with the letter of notification to interested and affected parties in this matter.

Should any person wish to lodge an appeal against this decision, he/she must submit the appeal to the appeal administrator, and a copy of the appeal to the applicant, any registered interested and affected party, and any organ of state with interest in the matter within 20 days from the date that the notification of the decision was

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sent to the registered interested and affected parties by the applicant; or the date that the notification of the decision was sent to the applicant by the Department, whichever is applicable.

Appeals must be submitted in writing in the prescribed form to:

The Director: Appeals and Legal Review of this Department at the below mentioned addresses.

By email: appeals@dffe.gov.za;


By hand: Environment House
473 Steve Biko
Arcadia
Pretoria
0083; or

By post: Private Bag X447
Pretoria
0001

Please note that in terms of Section 43(7) of the National Environmental Management Act, Act No. 107 of 1998, as amended, the lodging of an appeal will suspend the environmental authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged, you may not commence with the activity until such time that the appeal is finalised.

To obtain the prescribed appeal form and for guidance on the submission of appeals, please visit the Department's website at https://www.environment.gov.za/documents/forms#legal_authorisations or request a copy of the documents at appeals@dffe.gov.za.

Yours faithfully


Mr Sabelo Malaza
Chief Director: Integrated Environmental Authorisations
Department of Forestry, Fisheries, and the Environment
Date: 27/04/2023

cc:	Ms Michelle Nevette	SiVest SA (Pty) Ltd	Email: michellen@sivest.co.za
	Mr Zaahir Toefy	Western Cape Department of Environmental Affairs and Development Planning (DEA&DP)	Email: Zaahir.Toefy@westerncape.gov.za
	Mr Kosie Haarhoff	Beaufort West Local Municipality	Email: Earl.cyster@drakenstein.gov.za



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

Environmental Authorisation

In terms of Regulation 25 of the Environmental Impact Assessment Regulations, 2014, as amended

The development of the Beaufort West solar photovoltaic (PV) energy facility (SEF) and associated infrastructure near Beaufort West in the Western Cape Province
Central Karoo District Municipality

Authorisation register number:	<i>14/12/16/3/3/1/2673</i>
Last amended:	<i>First issue</i>
Holder of authorisation:	<i>Upgrade Energy (Pty) Ltd</i>
Location of activity:	<i>Portion 0 of the Farm Oude Volks Kraal No.164 Portion 0 of the Farm Quaggas Fontein No. 166 Beaufort West Local Municipality Central Karoo District Municipality Western Cape Province</i>

This authorisation does not negate the holder of the authorisation's responsibility to comply with any other statutory requirements that may be applicable to the undertaking of the activity.

Decision

The Department is satisfied, on the basis of information available to it and subject to compliance with the conditions of this Environmental Authorisation, that the applicant should be authorised to undertake the activities specified below.

Non-compliance with a condition of this Environmental Authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, Act No. 107 of 1998, as amended and the EIA Regulations, 2014, as amended.

Details regarding the basis on which the Department reached this decision are set out in Annexure 1.

Activities authorised

By virtue of the powers conferred on it by the National Environmental Management Act, Act No. 107 of 1998, as amended and the Environmental Impact Assessment Regulations, 2014, as amended, the Department hereby authorises –

UPGRADE ENERGY (PTY) LTD

(Hereafter referred to as the **holder of the authorisation**)

with the following contact details –

Mr Emil Unger
Upgrade Energy (Pty) Ltd
P. O. Box 1171
UMHLANGA ROCKS
4320

Cell phone Number: 082 465 9825

E-mail: emil@megatrade.co.za

to undertake the following activities (hereafter referred to as “the activity”) indicated in Listing Notice 1 and Listing Notice 3 of the EIA Regulations, 2014 as amended:

Activity number	Activity description
<p><u>Listing Notice 1, Item 11</u></p> <p><i>“The development of facilities or infrastructure for the transmission and distribution of electricity—</i></p> <p><i>(i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts.”</i></p>	<p>New on-site substations/ collector switching stations will be constructed as part of the proposed development. The proposed substation / collector switching stations will be located outside urban areas and will have capacities of 33/132kV respectively. The electrical reticulation will comprise of Low Voltage (“LV”) and Medium Voltage (“MV”) underground installed cables of up to 33kV. Where required as per the technical assessments these may be aboveground.</p>
<p><u>Listing Notice 1, Item 12</u></p> <p><i>“The development of:</i></p> <p><i>ii) infrastructure or structures with a physical footprint of 100 square metres or more; where such development occurs-</i></p> <p><i>(a) within a watercourse;</i></p> <p><i>(c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse.”</i></p>	<p>Drainage lines and watercourses are scattered across the proposed site. One or more roads, underground cables and/or powerlines will cross these watercourses or drainage lines or be within 32m thereof. The proposed developments will therefore entail the construction of infrastructure with physical footprints of approximately 100m² or more within a surface water feature / watercourse or within 32m of a surface water feature / watercourse.</p>
<p><u>Listing Notice 1, Item 19</u></p> <p><i>“The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from a watercourse.”</i></p>	<p>The proposed development involves the construction of a SEF as well as other associated infrastructure within the proposed project site. Although the development envelop of the development area has been designed to avoid the identified surface water features /</p>

	<p>watercourses as far as possible, some of the internal infrastructure to be constructed will need to traverse surface water features / watercourses. In addition, during construction, soil will need to be removed from surface water features / watercourses for construction purposes where unavoidable.</p>
<p><u>Listing Notice 1, Item 24</u> <i>"The development of a road - ii) with a reserve wider than 13,5 meters, or where no reserve exists where the road is wider than 8 metres."</i></p>	<p>Internal roads will be required to access the PV panels and substations. Existing roads will be used wherever possible, although new roads will be constructed where necessary. Access and internal roads with a width of 5-6 m and up to 8 m at bends, and a road reserve width of 20 m to accommodate cable trenches, stormwater channels (as required), and turning circle/bypass areas. (Note: the layout and design of internal roads is yet to be finalized.) Internal roads of approximately 16 ha total footprint, consisting of existing gravel roads wherever</p>
<p><u>Listing Notice 1, Item 28</u> <i>"Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or afforestation on or after 01 April 1998 and where such development: (ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare."</i></p>	<p>The total area to be developed for the proposed renewable energy facilities is greater than 1ha and occurs outside an urban area in an area currently zoned as agriculture land.</p>
<p><u>Listing Notice 1, Item 31</u> <i>"The decommissioning of existing facilities, structures or infrastructure for - (i) any development and related operation activity or activities listed in this Notice, Listing Notice 2 of 2014 or Listing Notice 3 of 2014."</i></p>	<p>Should the proposed development's Power Purchase Agreement (PPA) not be renewed after 20 years (anticipated operational lifespan of proposed development), the proposed development would need to be</p>

	<p>decommissioned. This would include the decommissioning of the on-site and/or collector substation as well.</p>
<p><u>Listing Notice 1, Item 48</u> <i>"The expansion of-</i> <i>(i) infrastructure or structures where the physical footprint is expanded by 100 square metres or more; where such expansion occurs—</i> <i>(a) within a watercourse; or</i> <i>(c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse."</i></p>	<p>The proposed project will most likely entail the expansion (upgrading) of roads and other infrastructure by 100m² or more within a surface water feature / watercourse or within 32 m from the edge of a surface water feature / watercourse. Although the layout of the proposed development will be designed to avoid the identified surface water features / watercourses as far as possible, some of the infrastructure (e.g. internal and access roads, etc) to be upgraded will likely need to traverse the identified surface water features / watercourses and construction will likely occur within some of the surface water features / watercourses and/or be within 32m of some of the surface water features / watercourses.</p>
<p><u>Listing Notice 1, Item 56</u> <i>"The widening of a road by more than 6 metres, or the lengthening of a road by more than 1 kilometre - wider than 8 metres."</i></p>	<p>Internal access roads will be required to access the PV panels and the substation. Existing roads will be used wherever possible, although new roads will be constructed where necessary. The existing access roads might thus need to be upgraded by widening them more than 6m, or by lengthening them by more than 1km.</p>
<p><u>Listing Notice 3, Item 4</u> <i>"The development of a road wider than 4 metres with a reserve less than 13,5 metres.</i> i. Western Cape <i>ii. Areas outside urban areas;</i> <i>(aa) Areas containing indigenous vegetation."</i></p>	<p>The development of the SEF facilities and associated infrastructure is likely to require the development of roads wider than 4m with a reserve of less than 13.5m within CBA and ESA.</p>

	<p>These roads will occur within the Western Cape Province, outside urban areas.</p>
<p><u>Listing Notice 3, Item 12</u> <i>"The clearance of an area of 300 square metres or more of indigenous vegetation</i> i. Western Cape <i>ii. Within critical biodiversity areas identified in bioregional plans."</i></p>	<p>The proposed SEF development will involve the clearance of more than 300m² or more of indigenous vegetation within CBA and ESA. Clearance will also be required for the proposed on-site substation, BESS, internal roads and other associated infrastructure.</p>
<p><u>Listing Notice 3, Item 14</u> <i>"The development of –</i> <i>(ii) infrastructure or structures with a physical footprint of 10 square metres or more; where such development occurs –</i> <i>(a) within a watercourse;</i> <i>(c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse;</i> i. Western Cape <i>i. Outside urban areas:</i> <i>(ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans."</i></p>	<p>The proposed development will entail the construction of Solar Photovoltaic (PV) Energy Facility (SEF), an on-site and/or collector substation as well as associated overhead power line and roads with a physical footprint of more than 10m². Each proposed substation will occupy an area of up to approximately 2ha.</p> <p>The proposed development will avoid the surface water features / watercourses identified within the application site where possible, although the power line and/or internal and access roads will traverse some of the surface water features / watercourses identified and/or be located within 32m of some of the surface water features / watercourses identified.</p> <p>The proposed development will be located outside an urban area and within a Critical Biodiversity Area (CBA)/Ecological Support Area (ESA).</p>
<p><u>Listing Notice 3, Item 18</u> <i>"The widening of a road by more than 4 meters, or the lengthening of a road by more than 1 kilometre</i> i. Western Cape</p>	<p>Internal access roads will be required to access the PV as well as the respective 33kv/132kv shared substations and BESS. Existing roads</p>

<p>ii. All areas outside urban areas: (aa) Areas containing indigenous vegetation.”</p>	<p>will be used wherever possible. Internal access roads will thus likely be widened by more than 4m or lengthened by more than 1km. These roads will occur within the Western Cape Province, outside urban areas</p>
<p><u>Listing Notice 3, Item 23</u> “The expansion of – (ii) infrastructure or structures where the physical footprint is expanded by 10 square metres or more; where such expansion occurs – (a) within a watercourse; (c) if no development setback has been adopted, within 32 metres of a watercourse, measured from the edge of a watercourse; i. Western Cape i. Outside urban areas: (ff) Critical biodiversity areas or ecosystem service areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans.”</p>	<p>The proposed development will entail the development and expansion of roads by 10m² or more within a watercourses or within 32m from the edge of a watercourses. The proposed development will be located outside an urban area and within a Critical Biodiversity Area (CBA)/Ecological Support Area (ESA).</p>

as described in the Basic Assessment Report (BAR) dated February 2023 at:

Farm Name, Portions and 21 Digit SG Code:

Farm name/s, Portions and number/s	SG 21 Code
Portion 0 of the Farm Oude Volks Kraal No.164	C00900000000016400000
Portion 0 of the Farm Quaggas Fontein No. 166	C00900000000016600000

Coordinates for the PV area, substation, BESS and access roads

COORDINATES OF THE BOUNDARY OF THE AFFECTED PROPERTIES HAVE ALSO BEEN ATTACHED BELOW

BEAUFORT WEST SEF: APPLICATION SITE		
COORDINATES AT CORNER POINTS (DD MM SS.sss)		
POINT	SOUTH	EAST
1	32°24'52.35"S	22°34'20.82"E
2	32°24'54.42"S	22°35'38.61"E
3	32°24'45.23"S	22°36'55.70"E
4	32°25'19.77"S	22°37'17.62"E
5	32°25'27.72"S	22°39'56.95"E
6	32°26'12.12"S	22°41'36.72"E
7	32°28'56.55"S	22°41'40.50"E
8	32°28'26.97"S	22°40'25.60"E
9	32°27'27.37"S	22°39'30.51"E
10	32°26'53.57"S	22°39'26.98"E
11	32°27'21.37"S	22°38'4.68"E
12	32°27'1.83"S	22°36'27.21"E
13	32°27'3.19"S	22°34'16.81"E
14	32°25'13.53"S	22°34'0.30"E
COORDINATES AT CENTRE POINT (DD MM SS.sss)		
POINT	SOUTH	EAST
13	32°26'14.07"S	22°37'58.67"E

BEAUFORT WEST SEF: PV AREAS, SUBSTATION, BESS AND LAYDOWN AREA		
COORDINATES AT CENTRE POINTS (DD MM SS.sss)		
POINT	SOUTH	EAST
PV Area 1	32°26'17.72"S	22°41'7.05"E
Laydown Area 1	32°26'29.87"S	22°40'53.18"E
PV Area 2	32°27'1.29"S	22°37'50.05"E
Laydown Area 2	32°26'40.75"S	22°38'8.04"E
PV Area 3	32°27'24.45"S	22°40'7.54"E
Laydown Area 3	32°27'12.79"S	22°40'3.87"E
PV Area 4	32°26'52.38"S	22°38'27.98"E
Laydown Area 4	32°26'27.87"S	22°38'21.00"E
PV Area 5	32°26'50.45"S	22°41'13.62"E
Laydown Area 5	32°26'53.35"S	22°40'42.10"E
IPP Substation 1 (3 x 80MVA Transformers)	32°27'10.22"S	22°40'7.28"E
IPP Substation 2 (1 x 80MVA Transformer)	32°26'32.45"S	22°38'18.94"E
BESS 1 (760MWh)	32°27'4.14"S	22°40'8.02"E
BESS 2 (240MWh)	32°26'35.70"S	22°38'20.55"E

-for the development of the Beaufort West Solar Photovoltaic (PV) Energy Facility (SEF) and associated Infrastructure near Beaufort West in the Western Cape Province hereafter referred to as "the property".

The SEF development will include the following components

- The proposed solar PV plant will include PV fields (arrays) comprising multiple PV modules. The modules will be either crystalline silicon or thin film technology. The modules will be mounted on a fixed/single or double axis tracking technology.
- The PV panels will be mounted on single axis trackers.
- Each PV module will be approximately 2.4 m long and 1.3 m wide and mounted on supporting structures above ground. At this stage it is anticipated that the PV modules will be mono- or bifacial modules.
- Two new 33/132kV on-site substations (facility substation) (stepdown from 132kV to 32kV) occupying an area of up to approximately 1 ha each as follows:
 - IPP 132kV/33kV Substation 1 : 1x80MVA Transformers
 - IPP 132kV/33kV Substation 2 : 3x80MVA Transformers
- Internal 33kV lines connecting the substations to the facilities (either underground/above ground)

- Battery Energy Storage System (BESS) will be located next to each onsite 33/132kV substations and included in the IPP substation area. The BESS will be brought to the site already constructed.
 - - BESS 1 240MWh (1ha)
 - - BESS 2 760 MWh (4ha)
- Auxiliary building of approximately 0.2ha. The functions within these buildings include (but not limited to) to office/administration, control centre, ablution, workshops, storage areas and security centre.
- The O&M building, the construction camp and the laydown area (approx. 1 ha) as per attached layout.
- Site and internal access roads, up to 4m wide, will provide access to the PV arrays. Existing site roads will be used wherever possible, although new site roads will be constructed where necessary.
- Galvanized palisade perimeter fencing.
- Abstraction of water from existing or new boreholes if required. The anticipated volumes are 220kl per day

Technical details of the proposed development

Components	Description/dimensions
Project location	The development is located approximately 7 km North East of Beaufort West, within the Beaufort West Local Municipalities, in the Central Karoo District Municipality of the Western Cape Province
PV panels	<p>The solar PV plant will include PV fields (arrays) comprising multiple PV modules with the maximum capacity of up to approximately 415MWac. The modules will be either crystalline silicon or thin film technology. The modules will be mounted on a fixed/single or double axis tracking technology.</p> <ul style="list-style-type: none"> • Each PV module will be approximately 2.4 m long and 1.3 m wide and mounted on supporting structures above ground. At this stage it is anticipated that the PV modules will be mono- or bifacial modules. • The foundations will most likely be either predrilled and filled or rammed piles. The final foundation design will be determined at the

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	detailed design phase of the proposed development. Structure height less than 10 m.
PV Panel Orientation	The PV panels will be mounted on single axis trackers. North-facing or single-tracking will be orientated N-S.
On-site IPP Electrical Infrastructure	<p>Two new 33/132kV on-site substations (facility substation) (stepdown from 132kV to 32kV) occupying an area of up to approximately 1 ha each as follows:</p> <ul style="list-style-type: none"> - IPP 132kV/33kV Substation 1 : 1x80MVA Transformers. - IPP 132kV/33kV Substation 2 : 3x80MVA Transformers. • Medium voltage cabling will link PV facility to grid connection infrastructure. • The medium voltage will be stepped up to high voltage. The step-up transformers will most likely be 132/33kV. The final voltage levels will be determined at the detailed design phase of the proposed development. • The medium voltage cabling (anticipated to be 0.8x00.6m wide at this stage) will link the various PV arrays to the internal on-site IPP substation. These cables will be laid underground, wherever technically feasible.
Area occupied by substation	Up to approximately 1 hectare.
Heigh of substation	Height of substation will be confirmed during the final design stages of the substation, prior to construction commencing.
Cables	The electrical reticulation will comprise of Low Voltage ("LV") and Medium Voltage ("MV") underground installed cables of up to 33kV. Where required as per the technical assessments these may be aboveground.

Battery Energy Storage System (BESS)	<p>Battery Energy Storage System (BESS) will be located next to each onsite 33/132kV substations and included in the IPP substation area. The BESS will be brought to the site already constructed.</p> <ul style="list-style-type: none"> • BESS 1 240MWh (1ha) • BESS 2 760 MWh (4ha)
Operation and Maintenance building	<p>Auxiliary building of approximately 0.2ha. The functions within these buildings include (but not limited to) to office/administration, control centre, ablution, workshops, storage areas and security centre.</p>
Construction Camp laydown area	<p>Temporary infrastructure required during the construction phase (estimated to be between 12-18 months)</p> <ul style="list-style-type: none"> • Construction equipment camps • Construction yard • Storage Areas
Temporary laydown or staging area	<p>Around 5-9 ha of laydowns areas will be required, but will not exceed 9ha (5 laydown areas, one on each site).</p>
site Access	<p>An access to the facility already exists in the form of a farm access point but may require minor upgrades in order to accommodate the proposed adjusted land use.</p>
Roads	<p>Existing internal gravel site roads will be used wherever possible. However, where required, new internal gravel roads may be constructed. Access and internal roads with a width of 5-6 m and up to 8 m at bends, and a road reserve width of 20 m to accommodate cable trenches, stormwater channels (as required), and turning circle/bypass areas. (Note: the layout and design of internal roads is yet to be finalized). Internal roads of approximately 16 ha total</p>

	footprint, consisting of existing gravel roads wherever possible and new roads where required
Associated infrastructure	<ul style="list-style-type: none">• Fencing and lighting. Lightning Protection System ("LPS").• Telecommunication infrastructure.• Batching plant (if required).
Fencing	New galvanized steel fencing with electrification on top, approximately 2.1m high. The fencing will surround each solar PV plant, 23km fencing, up to approx. 585ha.
Water supply	Storage and /or Abstraction of water from existing or new boreholes if required. The anticipated volumes are 220kl per day.

Conditions of this Environmental Authorisation

Scope of authorisation

1. The development of the Beaufort West Solar Photovoltaic (PV) Energy Facility (SEF) and associated Infrastructure located on Portion 0 of the Farm Oude Volks Kraal No.164 and Portion 0 of the Farm Quaggas Fontein No. 166, near Beaufort West in the Western Cape Province, is approved per the geographic coordinates and property details cited in the table above.
2. Authorisation of the activity is subject to the conditions contained in this Environmental Authorisation, which form part of the Environmental Authorisation and are binding on the holder of the authorisation.
3. The holder of the authorisation is responsible for ensuring compliance with the conditions contained in this Environmental Authorisation. This includes any person acting on the holder's behalf, including but not limited to, an agent, servant, contractor, sub-contractor, employee, consultant or person rendering a service to the holder of the authorisation.
4. The activities authorised may only be carried out at the property as described above.
5. Any changes to, or deviations from, the project description set out in this Environmental Authorisation must be approved, in writing, by the Department before such changes or deviations may be effected. In assessing whether to grant such approval or not, the Department may request such information as it deems necessary to evaluate the significance and impacts of such changes or deviations and it may be necessary for the holder of the authorisation to apply for further Environmental Authorisation in terms of the regulations.
6. The holder of an Environmental Authorisation must apply for an amendment of the Environmental Authorisation with the Competent Authority for any alienation, transfer or change of ownership rights in the property on which the activity is to take place.
7. This activity must commence within a period of ten (10) years from the date of issue of this Environmental Authorisation. If commencement of the activity does not occur within that period, the authorisation lapses and a new application for Environmental Authorisation must be made in order for the activity to be undertaken.
8. Construction must be completed within five (05) years of the commencement of the activity on site.

Notification of authorisation and right to appeal

9. The holder of the authorisation must notify every registered interested and affected party, in writing and within 14 (fourteen) calendar days of the date of this Environmental Authorisation, of the decision to authorise the activity.
10. The notification referred to must –
 - 10.1. specify the date on which the authorisation was issued;
 - 10.2. inform the interested and affected party of the appeal procedure provided for in the National Appeal Regulations, 2014;
 - 10.3. advise the interested and affected party that a copy of the authorisation will be furnished on request; and
 - 10.4. give the reasons of the Competent Authority for the decision.

Commencement of the activity

11. The authorised activity shall not commence until the period for the submission of appeals has lapsed as per the National Appeal Regulations, 2014, and no appeal has been lodged against the decision. In terms of Section 43(7), an appeal under Section 43 of the National Environmental Management Act, Act No. 107 of 1998, as amended will suspend the Environmental Authorisation or any provision or condition attached thereto. In the instance where an appeal is lodged you may not commence with the activity until such time that the appeal has been finalised.

Management of the activity

12. A final site layout plan for the grid connection infrastructure and associated infrastructure, as determined by the detailed engineering phase and micro-siting, and all mitigation measures as dictated by the final site layout plan, must be submitted to the Department for approval prior to construction. A copy of the final site layout map must be made available for comments to registered Interested and Affected Parties and the holder of this environmental authorisation must consider such comments. Once amended, the final development layout map must be submitted to the Department for written approval, prior to commencement of the activity. All available biodiversity information must be used in the finalisation of the layout map. Existing infrastructure must be used as far as possible. The layout map must indicate the following:
 - 12.1. The position of the grid connection infrastructure;

- 12.2. All associated infrastructure;
 - 12.3. The finalised access routes;
 - 12.4. The on-site and/or switching substation, indicating the Independent Power Producer's section and Eskom's section;
 - 12.5. All sensitive features; and
 - 12.6. All "no-go" and buffer areas.
13. Taking the above into consideration, the generic Environmental Management Programmes (EMPrs) for the substation (the relevant section that will be maintained by the Independent Power Producer and Eskom) and the powerline submitted as part of the BAR dated February 2023, are not approved. The final site layout plan of the on-site and/or switching substation, depicting the Independent Power Producer's section and Eskom's section and the final layout plan for the powerline as per condition 12 above, must be appended to Part C of the generic EMPr for the substation and submitted to this department for approval.
 14. Once approved, the EMPrs (substation and powerline) must be implemented and strictly enforced during all phases of the project. They shall be seen as dynamic documents and shall be included in all contract documentation for all phases of the development.
 15. Changes to the approved EMPrs must be submitted in accordance with the EIA Regulations applicable at the time.
 16. The Department reserves the right to amend the approved EMPrs, should any impacts that were not anticipated or covered in the BAR be discovered.

Frequency and process of updating the EMPr

17. The EMPr must be updated where the findings of the environmental audit reports, contemplated in Condition 23 below, indicate insufficient mitigation of environmental impacts associated with the undertaking of the activity, or insufficient levels of compliance with the environmental authorisation or EMPr.
18. The updated EMPr must contain recommendations to rectify the shortcomings identified in the environmental audit report.
19. The updated EMPr must be submitted to the Department for approval together with the environmental audit report, as per Regulation 34 of the EIA Regulations, 2014 as amended. The updated EMPr must have been subjected to a public participation process, which process has been agreed to by the Department, prior to submission of the updated EMPr to the Department for approval.
20. In assessing whether to grant approval of an EMPr which has been updated as a result of an audit, the Department will consider the processes prescribed in Regulation 35 of the EIA Regulations, 2014 as

amended. Prior to approving an amended EMPr, the Department may request such amendments to the EMPr as it deems appropriate to ensure that the EMPr sufficiently provides for avoidance, management and mitigation of environmental impacts associated with the undertaking of the activity.

21. The holder of the authorisation must apply for an amendment of an EMPr, if such amendment is required before an audit is required. The amendment process is prescribed in Regulation 37 of the EIA Regulations, 2014, as amended. The holder of the authorisation must request comments on the proposed amendments to the impact management outcomes of the EMPr or amendments to the closure objectives of the closure plan from potentially interested and affected parties, including the competent authority, by using any of the methods provided for in the Act for a period of at least 30 days.

Monitoring

22. The holder of the authorisation must appoint an experienced Environmental Control Officer (ECO) for the construction phase of the development that will have the responsibility to ensure that the mitigation/rehabilitation measures and recommendations referred to in this environmental authorisation are implemented and to ensure compliance with the provisions of the approved EMPrs.
 - 22.1.1. The ECO must be appointed before commencement of any authorised activities.
 - 22.1.2. Once appointed, the name and contact details of the ECO must be submitted to the *Director: Compliance Monitoring* of the Department.
 - 22.1.3. The ECO must keep record of all activities on site, problems identified, transgressions noted, and a task schedule of tasks undertaken by the ECO.
 - 22.1.4. The ECO must remain employed until all rehabilitation measures, as required for implementation due to construction damage, are completed and the site is ready for operation.

Recording and reporting to the Department

23. All documentation e.g., audit/monitoring/compliance reports and notifications, required to be submitted to the Department in terms of this environmental authorisation, must be submitted to the *Director: Compliance Monitoring* of the Department.
24. The holder of the environmental authorisation must, for the period during which the environmental authorisation and EMPrs remain valid, ensure that project compliance with the conditions of the environmental authorisation and the EMPrs are audited, and that the audit reports are submitted to the *Director: Compliance Monitoring* of the Department.

25. The frequency of auditing and of submission of the environmental audit reports must be as per the frequency indicated in the EMPs, taking into account the processes for such auditing as prescribed in Regulation 34 of the EIA Regulations, 2014 as amended.
26. The holder of the authorisation must, in addition, submit an environmental audit report to the Department within 30 days of completion of the construction phase (i.e., within 30 days of site handover) and a final environmental audit report within 30 days of completion of rehabilitation activities.
27. The environmental audit reports must be compiled in accordance with Appendix 7 of the EIA Regulations, 2014 as amended and must indicate the date of the audit, the name of the auditor and the outcome of the audit in terms of compliance with the environmental authorisation conditions as well as the requirements of the approved EMPs.
28. Records relating to monitoring and auditing must be kept on site and made available for inspection to any relevant and competent authority in respect of this development.

Notification to authorities

29. A written notification of commencement must be given to the Department no later than fourteen (14) days prior to the commencement of the activity. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence, as well as a reference number.

Operation of the activity

30. A written notification of operation must be given to the Department no later than fourteen (14) days prior to the commencement of the activity operational phase.

Site closure and decommissioning

31. Should the activity ever cease or become redundant, the holder of the authorisation must undertake the required actions as prescribed by legislation at the time and comply with all relevant legal requirements administered by any relevant and Competent Authority at that time.

Specific conditions

32. Vegetation clearing must be limited to the required footprint for construction works. Mitigation measures must be implemented to reduce the risk of erosion and the invasion of alien species.

33. An archaeological pre-construction survey must be carried out focusing on those areas not yet surveyed.
34. If any archaeological material or human burials are uncovered during the course of development, then work in the immediate area should be halted. The find would need to be reported to the heritage authorities and may require inspection by an archaeologist. Such heritage is the property of the state and may require excavation and curation in an approved institution.
35. An integrated waste management approach must be implemented that is based on waste minimisation and must incorporate reduction, recycling, re-use and disposal where appropriate. Any solid waste must be disposed of at a landfill licensed in terms of Section 20 (b) of the National Environment Management Waste Act, 2008 (Act No.59 of 2008).

General

36. A copy of this Environmental Authorisation, the audit and compliance monitoring reports, and the approved EMPr, must be made available for inspection and copying-
37. at the site of the authorised activity;
 - 37.1. to anyone on request; and
 - 37.2. where the holder of the Environmental Authorisation has a website, on such publicly accessible website.
38. National government, provincial government, local authorities or committees appointed in terms of the conditions of this authorisation or any other public authority shall not be held responsible for any damages or losses suffered by the holder of the authorisation or his/her 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 holder of the authorisation with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Date of Environmental Authorisation: 27/04/2023



Mr Sabelo Malaza

Chief Director: Integrated Environmental Authorisations
Department of Forestry, Fisheries and the Environment

Annexure 1: Reasons for Decision

1. Information considered in making the decision

In reaching its decision, the Department took, *inter alia*, the following into consideration -

- a) The listed activities as applied for in the application form received in November 2022.
- b) The information contained in the BAR dated February 2023.
- c) The comments received from the Western Cape Department of Environmental Affairs and Development Planning, South African Civil Aviation Authority, Heritage Western Cape, and other I&AP's and interested and affected parties as included in the BAR dated February 2023.
- d) Mitigation measures as proposed in the BAR and the EMPr.
- e) The information contained in the specialist studies contained within the appendices of the BAR dated February 2023 and as appears below:

Name of Specialist	Title of specialist report/ s as attached in FBAR	Date issued
Stephan Stead	Visual Impact Assessment	November 2022
Ntuthuko Hlanguza	Transport Impact assessment	November 2022
Jayson Orton	Heritage Impact Assessment	November 2022
John Almond	Paleontological Impact Assessment	November 2022
Priantha Subrayen	Desktop Geotechnical Impact Assessment	November 2022
Johann Lanz	Agriculture and soils Impact Assessment	November 2022
Lloyd McFarlane	Social Impact Assessment	November 2022
Antonia Belcher	Aquatic Biodiversity Impact Assessment	November 2022
Simon Todd	Biodiversity Impact Assessment	October 2022
Chris van Rooyen	Avifauna Impact Assessment	October 2022

2. Key factors considered in making the decision

All information presented to the Department was taken into account in the Department's consideration of the application. A summary of the issues which, in the Department's view, were of the most significance is set out below.

- a) The findings of all the specialist studies conducted and their recommended mitigation measures.

- b) The need for the project stems from the response to the growing electricity demand, fuelled by increasing economic growth and social development, and placing increasing pressure on South Africa's existing power generation capacity.
- c) The BAR dated February 2023 identified all legislation and guidelines that have been considered in the preparation of the BAR.
- d) The location of the project.
- e) The methodology used in assessing the potential impacts identified in the BAR dated February 2023 and the specialist studies have been adequately indicated.
- f) A sufficient public participation process was undertaken, and the applicant has satisfied the minimum requirements as prescribed in the EIA Regulations, 2014 as amended for public involvement.

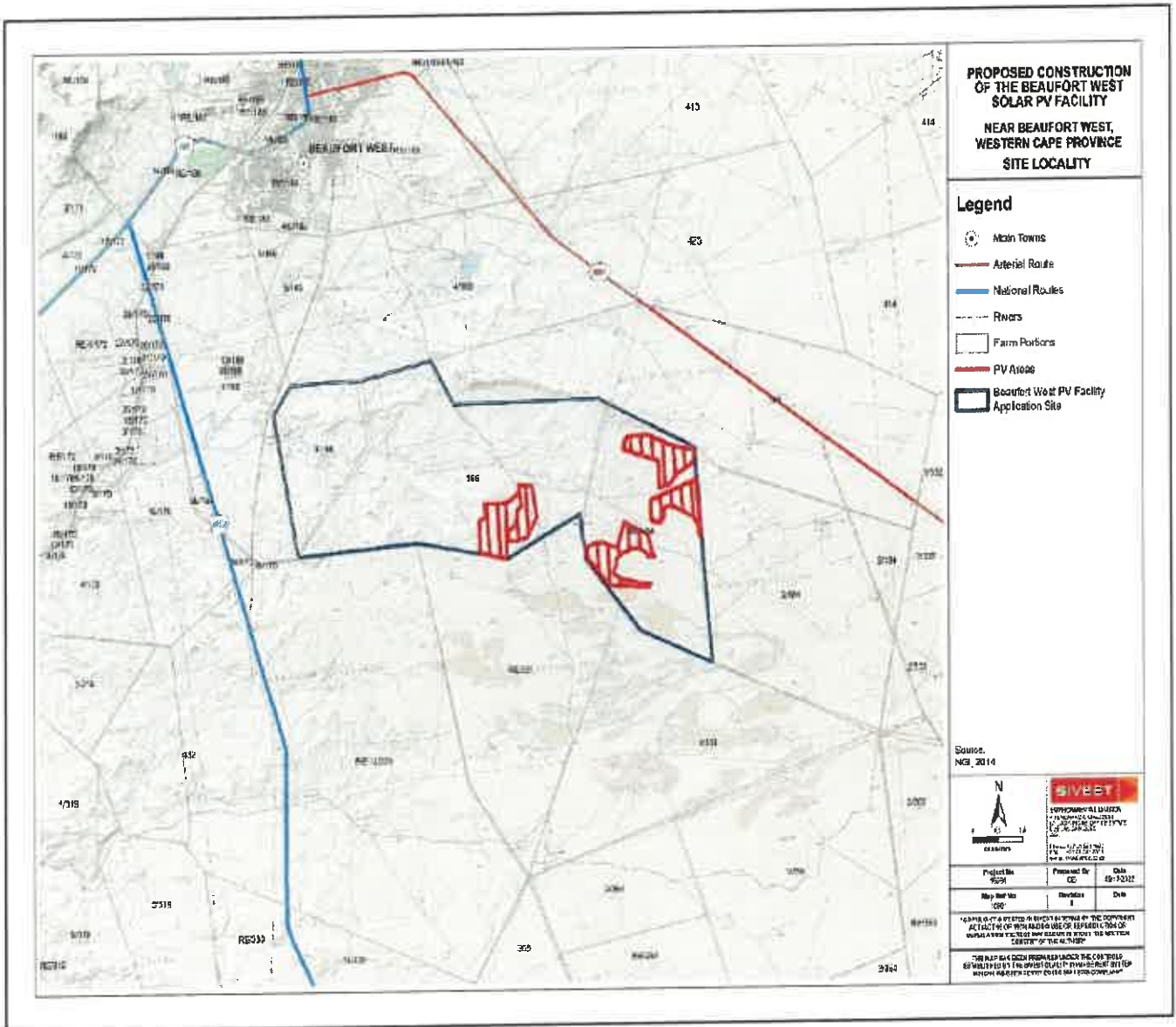
3. Findings

After consideration of the information and factors listed above, the Department made the following findings -

- a) The identification and assessment of impacts are detailed in the BAR dated February 2023 and sufficient assessment of the key identified issues and impacts have been completed.
- b) The procedure followed for impact assessment is adequate for the decision-making process.
- c) The information contained in the BAR dated February 2023 is deemed to be accurate and credible.
- d) The proposed mitigation of impacts identified and assessed adequately curtails the identified impacts.
- e) EMPr measures for the pre-construction, construction and rehabilitation phases of the development were proposed and included in the BAR and will be implemented to manage the identified environmental impacts during the construction phase.

In view of the above, the Department is satisfied that, subject to compliance with the conditions contained in the environmental authorisation, the authorised activities will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, 1998 and that any potentially detrimental environmental impacts resulting from the authorised activities can be mitigated to acceptable levels. The environmental authorisation is accordingly granted.

Annexure 1: Locality Plan



Annexure C: DALRRD under Land reference number: 2023_07_0127.) and Western Cape Department of Agriculture, Land Use Management under File Ref: 20/9/2/3/1/037.



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Private Bag X120, Pretoria, 0001
Delpen Building, C/o Annie Botha & Union Street, Riviera, 0084

From: Directorate Land and Soil Management
Tel: 012-319-7451 Fax: 012-329-5938 Email: ThombiNy@Dalrrd.gov.za/ CherlyG@Dalrrd.gov.za;
Website: www.dalrrd.gov.za
Enquiries: Helpdesk Ref: 2023_07_0127

Sivest SA (Pty) Ltd
P.O. Box 1899
UMHLANGA ROCKS
4320

Email: ReenaR@sivest.com

Attention: Reena Ramsaru

APPLICATION IN TERMS OF THE SUBDIVISION OF AGRICULTURAL LAND ACT, ACT 70 OF 1970: PROPOSED DEVELOPMENT OF A SOLAR FARM ON PORTION 3 OF THE FARM STEENROTSFOUNTAIN NO. 168, REMAINDER OF THE FARM OUDE VLOKS KRAAL NO. 164 AND REMAINDER OF THE FARM QUAGGASFONTEIN NO. 166, DIVISION BEAUFORT WEST, WESTERN CAPE PROVINCE

Your letter bearing reference 18892 dated 26 July 2023 refers.

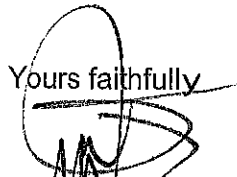
With reference to the above-mentioned matter, the Department has no objection against the proposed development to establish a Solar PV Plant and associated infrastructure on an area of 576,4 hectares of the above-mentioned properties from an agricultural point of view. However, the following needs to be adhered to:

1. Any further extension of this proposed project should be reviewed in terms of the Subdivision of Agricultural Land Act, 70 (Act 70 of 1970).
2. No subdivision for the purposes of demarcating the individual footprint area should be allowed.
3. No construction should be placed in areas that are of high or unique agricultural value and those under cultivation.
4. Natural vegetation should be restored after the construction of the plant to prevent degradation.
5. Where applicable, a provision should be made for the controls of runoff water.



6. Water needed for the maintenance of the site should not be sourced from existing water rights allocated to the site or nearby farm portions as it will negatively impact on agricultural production.
7. The applicant should take responsibility for the maintenance and well-being of the natural resources base of the site.
8. These comments are valid for five years and if the development does not take place, the proposed rezoned portions must revert back to its original parent portion and remain agricultural land in terms of section (1) of the Subdivision of Agricultural Land Act, Act 70 of 1970.
9. The application for the registration of the long-term lease shall be considered upon receipt of the positive Record of Decision and a copy of the rezoning approval.

This comment does not exempt any person from the provisions of any other law and does not purport to interfere with the rights of any person who may have an interest in the agricultural land.

Yours faithfully


MR D SERAGE
DEPUTY DIRECTOR GENERAL:
AGRICULTURAL PRODUCTION,
BIOSECURITY AND NATURAL RESOURCES MANAGEMENT
DELEGATE OF THE MINISTER
DATE: 2023/11/10

CC: Coenrad Agenbach, Deputy Director: Environmental Impact Evaluation: Special Projects, Department of Environmental Affairs, Private Bag X447, PRETORIA, 0001
Fax: 012 320 7539





OUR REFERENCE : 20/9/2/3/1/037
YOUR REFERENCE : 18892
ENQUIRIES : Cor van der Walt

SiVest

Email: ReenaR@sivest.com

Att: Reena Ramsaru

**APPLICATION FOR CONSENT FOR RENEWABLE ENERGY STRUCTURES AND ANCILLARY USES:
DIVISION BEAUFORT WEST
PORTION 3 OF THE FARM STEENROTSFOUNTAIN NO 168
REMAINDER OF THE FARM OUDE VOLKS KRAAL NO 164
REMAINDER OF THE FARM QUAGGASFONTEIN NO 166**

Your application of 28 July 2028 has reference.

The Western Cape Department of Agriculture: Land Use Management has no objection to the site layout plan for the Solar Energy project as illustrated on page 8 on the SIVE57 application dated 28 July 2023. The land in question has a low land capability rating and is therefore supported.

Please note:

- Kindly quote the above-mentioned reference number in any future correspondence in respect of the application.

- The Department reserves the right to revise initial comments and request further information based on the information received.

Yours sincerely



Mr. CJ van der Walt

LANDUSE MANAGER: LANDUSE MANAGEMENT

2023-10-20

Copies:

Department of Environmental Affairs & Development Planning

Private Bag X6509

GEORGE

6530

Department of Agriculture, Land Reform and Rural Development

National Department of Agriculture

Private Bag X 120

PRETORIA

0001

Beaufort West Municipality

Private Bag 582

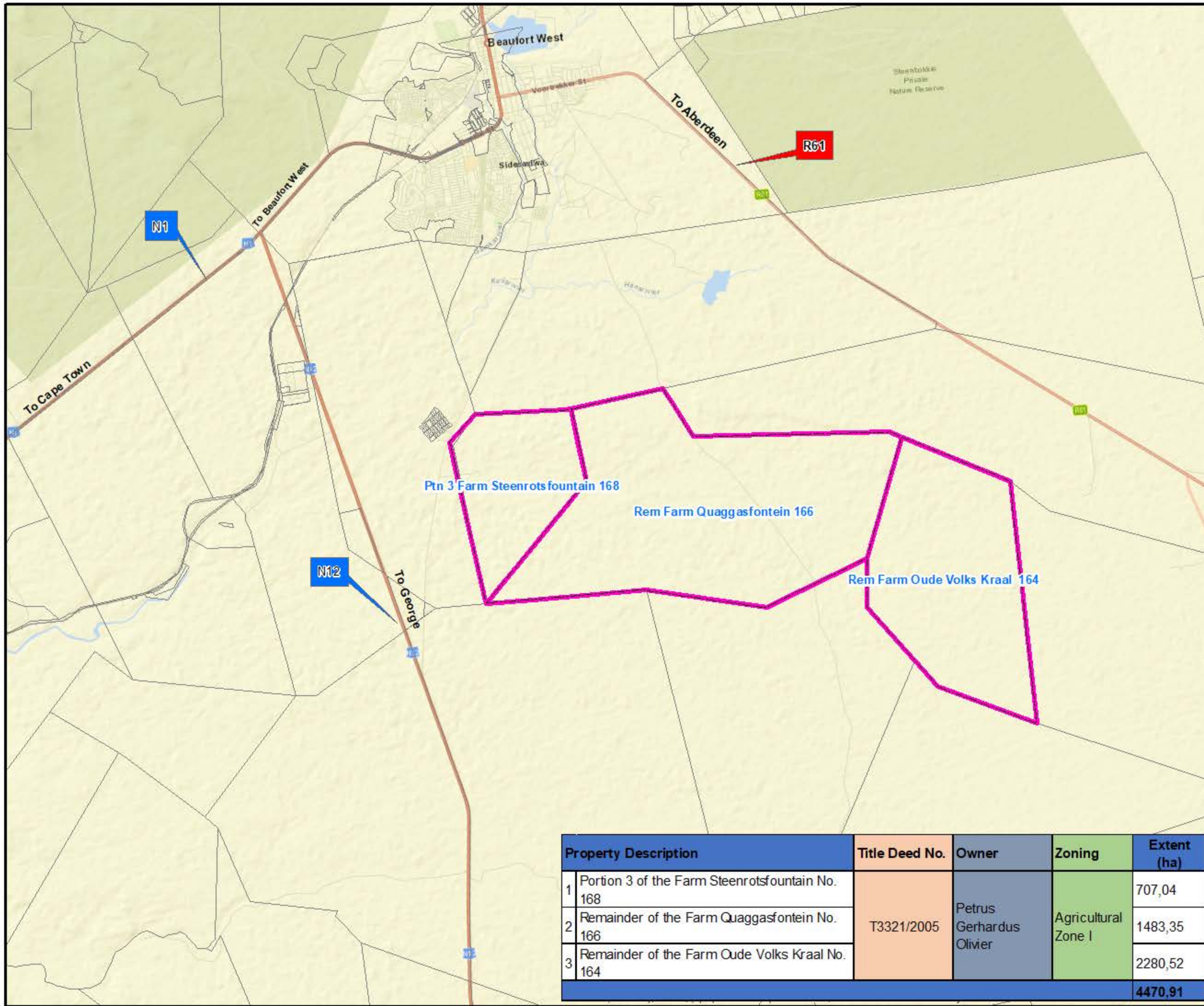
BEAUFORT WEST

6970

Annexure D: Locality Plan

Legend

 Project Site



Property Description	Title Deed No.	Owner	Zoning	Extent (ha)
1 Portion 3 of the Farm Steenrotsfontein No. 168	T3321/2005	Petrus Gerhardus Olivier	Agricultural Zone I	707,04
2 Remainder of the Farm Quaggasfontein No. 166				1483,35
3 Remainder of the Farm Oude Volks Kraal No. 164				2280,52
				4470,91

1:75 000
0 500 1000
Meters



TOWN PLANNING DIVISION
4 PENCARROW CRESCENT
LA LUCIA RIDGE OFFICE ESTATE
UMHLANGA ROCKS 4320
Phone: +27 31 581 1500
Fax: +27 31 566 2371
e-mail: info@sivest.co.za

Map Reference 18892	Prepared By RR	Date 14/05/2024
------------------------	-------------------	--------------------

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THIS MAP HAS BEEN PREPARED UNDER THE CONTROLS ESTABLISHED BY THE SIVEST QUALITY MANAGEMENT SYSTEM AND MEETS THE REQUIREMENTS OF THE SETA QUALITY GRADING SYSTEM THAT IS ISO COMPLIANT

Annexure E: Email Confirmation of Zoning from Municipality

From: [Building Inspectors](#)
To: [Zamazwide Malevu](#)
Subject: Re: Request for information: Confirmation of Zoning and statutory process
Date: Friday, 05 November 2021 08:54:15
Attachments: [image001.png](#)
[image002.jpg](#)
[image001.png](#)
[image002.jpg](#)
[T2 - Land Use Planning application form.docx](#)
[T1 - Land Use Planning pre-application consultation form.docx](#)
[AANSOEKLYS IN TERME VAN SPLUMA.doc](#)
[20210716093610156.pdf](#)

Good morning

Both of the farms are zoned as agricultural zone 1.

Attach find the list of supporting documents needed.

You need to apply for a consent use.

Ashley Mitchell

Senior Building Control Officer - Beaufort West Municipality



Phone: +27 (0)23 414 8148

Fax: +27 (0)23 415 2811

Web: <http://www.beaufortwestmun.co.za>

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From: "Zamazwide Malevu" <ZamazwideM@sivest.co.za>
To: "Ashley Mitchell" <buildingcontrol@beaufortwestmun.co.za>
Cc: "Petrus Strumpher" <petrus@beaufortwestmun.co.za>
Sent: Thursday, 4 November, 2021 11:17:49
Subject: RE: Request for information: Confirmation of Zoning and statutory process

Hi Ashley,

I hope that you are safe and doing well.

Reference is made to the email below. The enquiry being made relates to the following properties:

- Ptn 3 of the Farm Steenrotsfontein No. 168
- Remainder of the Farm Oude Volks Kraal No. 164
- Remainder of the Farm Quaggasfontein No. 166

The client wants to establish a Solar Panel Farm on the above-mentioned properties.

Can you please assist me with the following information

1. Zoning Information;
2. The application type; and
3. Process to be followed.

Your assistance in the above matter will be greatly appreciated.

Regards,

Zamazwide Malevu

Pr Pln A/2469/2017

Town Planner

SIVEST Town and Regional Planning Division

D +27 31 581 1593 | **T** +27 31 581 1500 | **M** +27 83 455 2125 | **E** zamazwide@sivest.co.za | **W** www.sivest.co.za



Engineering Consulting | Project Management | Environmental Consulting | Town & Regional Planning | Management Systems Consulting

LEVEL 2 BBBEE CONTRIBUTOR IN SOUTH AFRICA

South Africa: Durban | East London | Johannesburg | Pietermaritzburg | Pretoria | Richards Bay
Mauritius: SIVEST Mauritius Ltd: Port Louis | Daniel Wong Chung Co. Ltd: Curepipe
United Kingdom: MBM Consulting: London, England | Tunbridge Wells, England www.mbmconsult.com

From: Petrus Strümpher <petrus@beaufortwestmun.co.za>
Sent: Wednesday, 03 November 2021 12:16
To: Ashley Mitchell <buildingcontrol@beaufortwestmun.co.za>
Cc: Zamazwide Malevu <ZamazwideM@sivest.co.za>
Subject: Fwd: Request for information: Confirmation of Zoning and statutory process
Importance: High

Hi Ashley / Christopher

Please refer to the below e-mail. Can you please confirm with Zamazwide Malevu the current zoning of the properties she are referring to as well as the application type that is required and the process to be followed.

@ Zamazwide Malevu, timeframes are difficult to provide as there are too many variables that can have an impact on the process .eg. we cannot foresee if there will be any objections and or appeals. To play it safe you can estimate about 5-6 months for a final decision from the date that the final application was submitted. The statutory process is detailed in the Land Use Planning By-Law.

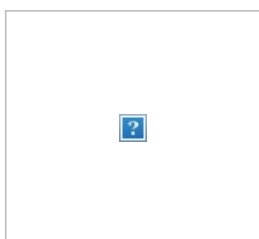
Regarding the by-laws and application form, it can be downloaded from the municipality's website at the following links:

<https://www.beaufortwestmun.co.za/resource-category/application-forms>

<https://www.beaufortwestmun.co.za/resource-category/policies-and-laws?category=83>

<https://www.beaufortwestmun.co.za/resource-category/policies-and-laws?page=2&category=83>

Regards



Petrus Strümpher

Senior Manager: Corporative Services - Beaufort West Municipality

Phone: +27 (0)23 414 8103

Fax: +27 (0)23 415 1373

Web: <http://www.beaufortwestmun.co.za>

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From: "Zamazwide Malevu" <ZamazwideM@sivest.co.za>
To: "Petrus Strümpher" <petrus@beaufortwestmun.co.za>
Sent: Friday, 29 October, 2021 10:54:00
Subject: Request for information: Confirmation of Zoning and statutory process

Dear Mr P Strümpher,

Our telephonic conversation, this morning (29/10/2021) refers.

Please can you assist me with the zoning information for the following properties:

- Ptn 3 of the Farm Steenrotsfontein No. 168
- Remainder of the Farm Oude Volks Kraal No. 164
- Remainder of the Farm Quaggasfontein No. 166

We have a client that would like to establish a solar farm on a portion of the aforementioned properties.

As per our telephonic conversation, you indicated that a solar farm is allowed as a consent use under the Agriculture zones and you indicated that a subdivision application will also be required (through the Municipality) for the associated infrastructure. Kindly confirm if this is still applicable, as well as the statutory process to be followed, as well as the associated timeframes.

Please can you furnish me with the following information:

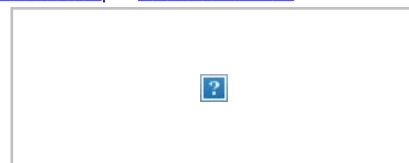
- SPLUM Bylaw
- Town Planning Scheme
- Associated Application Forms

Your assistance in this matter will be greatly appreciated.

Regards,

Zamazwide Malevu
Pr Pln A/2469/2017
Town Planner
SIVEST Town and Regional Planning Division

D +27 31 581 1593 | **T** +27 31 581 1500 | **M** +27 83 455 2125 | **E** zamazwide@sivest.co.za | **W** www.sivest.co.za



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Mauritius: SIVEST Mauritius Ltd: Port Louis | Daniel Wong Chung Co. Ltd: Curepipe
United Kingdom: MBM Consulting: London, England | Tunbridge Wells, England www.mbmconsult.com

Beaufort Wes het n water krisis. Water is n kosbare bron. Kom ons spaar saam.
Beaufort West has a water crisis. Water is a precious resource. Lets save water.
I bhobhofolo inengxaki yokunqaba kwamanzi. Masiwasebenzise ngononophelo.

Beaufort Wes het n water krisis. Water is n kosbare bron. Kom ons spaar saam.
Beaufort West has a water crisis. Water is a precious resource. Lets save water.
I bhobhofolo inengxaki yokunqaba kwamanzi. Masiwasebenzise ngononophelo.

Annexure F: Extract from Zoning Scheme Bylaw (Beaufort West)

SCHEDULE 1

USE ZONES TABLE

1	2	3
Zoning	Primary use	Consent use
AGRICULTURAL ZONES		
Agricultural Zone I (AZI)		
<p><i>The objective of this zone is to promote and protect agriculture on farms as an important economic, environmental and cultural resource. Limited provision is made for non-agricultural uses to provide rural communities in more remote areas with the opportunity to increase the economic potential of their properties, provided these uses do not present a significant negative impact on the primary agricultural resource.</i></p>	<p>Primary use</p> <ul style="list-style-type: none"> • Agriculture 	<p>Consent uses</p> <ul style="list-style-type: none"> • Abattoir • Additional dwelling units • Agricultural industry (>2000m²) • Airfield • Animal care centre • Aqua-culture • Camping site • Farm shop • Farm grave yard • Freestanding base telecommunication station • Function venue • Guest house • Helicopter landing pad • Off-road trail • Plant nursery • Quarry • Renewable energy structure • Shooting range • Tourist facilities • Utility service
Agricultural Zone II (AZII)		
<p><i>The objective of this zone is to accommodate larger residential properties, which may be used for limited agriculture, but primarily serve as places of residence for people who seek a rural lifestyle. Such properties are often found close to towns and villages, and new smallholding areas should only be permitted within an acknowledged, demarcated urban area.</i></p>	<p>Primary use</p> <ul style="list-style-type: none"> • Smallholding 	<p>Consent uses</p> <ul style="list-style-type: none"> • Agricultural industry • Animal care centre • Aqua-culture • Farm shop • Freestanding base telecommunication station • Guest house • Intensive animal farming • Intensive horticulture • Plant nursery • Quarry • Renewable energy structure • Riding school • Rooftop base telecommunication station • Second dwelling (>60m²) • Tourist facilities • Utility service

Annexure G: Site Plan

Annexure H: Agricultural Assessment

Johann Lanz
Soil Scientist (Pr.Sci.Nat.)
Reg. no. 400268/12

Cell: 082 927 9018
e-mail: johann@johannlanz.co.za

1A Wolfe Street
Wynberg
7800
Cape Town
South Africa

**SITE SENSITIVITY VERIFICATION
AND
AGRICULTURAL COMPLIANCE STATEMENT
FOR THE PROPOSED BEAUFORT WEST SOLAR RENEWABLE ENERGY FACILITY
AND ASSOCIATED GRID CONNECTION INFRASTRUCTURE
NEAR BEAUFORT WEST, WESTERN CAPE PROVINCE**

**Report by
Johann Lanz**

11 November 2022

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EXECUTIVE SUMMARY

The site has low agricultural potential and no dryland cropping potential predominantly because of aridity constraints but also because of soil constraints. As a result of the constraints, agricultural production is limited to low density grazing. The land across the site is verified in this assessment as being of low to medium agricultural sensitivity.

Two potential mechanisms of negative agricultural impact were identified, occupation of agricultural land and land degradation. One potential mechanism of positive agricultural impact was identified as increased financial security for farming operations.

All mechanisms are likely to lead to low impact on the agricultural production potential and the agricultural impact is therefore assessed as having low significance.

The conclusion of this assessment is that the agricultural impact of the proposed development is acceptable because:

- it will occupy land that is of limited land capability, which is insufficient for crop production. There is not a scarcity of such agricultural land in South Africa and its conservation for agricultural production is not therefore a priority.
- The amount of agricultural land use by the development is within the allowable development limits prescribed by the agricultural protocol. These limits reflect the national need to conserve valuable agricultural land and therefore to steer, particularly renewable energy developments, onto land with low agricultural production potential.
- The proposed development is within a REDZ, which is an area that has specifically been designated within South Africa for the prioritisation of renewable energy development. The designation of the REDZ has taken into account the country's need to balance renewable energy development against the conservation of land required for agricultural production and national food security.
- The PV panels will not necessarily totally exclude agricultural production. The area can still be used to graze sheep that will, in addition, be protected against stock theft within the security area of the facility.
- All renewable energy development in South Africa decreases the need for coal power and thereby contributes to reducing the large agricultural impact that open cast coal mining has on highly productive agricultural land throughout the coal mining areas of the country.

From an agricultural impact point of view, it is recommended that the development be approved.

1 INTRODUCTION

Environmental authorisation is being sought for the proposed construction and operation of the proposed Beaufort West Solar Renewable Energy Facility and associated grid connection infrastructure, near Beaufort West, Western Cape Province (see location in Figure 1). In terms of the National Environmental Management Act (Act No 107 of 1998 - NEMA), an application for environmental authorisation requires an agricultural assessment. In this case, based on the verified sensitivity of the site, the level of agricultural assessment required is an Agricultural Compliance Statement.

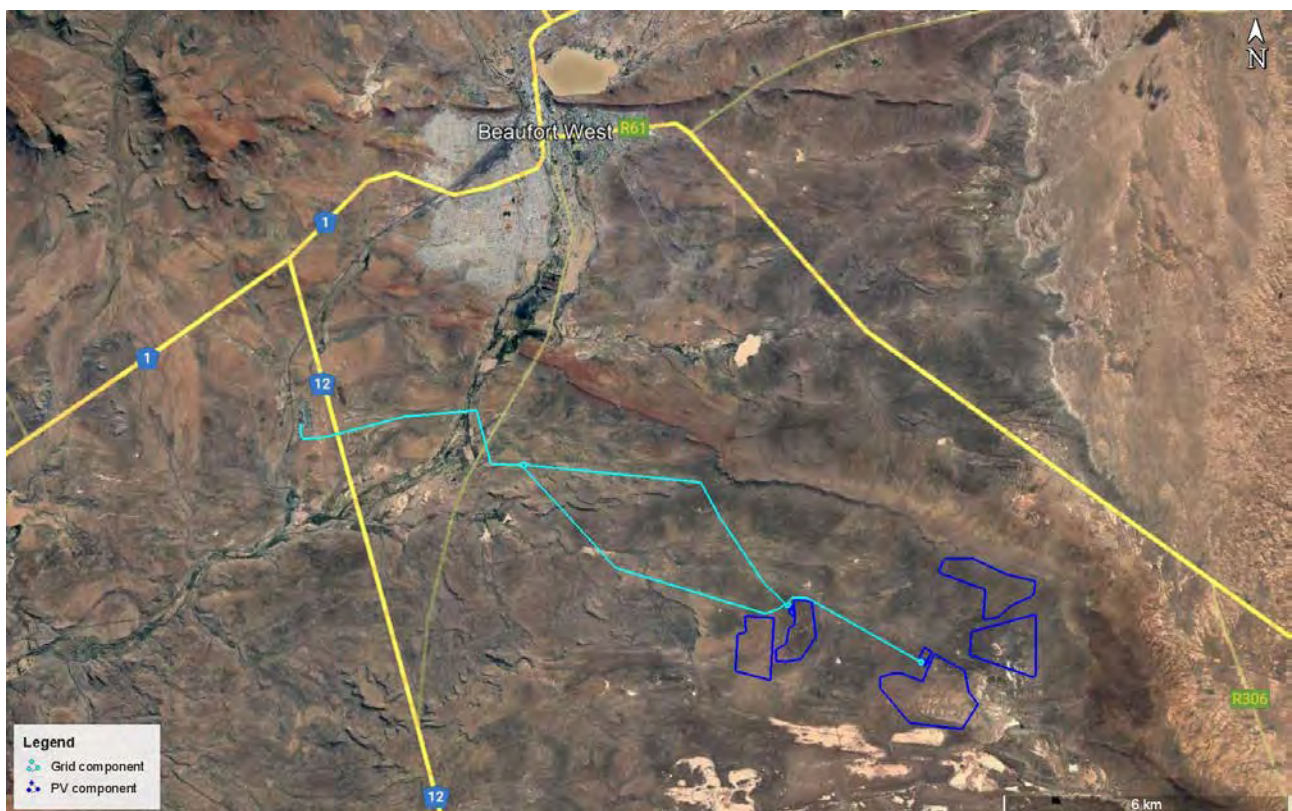


Figure 1. Locality map of the proposed facilities south of Beaufort West.

Johann Lanz was appointed as an independent agricultural specialist to conduct the agricultural assessment. The objective and focus of an agricultural assessment is to assess whether or not the proposed development will have an unacceptable agricultural impact, and based on this, to make a recommendation on whether or not it should be approved.

The purpose of the agricultural component in the environmental assessment process is to preserve the agricultural production potential, particularly of scarce arable land, by ensuring that development does not exclude existing or potential agricultural production from such land or impact it to the extent that its future production potential is reduced. However, this site has no crop production potential and is therefore not considered particularly preservation worthy as agricultural production land.

2 PROJECT DESCRIPTION

The proposed facilities will consist of the standard infrastructure of a PV energy facility including PV array; inverters; cabling; battery storage; auxiliary buildings; access and internal roads; on-site substation; temporary construction laydown areas; and perimeter fencing. The facilities will have a total combined generating capacity of up to 415 megawatt (MWac).

The exact nature and layout of the different infrastructure within the boundary fence of a solar energy facility has absolutely no bearing on the significance of agricultural impacts. It is therefore not necessary to detail this design and layout of the facility any further in this assessment. All that is of relevance is simply the total footprint of the facility that excludes agricultural land use or impacts agricultural land, referred to as the agricultural footprint. This is the area within the facility fence. Whether that footprint comprises a solar array, a road or a substation is irrelevant to agricultural impact.

Furthermore, in a low agricultural potential environment like the one being assessed, the actual positions of the facilities in the landscape also has no real bearing on the significance of the agricultural impact.

This assessment includes the power lines of the grid connection. It is important to note that the power lines have a very different level of agricultural impact than the rest of the facility footprint does because agriculture is not excluded from the land underneath a power line. The power line corridor is not therefore considered to be part of the agricultural footprint, in keeping with NEMA's agricultural protocol. The agricultural impact of a power line is insignificant in this environment, regardless of its route and design and the agricultural potential of the land it crosses.

3 TERMS OF REFERENCE

The terms of reference for this study is to fulfill the requirements of the *Protocol for the specialist assessment and minimum report content requirements of environmental impacts on agricultural resources by onshore wind and/or solar photovoltaic energy generation facilities where the electricity output is 20 megawatts or more*, gazetted on 20 March 2020 in GN 320 (in terms of Sections 24(5)(A) and (H) and 44 of NEMA, 1998).

The verified agricultural sensitivity of the site is less than high. The level of agricultural assessment required in terms of the protocol for sites verified as less than high sensitivity is an Agricultural Compliance Statement.

The terms of reference for such an assessment, as stipulated in the protocol, are listed below, and

the section number of this report which fulfils each stipulation is given after it in brackets.

1. The Agricultural Compliance Statement must be prepared by a soil scientist or agricultural specialist registered with the South African Council for Natural Scientific Professions (SACNASP) **(Appendix 1)**.
2. The compliance statement must:
 1. be applicable to the preferred site and proposed development footprint **(Figures 1 to 3)**;
 2. confirm that the site is of “low” or “medium” sensitivity for agriculture **(Section 7)**; and
 3. indicate whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site **(Section 10)**.
3. The Agricultural Compliance Statement must contain, as a minimum, the following information:
 1. details and relevant experience as well as the SACNASP registration number of the soil scientist or agricultural specialist preparing the statement including a curriculum vitae **(Appendix 1)**;
 2. a signed statement of independence by the specialist **(Appendix 2)**;
 3. a map showing the proposed development footprint (including supporting infrastructure) with a 50 m buffered development envelope, overlaid on the agricultural sensitivity map generated by the screening tool **(Figure 2 and 3)**;
 4. calculations of the physical development footprint area for each land parcel as well as the total physical development footprint area of the proposed development including supporting infrastructure **(Section 9.9)**;
 5. confirmation that the development footprint is in line with the allowable development limits contained in Table 1 of the protocol **(Section 9.9)**;
 6. confirmation from the specialist that all reasonable measures have been taken through micro-siting to avoid or minimize fragmentation and disturbance of agricultural activities **(Section 9.7)**;
 7. a substantiated statement from the soil scientist or agricultural specialist on the acceptability, or not, of the proposed development and a recommendation on the approval, or not of the proposed development **(Section 10)**;
 8. any conditions to which this statement is subjected **(Section 10)**;
 9. in the case of a linear activity, confirmation from the agricultural specialist or soil scientist, that in their opinion, based on the mitigation and remedial measures proposed, the land can be returned to the current state within two years of completion of the construction phase **(Section 9.8)**;
 10. where required, proposed impact management outcomes or any monitoring requirements for inclusion in the EMP **(Section 9.11)**; and
 11. a description of the assumptions made and any uncertainties or gaps in knowledge or data **(Section 5)**.

4 METHODOLOGY OF STUDY

As per the protocol requirement, the assessment was based on a desktop analysis of existing soil and agricultural potential data for the site. A site investigation was not considered necessary for this assessment, including for the site sensitivity verification. This is because the land capability limitation is predominantly a function of climate, which cannot be usefully informed by a site assessment.

The following sources of information were used:

- Soil data was sourced from the land type data set, of the Department of Agriculture, Forestry and Fisheries (DAFF). This data set originates from the land type survey that was conducted from the 1970's until 2002. It is the most reliable and comprehensive national database of soil information in South Africa and although the data was collected some time ago, it is still entirely relevant as the soil characteristics included in the land type data do not change within time scales of hundreds of years.
- Land capability data was sourced from the 2017 National land capability evaluation raster data layer produced by the DAFF, Pretoria.
- Field crop boundaries were sourced from Crop Estimates Consortium, 2019. *Field Crop Boundary data layer, 2019*. Pretoria. Department of Agriculture, Forestry and Fisheries.
- Rainfall and evaporation data was sourced from the SA Atlas of Climatology and Agrohydrology (2009, R.E. Schulze) available on Cape Farm Mapper.
- Grazing capacity data was sourced from the 2018 DAFF long-term grazing capacity map for South Africa, available on Cape Farm Mapper.
- Satellite imagery of the site and surrounds was sourced from Google Earth.

This level of agricultural assessment is considered entirely adequate for an understanding of on-site agricultural production potential for the purposes of this assessment.

5 ASSUMPTIONS, UNCERTAINTIES OR GAPS IN KNOWLEDGE OR DATA

There are no specific assumptions, uncertainties or gaps in knowledge or data that affect the findings of this study.

6 APPLICABLE LEGISLATION AND PERMIT REQUIREMENTS

A renewable energy facility requires approval from the National Department of Agriculture, Land Reform and Rural Development (DALRRD) if the facility is on agriculturally zoned land. There are

two approvals that apply. The first is a No Objection Letter for the change in land use. This letter is one of the requirements for receiving municipal rezoning. It is advisable to apply for this as early in the renewable development process as possible because not receiving this DALRRD approval is a fatal flaw for a project. Note that a positive EA does not assure DALRRD's approval of this. This application requires a motivation backed by good evidence that the development is acceptable in terms of its impact on the agricultural production potential of the development site. This assessment report will serve that purpose.

The second required approval is a consent for long-term lease in terms of the Subdivision of Agricultural Land Act (Act 70 of 1970) (SALA). If DALRRD approval for the development has already been obtained in the form of the No Objection letter, then SALA approval should not present any difficulties. Note that SALA approval is not required if the lease is over the entire farm portion. SALA approval (if required) can only be applied for once the Municipal Rezoning Certificate and Environmental Authorisation has been obtained.

Power lines require the registration of a servitude for each farm portion crossed. In terms of the Subdivision of Agricultural Land Act (Act 70 of 1970) (SALA), the registration of a power line servitude requires written consent of the Minister unless either of the following two conditions apply:

- if the servitude width does not exceed 15 metres; and
- if Eskom is the applicant for the servitude.

If one or both of these conditions apply, then no agricultural consent is required. The second condition is likely to apply, even if another entity gets Environmental Authorisation for and constructs the power line, but then hands it over to Eskom for its operation. Eskom is currently exempt from agricultural consent for power line servitudes.

Rehabilitation after disturbance to agricultural land is managed by the Conservation of Agricultural Resources Act (Act 43 of 1983) (CARA). A consent in terms of CARA is required for the cultivation of virgin land. Cultivation is defined in CARA as "any act by means of which the topsoil is disturbed mechanically". The purpose of this consent for the cultivation of virgin land is to ensure that only land that is suitable as arable land is cultivated. Therefore, despite the above definition of cultivation, disturbance to the topsoil that results from the construction of a renewable energy facility and its associated infrastructure does not constitute cultivation as it is understood in CARA. This has been corroborated by Anneliza Collett (Acting Scientific Manager: Natural Resources Inventories and Assessments in the Directorate: Land and Soil Management of the Department of Agriculture, Land Reform and Rural Development (DALRRD)). The construction and operation of the facility will therefore not require consent from the Department of Agriculture, Land Reform and Rural Development in terms of this provision of CARA.

7 SITE SENSITIVITY VERIFICATION

In terms of the gazetted agricultural protocol, a site sensitivity verification must be submitted that:

1. confirms or disputes the current use of the land and the environmental sensitivity as identified by the screening tool, such as new developments or infrastructure, the change in vegetation cover or status etc.;
2. contains a motivation and evidence (e.g. photographs) of either the verified or different use of the land and environmental sensitivity.

The purpose of including an agricultural component in the environmental assessment process is to ensure that South Africa balances the need for development against the need to ensure the conservation of the natural agricultural resources, including land, required for agricultural production and national food security. The different categories of agricultural sensitivity, used in the national web-based environmental screening tool, indicate the priority by which land should be conserved as agricultural production land.

Agricultural sensitivity is a direct function of the capability of the land for agricultural production. All arable land that can support viable crop production, is classified as high (or very high) sensitivity. This is because there is a scarcity of arable production land in South Africa and its conservation for agricultural use is therefore a priority. Land which cannot support viable crop production is much less of a priority to conserve for agricultural use and is rated as medium or low agricultural sensitivity.

The screening tool classifies agricultural sensitivity according to only two independent criteria – the land capability rating and whether the land is used for cropland or not. All cropland is classified as at least high sensitivity, based on the logic that if it is under crop production, it is indeed suitable for it, irrespective of its land capability rating.

The screening tool sensitivity categories in terms of land capability are based upon the Department of Agriculture's updated and refined, country-wide land capability mapping, released in 2016. The data is generated by GIS modelling. Land capability is defined as the combination of soil, climate, and terrain suitability factors for supporting rain fed agricultural production. It is an indication of what level and type of agricultural production can sustainably be achieved on any land, based on its soil, climate, and terrain. The higher land capability values (≥ 8 to 15) are likely to be suitable as arable land for crop production, while lower values are only likely to be suitable as non-arable grazing land.

A map of the proposed development area overlaid on the screening tool sensitivity is given in

Figures 2 and 3.

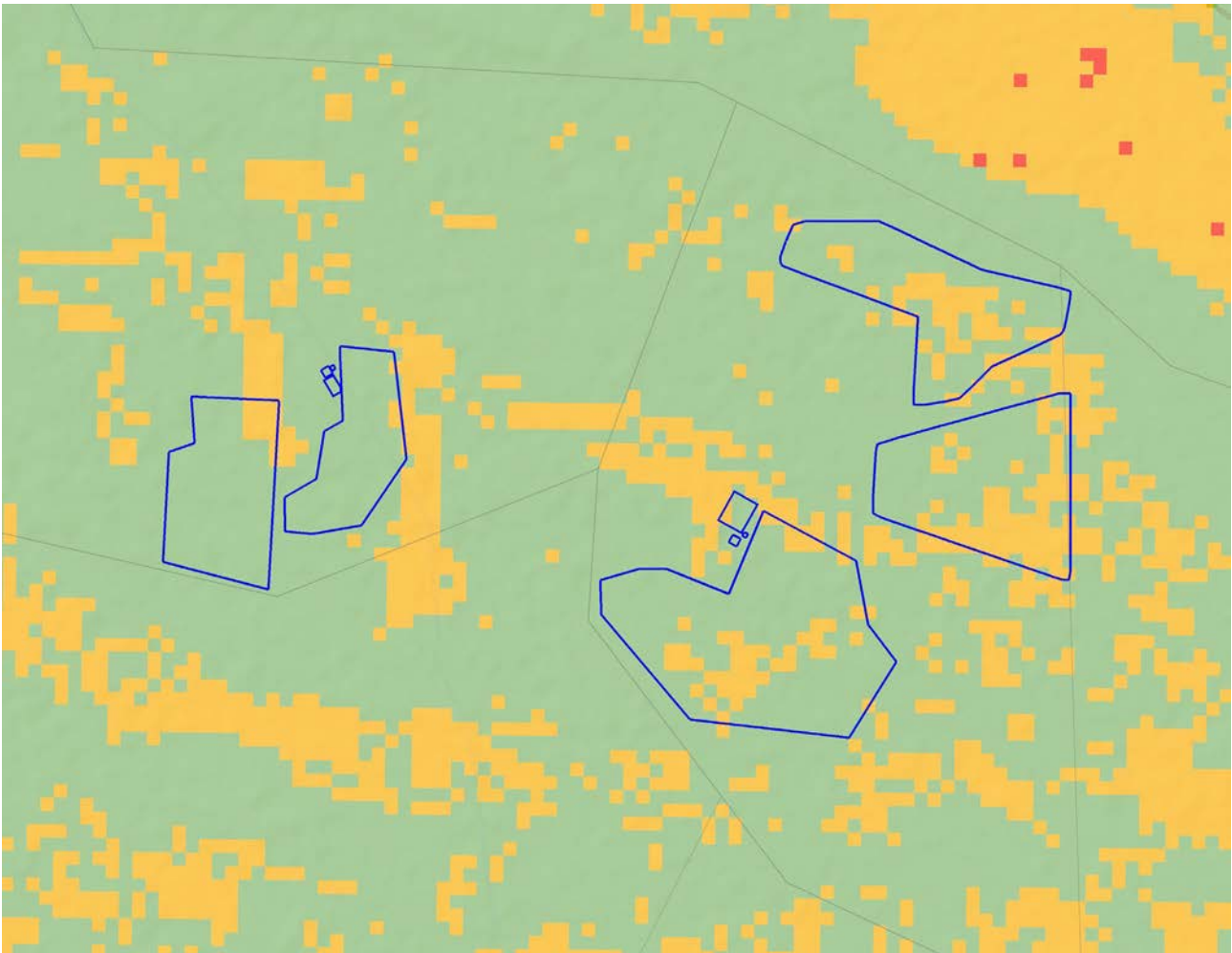


Figure 2. The assessed sites for the PV facilities overlaid on agricultural sensitivity, as given by the screening tool (green = low; yellow = medium; red = high).

None of the infrastructure is on land that is classified as cropland and agricultural sensitivity is therefore purely a function of land capability. The classified land capability of the sites is predominantly 5, but does range from 4 to 8. The small scale differences in the modelled land capability across the project area are not very accurate or significant at this scale and are more a function of how the data is generated by modelling, than actual meaningful differences in agricultural potential on the ground. Values of 1 to 5 translate to a low agricultural sensitivity and values of 6 to 8 translate to a medium agricultural sensitivity, although there is little real difference between low and medium agricultural sensitivity on the ground.

The low to medium agricultural sensitivity of the site, as identified by the screening tool, is confirmed by this assessment. The motivation for confirming the sensitivity is predominantly that the climate data (low rainfall of between 190 and 212 mm per annum and high evaporation of approximately 1,470 mm per annum) proves the area to be arid and therefore of limited land capability. Moisture availability is completely insufficient for viable rainfed crop production. In

addition, the land type data shows the dominant soils to be shallow on underlying rock and hardpan carbonate. A low to medium agricultural sensitivity is entirely appropriate for the site, which is unsuitable for crop production.

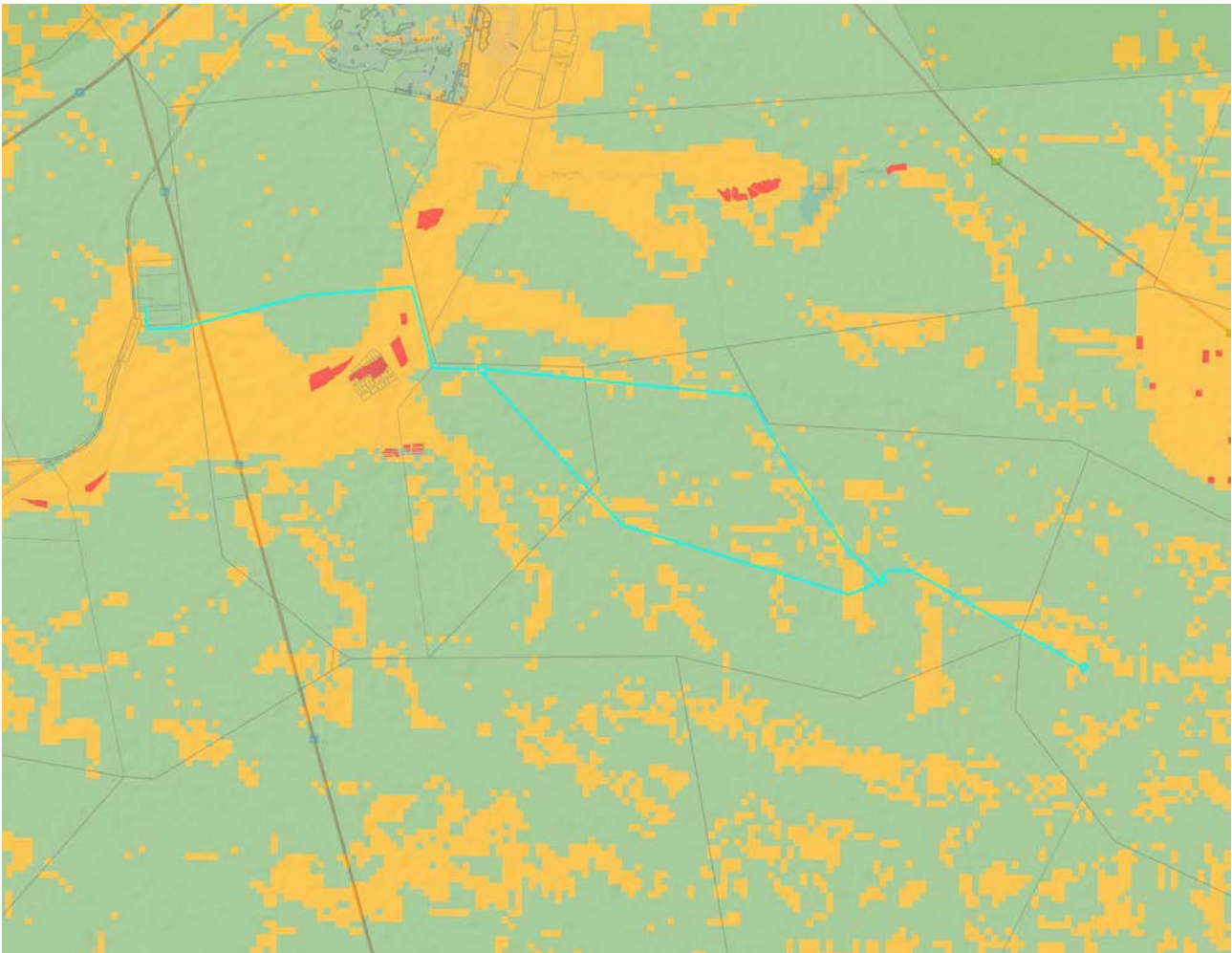


Figure 3. The assessed sites for the grid infrastructure overlaid on agricultural sensitivity, as given by the screening tool (green = low; yellow = medium; red = high).

A land capability value of greater than or equal to 8 should indicate viability for crop production. However, moisture availability of the sites is totally insufficient for crop production without irrigation and therefore a land capability value of higher than 7 is not justified for the site.

This site sensitivity verification verifies the entire site as being of low to medium agricultural sensitivity, with a land capability of predominantly 5. The required level of agricultural assessment is therefore confirmed as an Agricultural Compliance Statement.

8 BASELINE DESCRIPTION OF THE AGRO-ECOSYSTEM

The purpose of this section of the report is to present the baseline information that controls the agricultural production potential of the site.

The arid climate (low rainfall of between 190 and 212 mm per annum and high evaporation of approximately 1,470 mm per annum (Schulze, 2009)) is the limiting factor for land capability, regardless of the soil capability and terrain. Moisture availability is very limiting to any kind of agricultural production. Moisture availability is insufficient for crop production without irrigation and the potential agricultural land use of the site is therefore limited to grazing. The land has a low long-term grazing capacity of 36 hectares per large stock unit. Because climate is the limiting factor that controls production potential, it is the only aspect of the agro-ecosystem description that is required for assessing the agricultural impact of this development. All other agricultural potential parameters become irrelevant under the dominant limitation of aridity.

9 ASSESSMENT OF AGRICULTURAL IMPACT

9.1 What constitutes an agricultural impact?

An agricultural impact is a temporary or permanent change to the future production potential of land. The significance of the agricultural impact is directly proportional to the extent of the change in production potential. If a development will not change the future production potential of the land, then there is no agricultural impact. A decrease in future production potential is a negative impact and an increase is a positive impact.

9.2 The significance of agricultural impact and the factors that determine it

When the agricultural impact of a development involves the permanent or long-term non-agricultural use of potential agricultural land, as it does in this case, the focus and defining question of the agricultural impact assessment is:

Does the loss of future agricultural production potential that will result from this development, justify keeping the land solely for potential agricultural production and therefore not approving the development?

If the loss is small, then it is unlikely to justify non approval. If the loss is big, then it is likely to justify it.

The extent of the loss is a direct function of two things, firstly the amount of land that will be lost and secondly, the production potential of the land that will be lost. The land's production potential

must be evaluated on a scale of land capability (which equates to production potential) that is applicable across the country, because the need is to conserve the higher potential land in the country, not the lower potential land. If the land capability is below a certain threshold, then its loss as agricultural production land may be justified, depending on the importance and value of the proposed non-agricultural land use that will replace it. That threshold is determined by the scarcity of arable crop production land in South Africa and the relative abundance of land that is only good enough to be used for grazing. If land is of sufficient land capability to support viable and sustainable crop production, then it is considered to be above the threshold for being conserved as agricultural production land. If land is not of sufficient land capability to support viable and sustainable crop production, then it is considered to be below the threshold and its loss as agricultural production land may be justified. When the replacing land use is something that has high national importance and benefit, such as renewable energy development, the use of agricultural land that is below the threshold is considered to be justified.

Another aspect to consider is the scale at which the significance of the agricultural impact is assessed. The change in production potential of a farm or significant part of a farm is likely to be highly significant at the scale of that farm, but may be much less so at larger scales. This assessment considers a regional and national scale to be the most appropriate one for assessing the significance of the loss of agricultural production potential because, as has been discussed above, the purpose is to ensure the conservation of agricultural land required for national food security.

9.3 Impact identification and discussion

There is ultimately only ever a single agricultural impact of a development and that is a change to the future agricultural production potential of the land. This impact occurs by way of different mechanisms some of which lead to a decrease in production potential and some of which lead to an increase. It is the net sum of positive and negative effects that determines the overall agricultural impact.

Two direct mechanisms have been identified that lead to decreased agricultural potential by:

- 1. occupation of land** - Agricultural land directly occupied by the development infrastructure will become restricted for agricultural use, with consequent potential loss of agricultural productivity for the duration of the project lifetime.
- 2. soil erosion and degradation** – Erosion can occur as a result of the alteration of the land surface run-off characteristics, predominantly through the establishment of hard surface areas including roads. Soil erosion is completely preventable. The stormwater management that will be an inherent part of the engineering on site and standard, best-practice erosion control measures recommended and included in the Environmental Management

Programme (EMPr), are likely to be effective in preventing soil erosion. Loss of topsoil can result from poor topsoil management during construction related excavations.

One indirect mechanism has been identified that could lead to increased agricultural potential through:

1. **increased financial security for farming operations** – Reliable and predictable income will be generated by the farming enterprises through the lease of the land to the energy facilities. This is likely to increase their cash flow and financial security and could improve farming operations and productivity through increased investment into farming.

Considering what is detailed in Section 9.2 above, the extent to which any of these mechanisms is likely to actually affect levels of agricultural production is small and the overall impact of a change in agricultural production potential is therefore small and acceptable.

The proposed overhead power lines have negligible agricultural impact, regardless of their route and design and the agricultural potential of the land they traverse. All agricultural activities can continue completely unhindered underneath the power lines. This is because their direct, permanent, physical footprint that has any potential to interfere with agriculture (pylon bases and servitude track, where it is needed), is insignificantly small. There will therefore be no reduction in future agricultural production potential underneath the power lines. The only potential source of impact of the power lines is minimal disturbance to the land (erosion and topsoil loss) during construction (and decommissioning). This impact can be completely mitigated with standard, generic mitigation measures that are included in the EMPr.

9.4 Cumulative impacts

The cumulative impact of a development is the impact that development will have when its impact is added to the incremental impacts of other past, present, or reasonably foreseeable future activities that will affect the same environment. It is important to note that the cumulative impact assessment for a particular project, like what is being done here, is not the same as an assessment of the impact of all surrounding projects. The cumulative assessment for this project is an assessment only of the impacts associated with this project, but seen in the context of all surrounding impacts. It is concerned with this project's contribution to the overall impact, within the context of the overall impact, but it is not simply the overall impact itself.

The most important concept related to a cumulative impact is that of an acceptable level of change to an environment. A cumulative impact only becomes relevant when the impact of the proposed development will lead directly to the sum of impacts of all developments causing an acceptable level of change to be exceeded in the surrounding area. If the impact of the development being

assessed does not cause that level to be exceeded, then the cumulative impact associated with that development is not significant.

The potential cumulative agricultural impact of importance is a regional loss (including by degradation) of future agricultural production potential. The defining question for assessing the cumulative agricultural impact is this:

What loss of future agricultural production potential is acceptable in the area, and will the loss associated with the proposed development, when considered in the context of all past, present or reasonably foreseeable future impacts, cause that level in the area to be exceeded?

The Department Forestry, Fisheries and the Environment (DFFE) requires compliance with a specified methodology for the assessment of cumulative impacts. This is positive in that it ensures engagement with the important issue of cumulative impacts. However, the required compliance has some limitations and can, in the opinion of the author, result in an over-focus on methodological compliance, while missing the more important task of effectively answering the above defining question.

DFFE compliance for this project requires considering all renewable energy applications within a 35 km radius. There are a total of 8 renewable energy project applications within 35km of the proposed site. These are listed in Appendix 3.

All of these projects have the same agricultural impacts in an almost identical agricultural environment, and therefore the same mitigation measures apply to all.

In quantifying the cumulative impact, the area of land taken out of grazing as a result of all the renewable energy developments within 35 km (total generation capacity of 1234 MW) will amount to a total of approximately 1668 hectares. This is calculated using the industry standards of 2.5 and 0.3 hectares per megawatt for solar and wind energy generation respectively, as per the Department of Environmental Affairs (DEA) Phase 1 Wind and Solar Strategic Environmental Assessment (SEA) (2015). As a proportion of the total area within a 35km radius (approximately 384,800 ha), this amounts to 0.43% of the surface area. That is within an acceptable limit in terms of loss of low potential agricultural land which is only suitable for grazing and of which there is no scarcity in the country. This is particularly so when considered within the context of the following point.

In order for South Africa to develop the renewable energy generation that it urgently needs, agriculturally zoned land will need to be used for renewable energy generation. It is far more preferable to incur a cumulative loss of lower potential agricultural land in a region which has been

designated as a REDZ, than to lose agricultural land that has a higher potential, and that is much scarcer, to renewable energy development elsewhere in the country.

It should also be noted that there are few land uses, other than renewable energy, that are competing for agricultural land use in this area. The cumulative impact from developments, other than renewable energy, is therefore likely to be very low.

As discussed above, the risk of a loss of agricultural potential by soil degradation can effectively be mitigated for renewable energy developments and the cumulative risk is therefore low.

Because of the negligible agricultural impact of grid connection infrastructure, its cumulative impact cannot exceed acceptable levels of change in terms of agricultural land loss, no matter how much grid infrastructure exists. The cumulative impact of the grid infrastructure is therefore assessed as negligible.

Due to all of the considerations discussed above, the cumulative impact of loss of future agricultural production potential will be of low significance and will not have an unacceptable negative impact on the agricultural production capability of the area. The proposed development is therefore acceptable in terms of cumulative impact, and it is therefore recommended that it be approved.

9.5 Impacts of the no-go alternative

The no-go alternative considers impacts that will occur to the agricultural environment in the absence of the proposed development. The one identified potential impact is that due to irregular rainfall in the area, which is likely to be exacerbated by climate change, agriculture in the area will come under increased pressure in terms of economic viability.

The development offers an alternative income source to agriculture, but it restricts agricultural use of the site. Therefore, even though the excluded land has low agricultural production potential, the negative agricultural impact of the development is more significant than that of the no-go alternative, and so, purely from an agricultural impact perspective, the no-go alternative is the preferred alternative between the development and the no-go.

However, the no-go option would prevent the proposed development from contributing to the environmental, social and economic benefits associated with the development of renewable energy in South Africa.

9.6 Comparative assessment of alternatives

Due to the low agricultural sensitivity of the site, and the effectively uniform agricultural conditions across the site, there will be absolutely no material difference between the agricultural impacts of any of the proposed alternatives. All alternatives are considered acceptable.

9.7 Micro-siting to minimize fragmentation and disturbance of agricultural activities

The agricultural protocol requires confirmation that all reasonable measures have been taken through micro-siting to minimize fragmentation and disturbance of agricultural activities. However, the agricultural uniformity and lack of suitability for crop production of the site, mean that the exact positions of all infrastructure will not make any material difference to agricultural impacts.

9.8 Confirmation of linear activity impact

Confirmation of the linear activity impact is not applicable in this case because the verified low and medium agricultural sensitivity of the site determines that an Agricultural Compliance Statement suffices, anyway, even for non-linear activities.

9.9 Impact footprint

The agricultural protocol stipulates allowable development limits for renewable energy developments of > 20 MW. Allowable development limits refer to the area of a particular agricultural sensitivity category that can be directly impacted (i.e. taken up by the physical footprint) by a renewable energy development. The agricultural footprint is defined in the protocol as the area that is directly occupied by all infrastructures, including roads, hard standing areas, buildings etc., that are associated with the renewable energy facility during its operational phase, and that result in the exclusion of that land from potential cultivation or grazing. It excludes all areas that were already occupied by roads and other infrastructure prior to the establishment of the energy facility but includes the surface area required for expanding existing infrastructure (e.g. widening existing roads). It therefore represents the total land that is actually excluded from agricultural use as a result of the renewable energy facility.

The allowable development limit on land of less than high agricultural sensitivity and with a land capability of less than 8, as this site has been verified to be, is 2.5 ha per MW. This would allow a 250 MW facility to occupy 625 hectares. This facility occupies a total of 591 hectares. It is therefore confirmed that the development footprint is in line with the allowable development limits contained in the agricultural protocol.

9.10 The 10% rule

The so-called 10% rule that has been used by DALRRD is not considered to be useful or constructive for assessing the agricultural approval of this project. In this agricultural environment, the rule is likely to simply hinder solar energy development without serving any benefit to agriculture. The argument against using the rule is detailed below.

In order to limit the potential threat that solar energy development in rural areas could pose to agricultural production and to the agricultural economy of those rural areas, DALRRD created the so-called 10% rule to inform the decision of whether a solar energy development on agricultural land should be approved or not. This rule states that a solar energy facility may not utilise more than 10% of the surface area of a farm. Its aim was to ensure that each farm unit remained predominantly agricultural rather than certain farms abandoning agricultural production in favour of renewable energy generation.

The rule was established when solar energy development was new and unknown. However, it is now evident that solar energy development is less of a threat to agricultural production and the agricultural economy than it was initially feared that it might be. Solar energy development has demonstrated benefits for agriculture and has the potential to be integrated into the rural agricultural economy. It is a source of much needed income into rural areas. The 10% rule is now considered unnecessary and impractical. It is likely to simply hinder solar energy development without serving any benefit to agriculture. It is far more constructive and effective to focus on integrating renewable energy with agricultural production in a way that provides benefits to agriculture and focuses on minimising loss of future agricultural production potential. This can be done by using only the production potential of land as the deciding factor for solar energy approval.

The problem with the 10% rule and only utilising up to 10% of each farm, is that it forces solar facilities to be spread across the landscape in a way that is impractical and financially non-viable and creates a much larger environmental footprint in the landscape. Furthermore, it does not actually make any difference to the loss of agricultural production potential or to the impact on the agricultural economy of the area.

It is important to recognise that there is no real need to limit the amount of land occupied by solar energy facilities. Solar energy will never occupy more than a tiny proportion of the land, anyway. The total extent of South Africa's intended solar development for the foreseeable future was calculated to only occupy 0.4% of the surface area of the 8 original renewable energy development zones (REDZ). This was if all the country's solar development was located only in those 8 REDZ, which it is not. An additional 2 REDZ have been proclaimed since then and much of the country's solar development is occurring outside the REDZ. This means that for the foreseeable future, solar

energy will only ever occupy much less than 0.4% of land in an area. If it will only ever occupy such a small proportion of the land, anyway, it cannot replace agriculture in the rural economy and it serves no purpose to limit solar facilities to 10% of each farm. From an agricultural production and food security point of view there is only a need to preserve scarce arable land for crop production and therefore to limit solar development to land that is of insufficient land capability to support viable crop production.

9.11 Mitigation measures

Mitigation measures to prevent soil degradation are all inherent in the project design and / or are standard, best-practice for construction sites.

- A system of stormwater management, which will prevent erosion, will be an inherent part of the engineering on site. Any occurrences of erosion must be attended to immediately and the integrity of the erosion control system at that point must be amended to prevent further erosion from occurring there.
- Any excavations done during the construction phase, in areas that will be re-vegetated at the end of the construction phase, must separate the upper 30 cm of topsoil from the rest of the excavation spoils and store it in a separate stockpile. When the excavation is back-filled, the topsoil must be back-filled last, so that it is at the surface. Topsoil should only be stripped in areas that are excavated. Across the majority of the site, including construction laydown areas, it will be much more effective for rehabilitation, to retain the topsoil in place. If levelling requires significant cutting, topsoil should be temporarily stockpiled and then re-spread after cutting, so that there is a covering of topsoil over the entire cut surface. It will be advantageous to have topsoil and vegetation cover below the panels during the operational phase to control dust and erosion.

9.12 Impact assessment

An Agricultural Compliance Statement is not required to formally rate agricultural impacts. It is only required to indicate whether or not the proposed development will have an unacceptable impact on the agricultural production capability of the site.

Nevertheless, it is hereby confirmed that the agricultural impact of the proposed PV development is assessed as being of low significance, predominantly because of the low agricultural production potential of the site, and the impact is therefore acceptable. The agricultural impact of the proposed grid connection is assessed as being of negligible significance.

10 CONCLUSIONS

The site has low agricultural potential and no dryland cropping potential predominantly because of aridity constraints but also because of soil constraints. As a result of the constraints, agricultural production is limited to low density grazing. The land across the site is verified in this assessment as being of low to medium agricultural sensitivity.

Two potential mechanisms of negative agricultural impact were identified, occupation of agricultural land and land degradation. One potential mechanism of positive agricultural impact was identified as increased financial security for farming operations.

All mechanisms are likely to lead to low impact on the agricultural production potential and the agricultural impact is therefore assessed as having low significance.

The conclusion of this assessment is that the agricultural impact of the proposed development is acceptable because:

- it will occupy land that is of very limited land capability, which is insufficient for crop production. There is not a scarcity of such agricultural land in South Africa and its conservation for agricultural production is not therefore a priority.
- The amount of agricultural land use by the development is within the allowable development limits prescribed by the agricultural protocol. These limits reflect the national need to conserve valuable agricultural land and therefore to steer, particularly renewable energy developments, onto land with low agricultural production potential.
- The proposed development is within a REDZ, which is an area that has specifically been designated within South Africa for the prioritisation of renewable energy development. The designation of the REDZ has taken into account the country's need to balance renewable energy development against the conservation of land required for agricultural production and national food security.
- The PV panels will not necessarily totally exclude agricultural production. The area can still be used to graze sheep that will, in addition, be protected against stock theft within the security area of the facility.
- All renewable energy development in South Africa decreases the need for coal power and thereby contributes to reducing the large agricultural impact that open cast coal mining has on highly productive agricultural land throughout the coal mining areas of the country.

From an agricultural impact point of view, it is recommended that the development be approved.

The conclusion of this assessment on the acceptability of the proposed development and the

recommendation for its approval is not subject to any conditions, other than recommended mitigation.

11 REFERENCES

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Soil Classification Working Group. 1991. Soil classification: a taxonomic system for South Africa. Soil and Irrigation Research Institute, Department of Agricultural Development, Pretoria.

APPENDIX 1: SPECIALIST CURRICULUM VITAE

Johann Lanz Curriculum Vitae

Education

M.Sc. (Environmental Geochemistry)	University of Cape Town	1996 - 1997
B.Sc. Agriculture (Soil Science, Chemistry)	University of Stellenbosch	1992 - 1995
BA (English, Environmental & Geographical Science)	University of Cape Town	1989 - 1991
Matric Exemption	Wynberg Boy's High School	1983

Professional work experience

I have been registered as a Professional Natural Scientist (Pri.Sci.Nat.) in the field of soil science since 2012 (registration number 400268/12) and am a member of the Soil Science Society of South Africa.

Soil & Agricultural Consulting Self employed 2002 - present

Within the past 5 years of running my soil and agricultural consulting business, I have completed more than 170 agricultural assessments (EIAs, SEAs, EMPRs) in all 9 provinces for renewable energy, mining, electrical grid infrastructure, urban, and agricultural developments. I was the appointed agricultural specialist for the nation-wide SEAs for wind and solar PV developments, electrical grid infrastructure, and gas pipelines. My regular clients include: Zutari; CSIR; SiVEST; SLR; WSP; Arcus; SRK; Environamics; Royal Haskoning DHV; ABO; Enertrag; WKN-Windcurrent; JG Afrika; Mainstream; Redcap; G7; Mulilo; and Tiptrans. Recent agricultural clients for soil resource evaluations and mapping include Cederberg Wines; Western Cape Department of Agriculture; Vogelfontein Citrus; De Grendel Estate; Zewenwacht Wine Estate; and Goedgedacht Olives. In 2018 I completed a ground-breaking case study that measured the agricultural impact of existing wind farms in the Eastern Cape.

Soil Science Consultant Agricultural Consultors International (Tinie du Preez) 1998 - 2001

Responsible for providing all aspects of a soil science technical consulting service directly to clients in the wine, fruit and environmental industries all over South Africa, and in Chile, South America.

Contracting Soil Scientist De Beers Namaqualand Mines July 1997 - Jan 1998

Completed a contract to advise soil rehabilitation and re-vegetation of mined areas.

Publications

- Lanz, J. 2012. Soil health: sustaining Stellenbosch's roots. In: M Swilling, B Sebitosi & R Loots (eds). *Sustainable Stellenbosch: opening dialogues*. Stellenbosch: SunMedia.
- Lanz, J. 2010. Soil health indicators: physical and chemical. *South African Fruit Journal*, April / May 2010 issue.
- Lanz, J. 2009. Soil health constraints. *South African Fruit Journal*, August / September 2009 issue.
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- Lanz, J. 2005. Special Report: Soils and wine quality. *Wineland Magazine*.

I am a reviewing scientist for the *South African Journal of Plant and Soil*.



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

APPENDIX 2: DETAILS OF THE SPECIALIST, DECLARATION OF INTEREST AND UNDERTAKING UNDER OATH

(For official use only)

File Reference Number:

NEAS Reference Number:

Date Received:

DEA/EIA/

Application for authorisation in terms of the National Environmental Management Act, Act No. 107 of 1998, as amended and the Environmental Impact Assessment (EIA) Regulations, 2014, as amended (the Regulations)

PROJECT TITLE

THE PROPOSED BEAUFORT WEST SOLAR RENEWABLE ENERGY FACILITY AND ASSOCIATED GRID CONNECTION INFRASTRUCTURE NEAR BEAUFORT WEST, WESTERN CAPE PROVINCE

Kindly note the following:

- This form must always be used for applications that must be subjected to Basic Assessment or Scoping & Environmental Impact Reporting where this Department is the Competent Authority.
- This form is current as of 01 September 2018. It is the responsibility of the Applicant / Environmental Assessment Practitioner (EAP) to ascertain whether subsequent versions of the form have been published or produced by the Competent Authority. The latest available Departmental templates are available at <https://www.environment.gov.za/documents/forms>.
- A copy of this form containing original signatures must be appended to all Draft and Final Reports submitted to the department for consideration.
- All documentation delivered to the physical address contained in this form must be delivered during the official Departmental Officer Hours which is visible on the Departmental gate.
- All EIA related documents (includes application forms, reports or any EIA related submissions) that are faxed; emailed; delivered to Security or placed in the Departmental Tender Box will not be accepted, only hardcopy submissions are accepted.

Departmental Details

Postal address: Department of Environmental Affairs, Attention: Chief Director: Integrated Environmental Authorisations, Private Bag X447, Pretoria, 0001

Physical address: Department of Environmental Affairs, Attention: Chief Director: Integrated Environmental Authorisations, Environment House, 473 Steve Biko Road, Arcadia

Queries must be directed to the Directorate: Coordination, Strategic Planning and Support at:
Email: EIAAdmin@environment.gov.za

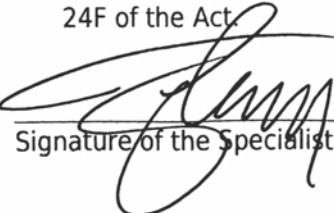
SPECIALIST INFORMATION

Specialist Company Name:	Johann Lanz – Soil Scientist		
B-BBEE	Contribution level (indicate 1 to 8 or non-compliant)	4	Percentage Procurement recognition
			100%
Specialist name:	Johann Lanz		
Specialist Qualifications:	M.Sc. (Environmental Geochemistry)		
Professional affiliation/registration:	Registered Professional Natural Scientist (Pr.Sci.Nat.) Reg. no. 400268/12 Member of the Soil Science Society of South Africa		
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Postal address:	1a Wolfe Street, Wynberg, Cape Town, 7800		
Postal code:	7800	Cell:	082 927 9018
Telephone:	082 927 9018	Fax:	Who still uses a fax? I don't
E-mail:	johann@johannlanz.co.za		

2. DECLARATION BY THE SPECIALIST

I, **Johann Lanz**, declare that -

- I act as the independent specialist in this application;
- I will perform the work relating to the application in an objective manner, even if this results in views and findings that are not favourable to the applicant;
- I declare that there are no circumstances that may compromise my objectivity in performing such work;
- I have expertise in conducting the specialist report relevant to this application, including knowledge of the Act, Regulations and any guidelines that have relevance to the proposed activity;
- I will comply with the Act, Regulations and all other applicable legislation;
- I have no, and will not engage in, conflicting interests in the undertaking of the activity;
- I undertake to disclose to the applicant and the competent authority all material information in my possession that reasonably has or may have the potential of influencing - any decision to be taken with respect to the application by the competent authority; and - the objectivity of any report, plan or document to be prepared by myself for submission to the competent authority;
- all the particulars furnished by me in this form are true and correct; and
- I realise that a false declaration is an offence in terms of regulation 48 and is punishable in terms of section 24F of the Act.


Signature of the Specialist

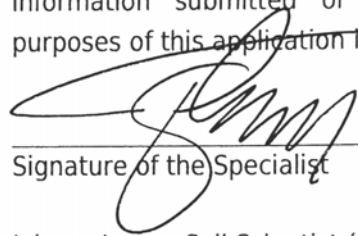
Johann Lanz - Soil Scientist (sole proprietor)

Name of Company:

5 September 2022
Date

3. UNDERTAKING UNDER OATH/ AFFIRMATION

I, **Johann Lanz**, swear under oath / affirm that all the information submitted or to be submitted for the purposes of this application is true and correct.


Signature of the Specialist

Johann Lanz - Soil Scientist (sole proprietor)

Name of Company

5 September 2022
Date


Signature of the Commissioner of Oaths

Signature of the Commissioner of Oaths

2022-09-05
Date



APPENDIX 3: PROJECTS INCLUDED IN CUMULATIVE ASSESSMENT

Table 1: Table of all renewable energy applications within a 35 km radius of the proposed development, that were included in the cumulative impact assessment.


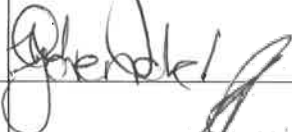

Project	DEA Reference No	Technology	Capacity	Land parcel area km ²	Status of Application / Development
Beaufort West Solar Renewable Energy Facility		Solar	250 MW		
Proposed 75MW Beaufort West Photovoltaic (PV) Project	14/12/16/3/3/1/2332	Solar	75 MW	17.06	Approved
Proposed Beaufort West Photovoltaic Park	12/12/20/2286/AM4	Solar	85 MW	5.14	Approved
Proposed Beaufort West Solar power plant site 3	14/12/16/3/3/2/774	Solar	90 MW	25.30	Approved
Proposed Establishment of the Beaufort West Solar Power Plant Site 2	14/12/16/3/3/2/773	Solar	90 MW	7.33	Approved
Proposed Jessa M Wind Energy Facility	14/12/16/3/3/1/2494	Wind	220MW	31	In process
Proposed Jessa S Wind Energy Facility	14/12/16/3/3/1/2497	Wind	203.5MW	25.6	In process
Proposed Jessa Z Wind Energy Facility	14/12/16/3/3/1/2496	Wind	220MW	39.7	In process
Total Solar			590		
Total Wind			643.5		
Total			1233.5		

Annexure I: Attendance Register, Pre-application Minutes and T1 Form



**ATTENDANCE REGISTER
PRE-APPLICATION MEETING:
APPLICATION FOR CONSENT USE ON
PORTION 3 OF THE FARM STEENROTSFONTEIN NO.18
REMAINDER OF THE FARM OUDE VOLKSKRAAL NO.164 &
REMAINDER OF THE FARM QUAGGASFONTEIN NO. 166**

18 OCTOBER 2023

NAME AND SURNAME	OFFICIAL/APPLICANT	SIGNATURE
Mr C.B.Wright	AURTHORIZED OFFICIAL	
Ms M.Govender	PERSONAL ASSISTANT	
Ms R.Ramsaru	APPLICANT/ ON BEHALF OF APPLICANT	



BEAUFORT-WES/BEAUFORT WEST/BHOBHOFOLO

Directorate: Infrastructure Services / Direktooraat: Infrastruktuur Dienste

ICandelo: iInkonzo zeZiseko zoPhuhliso

Rig asseblief alle korrespondensie aan die Munisipale Bestuurder/Kindly address all correspondence to the Municipal Manager/Yonke imbalelwano mayithunyelwe kuMlawuli kaMasipala

Verwysing

Reference 12/3/2
Isalathiso

Navrae

Enquiries C.B.Wright
Imibuzo

Datum

Date 18 October 2023
Uhmla

Privaatsak/Private Bag 582

Faks/Fax 023-4151373

Tel 023-4148194

E-pos / E-mail admin@beaufortwestmun.co.za

Donkinstraat 112 Donkin Street

**BEAUFORT-WES
BEAUFORT WEST
BOBHOFOL
6970**

PRE-APPLICATION INPUT: BEAUFORT WEST SOLAR RENEWABLE ENERGY FACILITY: BEAUFORT WEST MUNICIPAL AREA

1. BACKGROUND AND PURPOSE

- 1.1. The submitted application relates to the following properties:
 - a) Portion 3 of the Farm Steenrotsfontein No. 168,
 - b) Remainder of the Farm Oude Volks Kraal No. 164, and
 - c) Remainder of the Farm Quaggasfontein No. 166
- 1.2. The purpose of the pre-application input is to ensure that the application is correct and complete and not to assess the merit of the application.

2. APPLICATION

- 2.1. Application is made for a **Consent Use** : Renewable Energy Structure (Solar PV Plants) on three properties, ito. Section 15(2)(0) and 19(1) of the By-Law on Municipal Land Use Planning for Beaufort West Municipality, 2019,

3. LOCUS STANDI

- 3.1. The Title Deed (T3321/2005) for the application properties, contain two endorsements of apparent active bonds, still applicable to the properties, viz. B3923/2005 to the value of R900 000 (page 1) and B9902/2010 to the value of R248 000 (page 5).
- 3.2. The conveyancing certificates for the application properties do not make reference to these bonds.
- 3.3. The application will need to either include confirmation by the bond originators that these bonds have been cancelled, or a bond holder's consent to confirm that the bond originators are aware of and support the current land use application.

AS1 KAN ONS. AS1 SAL ONS

AS1 WE CAN. AS1 WE WILL

SIBANYE SINAKO. SIBANYE SIZA KWENZA

4. AGRICULTURE

- 4.1. More information would need to be provided regarding the historical agricultural practices, specifically on the portions where the Solar PV Facilities are proposed. The reason being, that a land development that utilises an area of five hectares or more of agricultural land that has been cultivated or irrigated during the 10-year period immediately preceding the proposed land development that involves urban development, will trigger a provincial land use application in terms of section 53 of LUPA (Land Use Planning Act, Act 3 of 2014, read together with section 10 of the LUPA regulations). On face value the proposed development does not appear to require a provincial land use application, however it must be verified in the application. It is noted in the application that the land is currently not used for the purpose of agriculture activities. The motivation letter must include the possibility of agricultural activities on the property if the Solar Pv Facility is constructed.

5. SITE DEVELOPMENT PLAN

- 5.1. The application, including the site development plan should clearly illustrate compliance with all the development parameters relating to “renewable energy structure” as contained within Schedule 2 of the Beaufort West Municipal Standards Zoning Scheme By-law, 2020.
- 5.2. Apart from the requirements, referenced above, the following should also be addressed on the current Site Development Plan which was attached as Annexure F within the draft application:
- d) Map 3 (page 8) of the application states that there is an envisaged “Eskom Steenrots Switching Stations” which will occupy 1 ha of the Portion 3 of the Farm Steenrotsfontain No. 168. The Site Development Plan does not illustrate the locality of the said switching station, nor does it illustrate how this connects / is associated to the PV Plants located on the remaining two application properties.
 - e) There is an apparent misalignment of the line illustrating the Project site and the cadastral boundaries on Ptn 3 of Farm Steenrotsfontain No 168.
 - f) The proposed PV plant areas, illustrated on the Remainder of Farm Oude Volks Kraal No 164, appears to extend beyond the cadastral boundaries of the property.
- 5.3. Although the Site Development Plan (included within the application) may be considered as a general illustration of the intended development, the municipality will only be in a position to determine the final elements which should be incorporated within the Site Development Plan (as contemplated in Section 23(2) of Beaufort West Municipal Standard Zoning Scheme By-Law, 2020), after its assessment of the application.
- 5.4. In terms of Section 23(5) of the Beaufort West Municipal Standard Zoning Scheme By-Law, 2020, the detailed Site development plan, complying with such measures as may be required by the municipality (ito. Section 23(2)), will need to be submitted to- and approved by the municipality prior to commencement of any development on the relevant land unit.

6. PUBLIC PARTICIPATION

6.1. During the public participation process, comments must be requested from the following (in addition to the comments already included within the application):

- a) Department of Agriculture: Western Cape,
- b) South African National Roads Agency,
- c) Western Cape Department of Transport and Public Works (DT&PW),
- d) Department of Environmental Affairs and Development Planning, specifically provincial planning comment in terms of Section 45 of LUPA, and
- e) Civil Aviation Authority.

The costs for the application are as follows:

• Consent Use fee	R 2 318.22
• Advertising costs for public participation	R 3 099.44
• Advertising costs in the Provincial Gazette	R 1 550.78
• The total cost for the application	<u>R 6 968.44</u>

Beaufort - West Bank Details:

Bank : Nedbank
Account Holder : Beaufort West Municipality
Account Number: 10742 80318
Account Type : Current Account
Branch Code : 198765
Reference : Beaufort West Solar Co 1-3

- A copy of the minutes / letter, proof of payment and all relevant information must be attached to the final application.
- The final application must be submitted to the Senior Manager: Administration: Mr. P.Strumpher.

Address:

Email: petrus@beaufortwestmun.co.za
Donkin Street 112
Mid Town
BEAUFORT WEST
6970

- The final application must be signed by the owner.
- When the final application is submitted, 2 hard copies as well as a complete electronic copy on CD are required.
- Application will then be advertised for a period of 8 weeks for any objections and for Public Participation.
- If there are any objections, the applicant can appeal.
- Applicant can then send his appeal application to the Municipal Manager.

ASI KAN ONS. ASI SAL ONS

ASI WE CAN. ASI WE WILL

SIBANYE SINAKO. SIBANYE SIZA KWENZA

For your attention.


C.B. WRIGHT
AUTHORIZED OFFICIAL
/mg

Y:\Engineering\INGENIEURS\12_Dorpsbeplanning en Beheer\12-3_Dorpsaanlegskema\12-3-2 Vergunningsgebruik_Afwyking\2023\10.Oktobar 2023\Notules\03.Pre-App.Application for consent use. Steenrotsfontein No.168-Oude Volkskraal No.164 and Quaggasfontein NO.166.docx

AS1 KAN ONS. AS1 SAL ONS

AS1 WE CAN. AS1 WE WILL

SIBANYE SINAKO. SIBANYE SIZA KWENZA

List documents provided for discussion at meeting:

(Include document reference, document/plan dates and plan numbers where possible and attach to this form)

TOWN PLANNING MOTIVATION WITH THE FOLLOWING ANNEXURES: ANNEX: POWER OF ATTORNEY, TITLE DEEDS, CONVEYANCERS CERTIFICATE AND LEASE AGREEMENTS ; ANN B: DFFE EA; ANNEX C: DALRRD- CONFIRMATION OF SALA APP; ANNEX D: LOCALITY PLAN; ANNEX F: AGRICULTURAL ASSESSMENT; ANNEX G: EMAIL CONFIRMATION REGARDING ZONING; AND ANNEXURE H: EXTRACT FROM THE ZONING SCHEME BY-LAW

Has pre-application consultation been undertaken for a land development application in terms of section 53 of the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA) and regulation 10 of the Western Cape Land Use Planning Regulations, 2015 (LUP regulations)?

(If yes, request a copy of the minutes)

YES	<input checked="" type="checkbox"/>
-----	-------------------------------------

Comprehensive overview of proposal:

An application is submitted in terms of the provisions of Chapter 2, Section 11 of the Beaufort West Municipal Standard Zoning Scheme By-law (2020) and in terms of section 15(2)(o), and 19(1) of the Beaufort West Municipality: By-law on Municipal Land Use Planning Notice No: 21/2019 for Consent, for the use of the following properties zoned Agricultural Zone I for Renewable Energy Structures and Ancillary uses: -

- Portion 3 of the Farm Steenrotsfontein No. 168;
- Remainder of the Farm Oude Volks Kraal No. 164; and
- Remainder of the Farm Quaggasfontein No. 166

An EIA process has been completed in terms of the provisions of NEMA for the establishment of a Solar PV Farm thereon, under file references: 14/16/12/3/3/1/2672 and 14/16/12/3/3/1/2673.

The Subject Sites are currently Zoned Agricultural Zone I and fall under the Renewable Energy Development Zone (REDZ) and have NO PAA Rating

In terms of the provisions of The Subdivision of Agricultural Land Act 70 of 1970 (SALA), an application was submitted to the DALRRD for Consent from the Minister under File Ref: 2023_07_0127

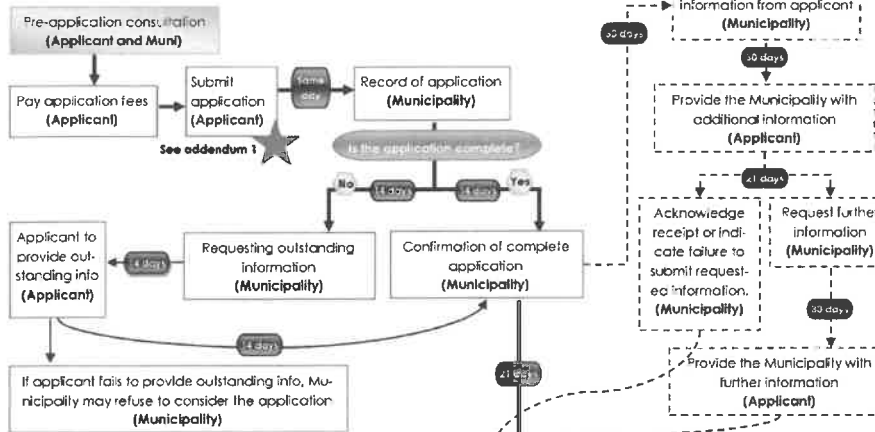
The development proposal proposes the establishment of Renewable Energy Structures Ancillary Uses on the applicant sites, commonly referred to as Solar PV Plants and associated infrastructure.

A TOWN PLANNING MOTIVATION HAS BEEN ALREADY SUBMITTED TO THE BEAUFORT WEST MUNICIPALITY, AND IS ATTACHED FOR FURTHER CONSIDERATION.

PART B: APPLICATION PROCESS

Draft By-Law on Municipal Land Use Planning (Workflow)

SUBMISSION



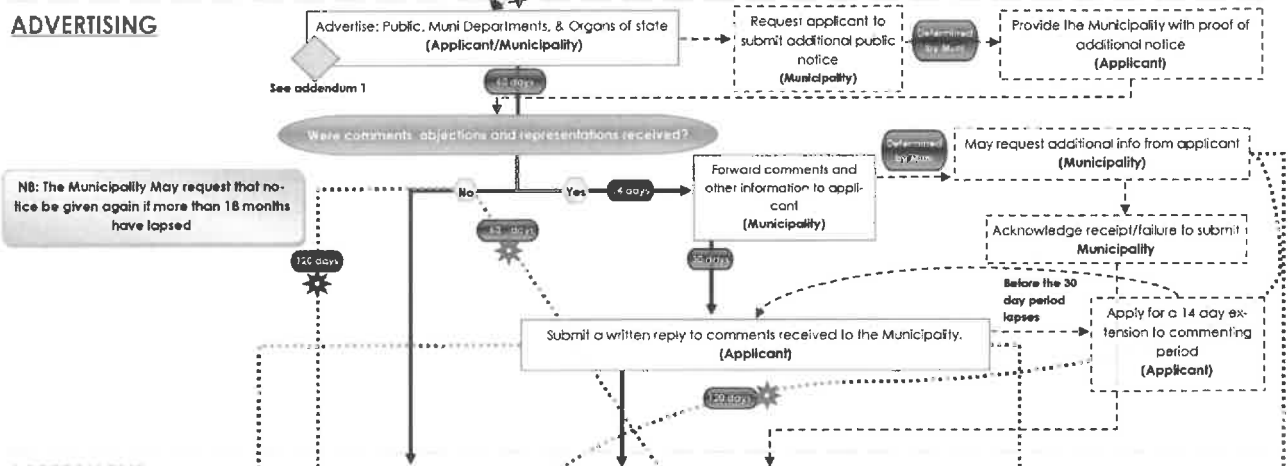
Types of applications that can be submitted in terms of Section 15 (2)

- (a) Rezoning of land
- (b) Permanent departure
- (c) Temporary departure
- (d) Subdivision of land
- (e) Consolidation of land
- (f) Removal, suspension or amendment of restrictive conditions
- (g) Permission required in terms of the zoning scheme
- (h) Amendment, deletion or imposition of condition in respect of an approval
- (i) Extension of validity period of an approval
- (j) Approval of an overlay zone
- (k) An amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram
- (l) Permission required in terms of condition of approval
- (m) Determination of zoning
- (n) Closure of public place or part thereof
- (o) Consent use
- (p) Occasional use
- (q) To disestablishment of a home owner's association
- (r) To rectify a failure of a home owner's association
- (s) Permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part thereof.

Key

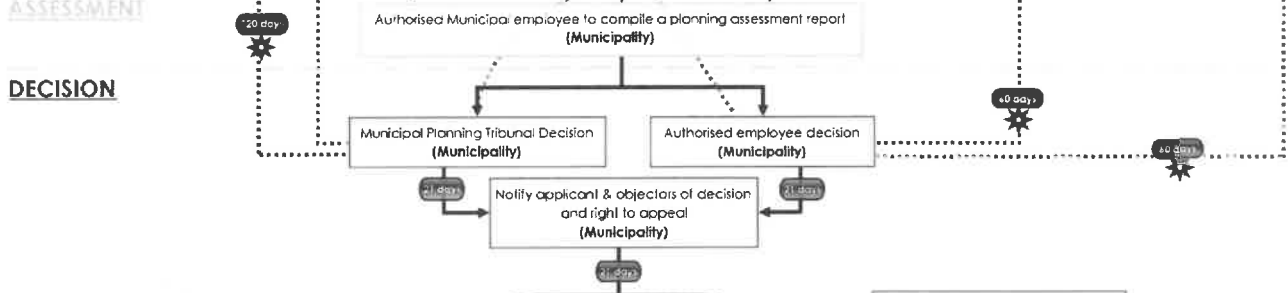
Out of time appeal may be lodged within this time	★
Direction	→
Timeframe	60 days
Additional	---
Questions	?
Answers to questions	□

ADVERTISING



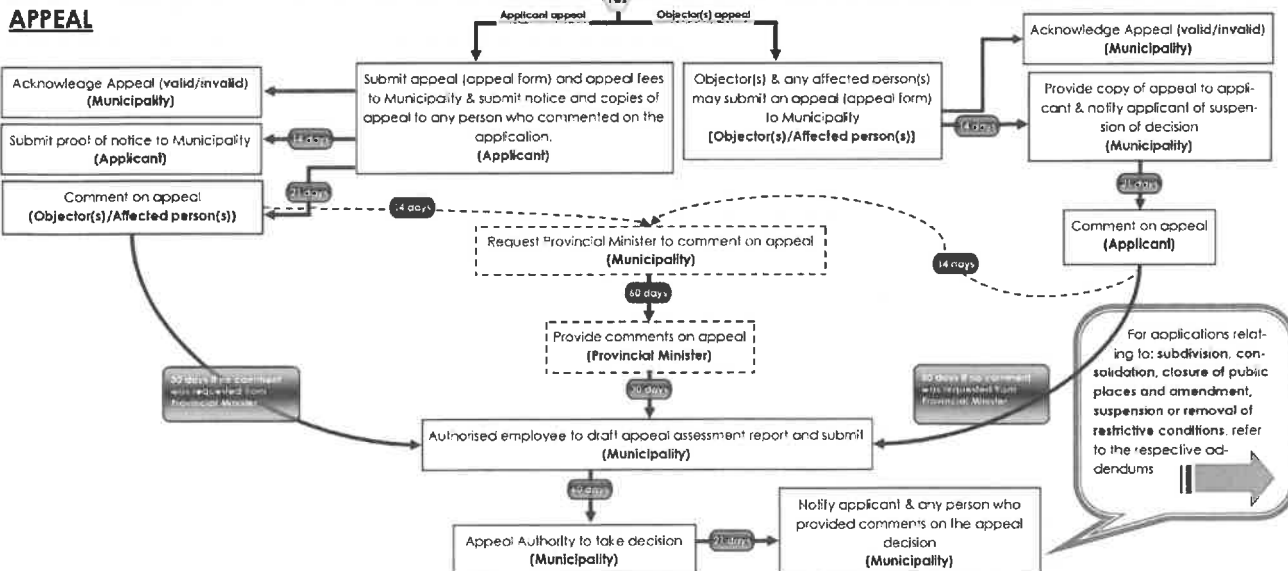
ASSESSMENT

DECISION



APPEAL PROCESS

APPEAL



**SECTION A:
DETERMINATION OF APPLICATION TYPES, PRESCRIBED NOTICE AND FEES**

Tick if relevant	What land use planning applications are required in terms of section 15 of the By-Law on Municipal Land Use Planning for Beaufort West Municipality	Application fees payable
✓	2(a) a rezoning of land;	R
✓	2(b) a permanent departure from the development parameters of the zoning scheme;	R
✓	2(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;	R
✓	2(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;	R
✓	2(e) a consolidation of land that is not exempted in terms of section 24;	R
✓	2(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;	R
✓	2(g) a permission required in terms of the zoning scheme;	R
✓	2(h) an amendment, deletion or imposition of conditions in respect of an existing approval;	R
✓	2(i) an extension of the validity period of an approval;	R
✓	2(j) an approval of an overlay zone as contemplated in the zoning scheme;	R
✓	2(k) an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram;	R
✓	2(l) a permission required in terms of a condition of approval;	R
✓	2(m) a determination of a zoning;	R
✓	2(n) a closure of a public place or part thereof;	R
✓	2(o) a consent use contemplated in the zoning scheme;	R772.74 x 3 = R 2 318.22
✓	2(p) an occasional use of land;	R
✓	2(q) to disestablish a home owner's association;	R
✓	2(r) to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;	R
✓	2(s) a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building.	R

Tick if relevant		What prescribed notice will be required?	Advertising fees payable
Y	N	Serving of notices (i.e Delivering by hand; registered post; data messages) Publication of notices (i.e Local Newspaper(s); <i>Provincial Gazette</i> ; site notice; Municipality's website)	R 3 099.44
Y	N	Additional publication of notices (i.e Site notice, public meeting, local radio station, Municipality's website, letters of consent or objection)	R
Y	N	Notice of decision (i.e Provincial Gazette)	R 1 550.78
Y	N	Integrated procedures	R
TOTAL APPLICATION FEE*:			R 6 968.44

KINDLY NOTE: * Application fees are estimated on the information discussed and are subject to change with submission of the formal application.

Application fees that are paid to the Municipality are non-refundable and proof of payment of the application fees must accompany an application.

The applicant is liable for the cost of publishing and serving notice of an application.

SECTION B:

PROVISIONS IN TERMS OF THE RELEVANT PLANNING LEGISLATION / POLICIES / GUIDELINES

QUESTIONS REGARDING PLANNING POLICY CONTEXT	YES	NO	TO BE DETERMINED	COMMENT
Is any municipal integrated development plan, spatial development framework(s), structure plans, by-laws or any other municipal policies or guidelines applicable? If yes, is the proposal in line with the aforementioned documentation/plans?				
Any applicable restrictive condition(s) prohibiting the proposal? If yes, is/are the condition(s) in favour of a third party(ies)? [List condition numbers and third party(ies)]				
Any other Municipal by-law that may be relevant to application? (If yes, specify)				
Zoning Scheme By-law considerations: What is the current zoning of the property? _____ What is the proposed zoning of the property? _____ Does the proposal fall within the provisions/parameters of the zoning scheme? _____				

Are additional applications required to deviate from the zoning scheme? (if yes, specify)	

QUESTIONS REGARDING OTHER PLANNING CONSIDERATIONS	YES	NO	TO BE DETERMINED	COMMENT
Is a development application affecting national interest in terms of section 52(3) of Spatial Planning Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA), required?				
Is the proposal in line with the national spatial development framework and national laws, regulations, other guidelines or documents?				
Is the proposal in line with the principles for land development, set out in the SPLUMA and the Western Cape Land Use Planning Act, 2014 (Act 3 of 2014)?				
Is the proposal in line with the provincial spatial development framework(s) and provincial laws, regulations, other policies, guidelines or documents?				
Is any district municipal integrated development plan, spatial development framework, other policies, guidelines or documents relevant?				

SECTION C:

CONSENT / COMMENT REQUIRED FROM OTHER ORGANS OF STATE

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Is a land development application required in terms of section 53(2) of LUPA or section 10 of LUP Regulations?				Western Cape Provincial Department of Environmental Affairs & Development

				Planning (DEA&DP)
Is provincial comment on land use application(s) required in terms of section 45(1) of LUPA?				DEA&DP
Is/was the property(ies) utilised for agricultural purposes?				Western Cape Government Department of Agriculture
Will the proposal require approval in terms of Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)?				National Department of Agriculture, Forestry and Fisheries (DAFF)
Will the proposal trigger a listed activity in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)?				DEA&DP
Will the proposal require authorisation in terms of Specific Environmental Management Act(s) (SEMA)? (National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003) (NEM:PAA) / National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) (NEM:BA) / National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) (NEM:AQA) / National Environmental Management: Integrated Coastal Management Act, 2008 (Act 24 of 2008) (NEM:ICM) / National Environmental Management: Waste Act, 2008 (Act 59 of 2008) (NEM:WA) (strikethrough irrelevant)				National Department of Environmental Affairs (DEA) & DEA&DP
Will the proposal require authorisation in terms of the National Water Act, 1998 (Act 36 of 1998)?				National Department of Water & Sanitation (DWS)
Will the proposal trigger a listed activity in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999)?				South African Heritage Resources Agency (SAHRA) & Heritage

				Western Cape (HWC)
Will the proposal have an impact on any National or Provincial roads?				National Department of Transport / South Africa National Roads Agency Ltd. (SANRAL) & Western Cape Department of Transport and Public Works (DT&PW)
Will the proposal trigger a listed activity in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations				National Department of Labour (DL)
Will the proposal affect any Eskom owned land and/or servitudes?				Eskom
Will the proposal affect any Telkom owned land and/or servitudes?				Telkom SA Ltd.
Will the proposal affect any Transnet/Passenger Rail Agency of South Africa owned land and/or servitudes?				Transnet/PRASA
Is the property subject to a land / restitution claim(s)?				National Department of Rural Development & Land Reform
Will the proposal require comments from South African National Parks (SANParks) and/or CapeNature?				SANParks / CapeNature
Is the property subject to any existing mineral rights?				National Department of Mineral Resources
Does the proposal lead to densification to such an extent that the number of schools, healthcare facilities, libraries, safety services, etc. In the area may be impacted on? (strikethrough irrelevant)				Western Cape Government Departments of Cultural Affairs & Sport,

				Education, Social Development, Health and Community Safety
Does the proposal require any other authorisation(s) in terms of other applicable legislation that is not listed in the subject table?				If yes, specify

**SECTION D:
SERVICE REQUIREMENTS**

DOES THE PROPOSAL REQUIRE THE FOLLOWING ADDITIONAL INFRASTRUCTURE / SERVICES?	YES	NO	TO BE DETERMINED	OBTAIN COMMENT FROM: (list internal department)
Electricity supply:				
Water supply:				
Sewerage and waste water:				
Stormwater:				
Road network:				
Telecommunication services:				
Other services required? Please specify.				
Development charges:				

PART D: ATTACHMENTS AND SUPPORTING INFORMATION AND DOCUMENTATION FOR LAND USE PLANNING APPLICATION

Information and documentation required in terms of section 38(1) of the By-Law on Municipal Land Use Planning for Beaufort West Municipality

Completed and signed application form		Bondholder's consent (if applicable)
Power of attorney / Owner's consent if applicant is not owner		Proof of registered ownership or any other relevant right held in the land concerned
Resolution or other proof that applicant is authorised to act on behalf of a juristic person		S.G. diagram / General plan extract
Written motivation		Site development plan or conceptual layout plan
Locality plan		Proof of agreement or permission for required servitude
Proposed subdivision plan		Full copy of the title deed
Proof of payment of application fees		Minutes of pre-application consultation meeting (if applicable)
Conveyancer's certificate		

Supporting information and documentation:

Y	N	N/A	Consolidation plan		Y	N	N/A	Land use plan / Zoning plan
Y	N	N/A	Street name and numbering plan		Y	N	N/A	1 : 50 / 1:100 Flood line determination (plan / report)
Y	N	N/A	Landscaping / Tree plan		Y	N	N/A	Home Owners' Association consent
Y	N	N/A	Abutting owner's consent		Y	N	N/A	Services Report or indication of all municipal services / registered servitudes
Y	N	N/A	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD) (strikethrough irrelevant)		Y	N	N/A	Proof of failure of Home owner's association
Y	N	N/A	Copy of original approval and conditions of approval		Y	N	N/A	Any additional documents or information required as listed in the pre-application consultation form / minutes
Y	N	N/A	Proof of lawful use right		Y	N	N/A	Other (specify)
Y	N	N/A	Required number of documentation copies		Y	N	N/A	

PART E: DISCUSSION

The pre-application form completed was for the purpose of a Consent Use on 3 properties which is currently zoned as Agricultural Zone to be able to construct renewable energy structures on the property.

The following amendments, alterations and additional information is requested and must be submitted with the final application, T2 form:

- The title deeds state that there are active bonds registered on the property. The conveyancing certificate does not mention the bond. The final application use includes confirmation of the cancelation of the bond or consent from the bond holder to proceed with the application.
- The motivation letter must cover the impact of the consent use on the primary use of the properties.
- The Site Development plan must be amended to clearly indicate the compliance with the development parameters of renewable energy structure.
- The proposed substation must be clearly indicated on the site development plan.
- Ensure that the total development is within the cadastral boundaries and compliant with the development parameters.

PART F: SUMMARY / WAY FORWARD

The final application (T2) can be submitted to the Beaufort West Municipality once the application is compliant with the changes identified in the Pre-application.

The Final application must include the minutes of the pre-application meeting, the completed T1 form, all annexures as required and the proof of payment.

The final application can be submitted at the Corporate Department of Beaufort West Municipality for the attention of Mr. P Strumpher.

2 x hard copies of the application and 1 x soft copy must be submitted.


The public participation process is for a period of 8 weeks.

The applicant has the right to appeal the final decision of the authorized official.

OFFICIAL: Christopher Wright _____

PRE-APPLICANT: REENA RAMSARU _____

(FULL NAME)


(FULL NAME)


SIGNED: _____

SIGNED: _____

DATE: 20 October 2023 _____

DATE: 04/08/2023 _____