

George
Suite 201
2nd Floor
Bloemhof Building
65 York Street
George 6529
PO Box 509
George 6530
South Africa

T +27 44 874 2165
F +27 44 873 5843
E george@aurecongroup.com
W aurecongroup.com



26 February 2020

Director: Integrated Environmental Authorisations
Department of Environmental Affairs
Environment House
473 Steve Biko Road, Arcadia
Private Bag X447
Pretoria
0001

Attention: Thando Boo!

Dear Mr Boo!

PROPOSED VELD PV SOUTH SOLAR ENERGY FACILITY AND ASSOCIATED INFRASTRUCTURE, ON THE REMAINDER OF FARM 53 HARAMOEP, NEAR AGGENEYS IN THE NORTHERN CAPE

Submission of the Final Basic Assessment Report – DEA Ref: 14/12/16/3/3/1/2103

Our application, draft Basic Assessment Report dated 29 November 2019 and your Department's comments thereon dated 17 January 2020 refer.

1. Aurecon South Africa (Pty) Ltd (Aurecon) has been appointed by Veld PV North (Pty) Ltd (Veld) as the independent environmental practitioner (EAP) to undertake a Basic Assessment Process (BAR) as required by the by the Environmental Impact Assessment Regulations, 2014 (EIA Regulations, as amended) pursuant to the National Environmental Management Act (Act of 107 of 1998) (NEMA) for the above project.
2. The project comprises a 75 MW Photovoltaic (PV) solar energy facility on the farm Haramoep (Remainder of Farm 53) in the Namakwa District Municipality approximately 20 km north-west of Aggeneys in the Northern Cape.
3. Please note that Veld has also submitted an Application Form for a second solar facility, known as Veld PV North (DEA Ref: 14/12/16/3/3/1/2102) on a separate site on the same farm.
4. Please find herewith the Final Basic Assessment Report (1x hard copy) and USB including all the annexures.
5. A completed Application Form for the proposed Veld PV North Solar Energy Facility as received by your Department on 12 November 2019 is attached as Annexure F to the Final Basic Assessment Report. Please note that an amended Application Form is attached to this cover letter as **Annexure 1** (see point 8 below) to update details regarding the listed activities that have been corrected to be in line with the Final Basic Assessment Report and includes original signed declarations by the applicant and EAP.
6. Note that a Scoping and EIA process was initiated for this project in 2016 but was stopped due to funders withdrawing. No application was submitted at the time, but a pre-application meeting was held with DEA. The process has now changed to a Basic Assessment due to the site being within the Springbok REDZ.
7. Since then an application for a Basic Assessment process was submitted but was withdrawn on 24 October 2019. During that process, now regarded as the pre-application phase for this application, a site inspection was undertaken on 19 September 2019.

8. We respond to your comments contained in the aforementioned letter from DEA dated 17 January 2020 as follows:

Activities applied for

- Our understanding, as discussed during the site inspection with DEA on 19 September 2010, is that both Activity 15 of LN 2 and Activity 12 of LN 3 are applicable to this application.
 - The motivation for Activity 15 of LN 2 is that the physical alteration of undeveloped land for industrial use would take place with the total area to be transformed being approximately 277 ha.
 - The motivation for Activity 12 of LN 3 is that more than 300m² of indigenous vegetation will be cleared within an area designated as a Critical Biodiversity Area (CBA2) in the Northern Cape, albeit that the Botanical Specialist has indicated that the vegetation is not representative of CBA2.
- Activity 24 of LN 1 has been removed from the Final Basic Assessment Report as the proposed roads associated with this development do not trigger this activity.
- The amended application form that has been corrected to include Activity 15 of LN2 is attached to this letter as **Annexure 1**. The annexures for the application form can be found in the Final Basic Assessment Report with the original application form under Annexure F.

Specialist Studies

- Declaration forms of the specialists are attached as **Annexure G** to the Final Basic Assessment Report.
- The Storm Water Impact Assessment study has been reviewed by an independent external specialist that meets the requirements of Regulation 13(1)(a) and (b) of NEMA EIA Regulations as amended. The reviewer did not make any findings that were contrary to the main findings of the original report, however he did make some recommendations to improve the quality of the report, which was subsequently updated. The Reviewer's report is attached as **Annexure D9.1** and his subsequent comment on the update of the original report is included as **Annexure D9.1.1** of the Final Basic Assessment Report. The updated original report that addresses the reviewer's comments has been included as **Annexure D9.2** of the Final Basic Assessment Report.
- As indicated on page 126 of the Final Basic Assessment Report landscape degradation impacts are expected to be high. This is due to the site where the PV project is proposed being currently strongly associated with a natural / wilderness sense of place that has high levels of scenic quality. It must be noted that while this is the case, there are very few receptors to experience this impact, which will be mitigated by restricting the PV panels to less than 5m high and reducing light spillage at night by limiting the intensity and direction of lights, as well as the use of motion activators as included in Section 4.8.1 of the EMPr. The development will be of a semi-industrial nature and while the impact will have a long duration, it is reversible at the decommissioning of the project. Further, the project is located in an area identified as suitable for this type of development in that it falls into the Springbok REDZ and thus this change to the landscape has been deemed acceptable.
- In order to mitigate visual impacts, no PVs will be more than 5m above the ground.

Public Participation Process

- Proof of the PPP can be found in Annexure C of the Final Basic Assessment Report, including adverts, comments from all stakeholders, responses, and correspondence

indicating the attempts made to elicit comment. The Public Participation Process was conducted in terms of Regulations 39, 40 41, 42 43 & 44 of the EIA Regulations 2014, as amended.

- An extensive effort was launched to conduct the PPP for Veld PV North and Veld PV South which entailed the following:
- During the **pre-application phase** the following tasks were conducted:
 - Advertisements in English and Afrikaans were placed in a local newspaper, Die Plattelander, notifying the broader public of the initiation of the BA process and inviting them to register as I&APs and inform them of the availability of the draft Basic Assessment Report (BAR) at Aggeneys Library.
 - A hard copy of the Draft BAR was placed in the Aggeneys Library for 30 days.
 - Site notices: posters in English and Afrikaans were erected at the entrance of the proposed site.
 - Written notification: Letters and emails were issued to all relevant authorities and the landowner informing them of the proposed project, including a notification of the availability of the draft BAR for comment. Each letter included a CD. Identified I&APs were notified of this comment period via letters delivered by post and email.
 - Hard copies of the draft reports as well as USBs were delivered to DEA as well as Biodiversity (DEA).
 - Refer to Table 2 of Annexure C1 for the comments and response report (CRR).
 - Northern Cape Department of Environmental Conservation, Khai-Ma Local Municipality as well as Namakwa District Municipality were part of the extensive I&AP list and all the comments that were obtained from them are available in the CRR (Table 2).
 - In reference to comments obtained from Biodiversity (DEA) please refer to Annexure C1.9.13.1, C1.9.13.2 and C1.10.1 in the CRR.
- During the **application phase** the following tasks were conducted:
 - Advertisements in English and Afrikaans were placed in a local newspaper, Die Plattelander, notifying the broader public of the initiation of the BA process, inviting them to register as I&APs and inform them of the availability of the draft Basic Assessment Report (BAR) at Aggeneys Library.
 - A hard copy of the Draft BAR was placed in the Aggeneys Library for 30 days.
 - Site notices: posters in English and Afrikaans were erected at the entrance of the proposed site.
 - Written notification: Letters and emails were issued to all authorities and the landowner informing them of the proposed project including a notification of the availability of the draft BAR for comment. Each letter included a CD. Identified I&APs were notified of this comment period via letters delivered by post and email.
 - Hard copies of the draft reports as well as USBs were delivered to DEA as well as to Biodiversity (DEA).
 - Northern Cape Department of Environmental Conservation, Khai-Ma Local Municipality as well as Namakwa District Municipality were part of the extensive I&AP list and all the comments that were obtained from them are available in the CRR (Table 3).

- In reference to comments obtained Biodiversity (DEA) please refer to Annexure C1.15.1 and C.15.2. in the CRR.
- In reference to comments obtained from Northern Cape Department Environment and Nature Conservation (DENC) please refer to Annexure C1.15.3 and C.15.4. in the CRR.

General Comments

- The Final Basic Assessment Report complies with the requirements of Appendix 1 and Regulation 19(1)(a) and 19(3) of the EIA Regulations, 2014 as amended.
- The Final Basic Assessment Report is due to be submitted on or before 3 March 2020.
- The applicant has been informed that no activity may commence prior to an Environmental Authorisation being granted.

9. Please do not hesitate to contact us should you have any queries - we await your further response.

Yours sincerely

AURECON

A handwritten signature in black ink, appearing to be "Charles Norman", written over the printed name.

Charles Norman
Manager: Environment and Planning



environmental affairs

Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA

APPLICATION FORM FOR ENVIRONMENTAL AUTHORISATION

File Reference Number:	(For official use only)
NEAS Reference Number:	DEA/EIA/
Date Received:	

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

PROPOSED VELD PV SOUTH SOLAR ENERGY FACILITY AND ASSOCIATED INFRASTRUCTURE ON THE REMAINDER OF FARM 53 HARAMOEP, NEAR AGGENEYS IN THE NORTHERN CAPE

Indicate if the **DRAFT** report accompanies the application

Yes

PRE-APPLICATION CONSULTATION

Was a pre-application meeting held	Yes		No	✓
Date of the pre-application meeting	Not applicable as no meeting were held.			
Reference number of pre-application meeting held	Not applicable as no meeting were held.			
Were minutes compiled and submitted to the Department for approval	Yes		No	✓

A copy of the pre-application meeting minutes must be appended to this application as **APPENDIX 1**.

Kindly note the following:

1. 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.
2. This application 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>.
3. The onus on Applicant/EAP to determine all applicable listed activities that would require Environmental Authorisation prior to the commencement of the construction activities. Should any revision of your development comprise any other activities that constitute a listed activity/ies as defined in GN R983, R984 and R98 of 04 December 2014, as amended, it must also form part of the Application for Environmental Authorisation.
4. An application fee is applicable (refer to **Section 2**). Proof of payment must accompany this application. The application will not be processed without proof of payment unless one of the exclusions provided for in the Fee Regulations is applicable AND such information in the exclusion section of this application form has been confirmed by this Department.
5. A cover letter on your company letterhead indicating the nature of this application must be appended to this form i.e. new application for Environmental Authorisation, updated application for Environmental Authorisation.
6. An electronic copy (in the form of a USB) of the signed application form must be submitted together with two hardcopies (one of which must contain the original signatures of both the Applicant and EAP).

7. This form must be marked **“for Attention: Chief Director: Integrated Environmental Authorisations”** and submitted to the Department at the postal or physical addresses contained in this form.
8. 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.
9. 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.
10. The required information must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. Spaces are provided in tabular format and will extend automatically when each space is filled with typing. A legible font type and size must be used when completing the form. The font size should not be smaller than 10pt (e.g. Arial 10).
11. Where applicable black out the boxes that are not applicable in the form.
12. The use of the phrase “not applicable” in the form must be done with circumspection. Where it is used in respect of material information that is required by the Competent Authority for assessing the application, this may result in the rejection of the application as provided for in the Regulations.
13. Unless protected by law, all information contained in and attached to this application, will become public information on receipt by the Competent Authority. Upon request during any stage of the application process, the Applicant / EAP must provide any registered interested and affected party with the information contained in and attached to this application.
14. Should a specialist report or report on a specialised process be submitted at any stage for any part of this application, the terms of reference for such report and declaration of interest of the specialist must also be submitted.
15. Please note that this form must be copied to the relevant Provincial Environmental Department(s)
16. An application for Environmental Authorisation/Amendment lapses if the applicant fails to meet any of the timeframes prescribed in terms of the EIA Regulations, 2014, as amended.

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

1. COMPETENT AUTHORITY

Identified Competent Authority to consider the application:

Department of Environmental Affairs

Reason(s) in terms of S24C of NEMA:

The project would form part of a National programme associated with the Department of Energy and all related applications are handled by the DEA.

2. FEES

Applicants are required to tick the appropriate box below to indicate that either proof of payment is attached or that, in the applicant's view, an exclusion applies. Proof of payment or a motivation for exclusions must be attached as **APPENDIX 2** of this application form.

Proof of payment	<input checked="" type="checkbox"/>
Exclusion applies	<input type="checkbox"/>

An applicant is excluded from paying fees if:

- The activity is a community-based project funded by a government grant; or
- The applicant is an organ of state.

TYPE OF EXCLUSION	Tick where applicable. Proper motivation must be attached to the application
The activity is a community based project funded by a government grant	<input type="checkbox"/>
The applicant is an organ of state	<input type="checkbox"/>

FEE AMOUNT	Fee
Application for an environmental authorisation for which basic assessment is required in terms of the Environmental Impact Assessment Regulations	R2 000 ✓
Application for an environmental authorisation, for which S&EIR is required in terms of the Environmental Impact Assessment Regulations	R10 000

Department of Environmental Affairs' banking details for the payment of application fees:

Payment Enquiries:

Email: eiafee@environment.gov.za

Banking details:

ABSA Bank

Branch code: 632005

Account number: 1044 2400 72

Current account

Reference number : Reference number to be provided in the specific format indicating centre point coordinates of site in decimal degrees to 5 or 6 decimal places: latitude/longitude
eg. -33.918861/18.423300

Status: Tax exempted

3. GENERAL INFORMATION

Name of the Applicant:	Veld PV South (Pty) Ltd		
RSA Identity/ Passport Number:	NA		
Name of contact person for applicant (if other):	Jason Cope (Director)		
RSA Identity/ Passport Number:	7708275141084		
Responsible position, e.g. Director, CEO, etc.:	Director		
Company/ Trading name (if any):	Veld PV South (Pty) Ltd		
Company Registration Number:	2016/467696/07		
BBBEE status:	Level 4		
Physical address:	6B The Wellington 96 Longmarket Street Cape Town		
Postal address:	As above		
Postal code:	8001	Cell:	082 598 1123
Telephone:	+27 21 020 1044	Fax:	-
E-mail:	jcope@veldren.co.za		
Name of the landowner:	Mr A De Waal (Haramoep, Farm no.53) for new and preferred site		
Name of contact person for landowner (if other):	Mr A De Waal		
Postal address:	PO Box 424, Springbok		
Postal code:	8240	Cell:	-
Telephone:	054 933 0819	Fax:	-
E-mail:	-		

In instances where there is more than one landowner, please attach a list of those landowners with their contact details as **APPENDIX 3**.

Unless the application is in respect of linear activities or Strategic Infrastructure Projects as contemplated in the Infrastructure Development Act (Act No. 23 of 2014), written consent of landowner/s must be submitted in **APPENDIX 3**.

The declaration undertaking by the applicant must be submitted as **APPENDIX 9**.

Provincial Environmental Authority:	Northern Cape Department of Environment and Nature Conservation		
Name of contact person:	Mr T Makaudi		
Postal address:	Private Bag X6102, Kimberley		
Postal code:	8301	Cell:	-
Telephone:	053 807 7300	Fax:	-
E-mail:	tmakaudi@ncpg.gov.za		

Local Municipality:	Khai-Ma Local Municipality		
Name of contact person in (Environmental Section):	Edward Cloete		
Postal address:	P.O Box 108 Pofadder		
Postal code:	8890	Cell:	-
Telephone:	054 933 1000	Fax:	054 933 0252
E-mail:	munman@khaima.gov.za		

In instances where there is more than one Local/Provincial Authority involved, please attach a list of those Local/Provincial Authorities with their contact details as **APPENDIX 4**.

4. ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) INFORMATION

Company of Environmental Assessment Practitioner:	Aurecon South Africa (Pty) Ltd		
B-BBEE	Contribution level (indicate 1 to 8 or non-compliant)	1	Percentage Procurement recognition 135
EAP name:	Charles Norman		
EAP Qualifications:	Master's Degree in Environmental Law		
Professional affiliation/registration:	Mr Norman is a member of the South African affiliate of the International Association for Impact Assessment (IAIAsa).		
Physical address:	Suite 201, 2nd Floor, Bloemhof Building, 65 York Street, George South Africa 6529		
Postal address:	PO Box 509, George 6530 South Africa		
Postal code:	6539	Cell:	082 8977071
Telephone:	044 8055433	Fax:	044 8055454
E-mail:	Charles.Norman@aurecongroup.com		

The appointed EAP must meet the requirements of Regulation 13 of GN R982 of 04 December 2014, as amended. The declaration of independence of the EAP and undertaking under oath or affirmation that all the information submitted or to be submitted for the purposes of the application is true and correct must be submitted as **APPENDIX 10**.

5. PROJECT DESCRIPTION

Please provide a **detailed** description of the project.

Veld PV South (Pty) Ltd (Veld PV South) proposes developing a 75 MW Photovoltaic (PV) solar energy facility on Haramoep (Remainder of Farm 53) in the Namakwa District Municipality approximately 20 km north-west of Aggeneys in the Northern Cape. The development has been designed with the intention that the Veld PV South solar facility would form part of a consolidated solar development which will consist of the proposed Veld PV South (75 MW) and the proposed Veld PV North (75 MW) PV facilities. These proposed facilities would utilise shared infrastructure where possible to minimise their overall footprint. To evacuate the power generated by the proposed Veld PV North (and South), a grid connection is required between the solar farm project area and the Aggeneys substation. **This application pertains specifically to Veld PV South and the grid connection proposed by the proponent Veld PV South (Pty) Ltd.**

The site was selected as it falls within an area considered to have some of the highest solar resource in South Africa.

The proposed project also requires a grid connection. Two alternatives are proposed.

- (i) The proposed grid connection for Veld PV South will either consist of a 132 kilovolt (kV) overhead powerline, approximately 27 km in length that would feed into the national electricity grid at the Aggeneys substation. A 35m servitude will be required for the construction of the powerline and it will run adjacent to the existing 220 kV powerline that runs past the site, comprising single circuit steel monopoles with bird perches, or
- (ii) Veld PV South would connect via a 220 kV Loop-in, Loop-out (LILo) line between the facility and an existing 220 kV transmission line, with the line being approximately 2100 m in length

The following components would be required for the solar farm and to evacuate the power generated by the proposed Veld PV South.

- **A photovoltaic component**, comprising of numerous arrays of PV solar panels mounted on steel tracking mounts and footings with associated support infrastructure to generate up to 75 MW of renewable energy
- **Inverters**, to convert the direct current (DC) generated by the PV modules into alternating current (AC) with transformers in each block to step up the 400V to 33kV
- **On-site substations**, including transformers to step up the 33-kV power generated by the inverters, either to 132 kV to connect to the new 132 kV overhead transmission line or to 220kV to connect via LILo to the existing transmission line
- **Internal cabling** laid underground when feasible to connect the PV modules to the on-site substation and inverters
- **Internal access roads** for servicing and maintenance of the site
- **Stormwater infrastructure**
- **Temporary construction areas** for use during construction
- **Buildings**, including an operations and maintenance building, a connection building, control building, guard cabin
- **Weather stations** within and along the fenced perimeter of the site
- **Perimeter fencing.**

The site was also strategically selected as it falls within the Springbok Renewable Energy Development Zone (REDZ) identified as part of a Strategic Environmental Assessment. The aim of the SEA was to identify the most suitable areas from both an environmental and socio-economic perspective where large scale wind and solar PV energy facilities should be developed, referred to as REDZ. In addition, an Electricity Grid Infrastructure (EGI) SEA was commissioned in 2014 to identify power corridors that will enable the efficient and effective expansion of key strategic transmission infrastructure designed to satisfy national transmission requirements up to 2040. On 17 February 2016 Cabinet approved the gazetting of 8 Renewable Energy Development Zones (REDZ) and 5 Power Corridors. These Renewable Energy Development Zones and Power Corridors are geographical areas where wind and solar Photovoltaic technologies can be incentivized, where 'deep' grid expansion can be directed and where regulatory processes will be streamlined. The REDZs act as energy generation hubs and provide anchor points for grid expansion thereby allowing for strategic and proactive expansion of the grid into these areas. This will ensure that the grid expansion does not hamper the progress of the renewable energy power purchase agreement process.

The REDZs and Power Corridors support 2 of the 18 Strategic Integrated Projects (SIPs) which were identified in the Infrastructure Development Plan which is aimed at promoting catalytic infrastructure development to stimulate economic

growth and job creation.

Does the project form part of a Renewable Energy Development Zone (REDZ) as per GN 114?	YES✓	NO
Does the project form part of an Electricity Grid Infrastructure (EGI) as per GN 113?	YES	NO✓
Does the project form part of any of the Strategic Infrastructure Projects (SIPs) as described in the National Development Plan, 2011?	YES	NO✓

If **YES**, please indicate which SIPs are applicable in **APPENDIX 5**. You are also required to provide confirmation of SIP applications from the relevant sector representative which must be attached in **APPENDIX 5**. Please include further detail on a REDZ/EGI application in the Project Description and illustrate on the maps attached to this form.

Is the project subject to the Integrated Resource Plan 2010 – 2030 (IRP) bidding process?	YES✓	NO
---	------	----

Please indicate which sector the project falls under by crossing out the relevant block in the table below:

Table 1

Infrastructure /Transport Services/Roads - Public	Services/Waste Management Services/Disposal facilities - Hazardous	
Infrastructure /Transport Services/Roads - Private	Services/Waste Management Services/Disposal facilities - Nuclear	
Infrastructure /Transport Services/Rail - Public	Services/Waste Management Services/Disposal facilities - General	
Infrastructure /Transport Services/Rail - Private	Services/Waste Management Services/Treatment facilities - Hazardous	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Commercial	Services/Waste Management Services/Treatment facilities - General	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Private	Services/Waste Management Services/Storage Facilities - General	
Infrastructure /Transport Services/Airport/Runways/Landing Strip/Helipad - Public Services	Services/Waste Management Services/Storage Facilities - Hazardous	
Infrastructure /Transport Services - Ports	Services/Waste Management Services/Storage Facilities - Nuclear	
Infrastructure /Transport Services - Inland Waterways	Services/Burial and cemeteries - Cemeteries	
Infrastructure /Transport Services - Marina	Services/Burial and cemeteries - Cremators	
Infrastructure /Transport Services - Canal	Services/Water services/Storage - Dams	
Infrastructure /Localised infrastructure - Infrastructure in the Sea/Estuary/Littoral Active Zone/Development Setback/100M Inland/or coastal public property.	Services/Water services/Storage - Reservoirs	
Infrastructure /Localised infrastructure - Zip Lines & Foefie Slides	Services/Water services - Desalination	
Infrastructure /Localised infrastructure - Cableway or Funiculars	Services/Water services - Treatment & Waste Water	
Infrastructure /Localised infrastructure - Billboards	Services - Hospitality	
Infrastructure /Localised infrastructure - Depot for dangerous goods	Mining - Prospecting rights	
Infrastructure /Localised infrastructure - Filling station or Tanks for dangerous goods	Mining - Mining Permit	
Utilities Infrastructure/Pipelines - Fresh/Storm Water Urban	Mining - Mining Right	
Utilities Infrastructure/Pipelines - Fresh/ Storm Water Rural	Mining/Exploration Right - Gas or Oil Marine.	

Utilities Infrastructure/Pipelines - Waste Water		Mining/Exploration Right - Gas or Oil Terrestrial	
Utilities Infrastructure/Pipelines - Dangerous Goods Urban		Mining/Production Right - Gas or Oil Marine	
Utilities Infrastructure/Pipelines - Dangerous Goods Rural		Mining/Production Right - Gas or Oil Terrestrial	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Tower		Mining/Underground gasification of coal - Oil	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Mast		Mining/Beneficiation - Hydrocarbon	
Utilities Infrastructure/Telecommunications/ Radio Broadcasting - Receivers		Mining/Beneficiation - Mineral	
Utilities Infrastructure - Marine Cables		Agriculture/Forestry/ Fisheries - Crop Production	
Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon - Petroleum		Agriculture/Forestry/ Fisheries - Animal Production	
Utilities Infrastructure/Electricity /Generation/Non Renewable/Hydrocarbon - Coal		Agriculture/Forestry/ Fisheries - Afforestation	
Utilities Infrastructure/Electricity /Generation/Non Renewable - Nuclear		Agriculture/Forestry/ Fisheries - Aquaculture	
Utilities Infrastructure/Electricity /Generation/Renewable - Hydro		Agriculture/Forestry/ Fisheries - Agro-Processing	
Utilities Infrastructure/Electricity /Generation/Renewable/Solar - PV	✓	Transformation of land - Indigenous vegetation	
Utilities Infrastructure/Electricity /Generation/Renewable/Solar - CSP		Transformation of land - From open space or Conservation	
Utilities Infrastructure/Electricity /Generation/Renewable - Wind		Transformation of land - From agriculture or afforestation	
Utilities Infrastructure/Electricity /Generation/Renewable - Biomass/ biofuels		Transformation of land - From mining or heavy industrial areas	
Utilities Infrastructure/Electricity /Generation/Renewable - Wave		Any activities within or close to a watercourse	
Utilities Infrastructure/Electricity /Distribution and Transmission - Power line		Any activity in an estuary, on the seashore, in the littoral active zone, or in the sea.	
Utilities Infrastructure/Electricity /Distribution and Transmission/Substation -		Activity requiring permit or licence in terms of National or Provincial legislation governing the release or generation of emissions - Emissions	
Release of Genetically Modified Organisms		Activity requiring permit or licence - Marine Effluent	
		Activity requiring permit or licence - Fresh Water Effluent	

Table 2

Does the listed activity/ies applied for form part of a larger project which is not a listed activity itself e.g. a road that is a listed activity that is needed to access a drilling site where the drilling does not constitute a listed activity.	YES	NO✓
If indicated yes above, please provide a brief description on how the activity/ies relate to the larger project that forms part there of: -		

6. SITE DESCRIPTION

Provide a detailed description of the site involved in the application.

Province/s	Northern Cape
District Municipality/ies	Namakwa District Municipality
Local Municipality/ies	Khâi-Ma Local Municipality
Ward number/s	Khâi-Ma Local Municipality (Ward 3)
Nearest town/s	Aggeneys
Farm name/s and number/s	Haramoep Farm no.53
Portion number/s	Remainder

Surveyor General 21 digit code:

(If there are more than 4, please attach a list with the rest of the codes as **APPENDIX 6**. Where the 21 digit SGID and farm name are not available, the coordinates of the boundary of the property or properties must be provided in **APPENDIX 6**.)

C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	3	0	0	0	0	0
1	2		3			4					5									

Locality map:	<p>A locality map must be attached to the application form, as APPENDIX 7. The scale of the locality map must be at least 1:50 000. For linear activities of more than 25 kilometres, a smaller scale e.g. 1:250 000 can be used. The scale must be indicated on the map. The map must include the following:</p> <ul style="list-style-type: none"> • an accurate indication of the project site position as well as the positions of the alternative sites, if any; • road names or numbers of all the major roads as well as the roads that provide access to the site(s) • a north arrow; • a legend; • the prevailing wind direction; • site sensitivities, including but not limited to vegetation, wetlands, watercourses, heritage sites, critical biodiversity area/s, World Heritage Site, etc. and it must be overlaid by the study area; and • GPS co-ordinates (Indicate the position of the proposed activity with the latitude and longitude at the centre point for each alternative site. The co-ordinates should be in degrees and decimal minutes. The minutes should be to at least three decimal places. The projection that must be used in all cases is the WGS-84 spheroid in a national or local projection)
Project Plan (e.g. Gantt chart)	<p>A project schedule must be submitted as APPENDIX 8, and must include milestones for:</p> <ul style="list-style-type: none"> • public participation (dates for advertisements, workshops and other meetings, obtaining comment from organs of state including state departments); • the commencement of parallel application processes required in terms of other statutes and where relevant, the alignment of these application processes with the EIA process; • the submission of the key documents (e.g. Basic Assessment Report, Scoping Reports, EIA Reports and Environmental Management Programmes). <p>Note: All the above dates must take into account the statutory timeframes for authority responses that are stipulated in the 2014 NEMA EIA Regulations. Possible appeals may impact on project timeframes/milestones. Regulation 45 states that "An application in terms of these Regulations lapses, and a competent authority will deem the application as having lapsed, if the applicant fails to meet any of the time-frames prescribed in terms of these Regulations, unless extension has been granted in terms of regulation 3(7)." It is recommended that the Department be approached for guidance on the process to be followed, prior to submitting an application.</p>

7. ACTIVITIES APPLIED FOR

For an application for authorisation that involves more than one listed activity that, together, make up one development proposal, all the listed activities pertaining to this application must be provided below.

Detailed description of listed activities associated with the project		
ACTIVITY NO.	RELEVANT LISTED ACTIVITY	ASPECT OF PROJECT (Describe the portion of the proposed project to which the applicable listed activity relates).
GN R327, 7 April 2017 (as amended)		
11	The development of facilities or infrastructure for the transmission and distribution of electricity— (i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kilovolts; or (ii) inside urban areas or industrial complexes with a capacity of 275 kilovolts or more;	The proposed grid connection will consist of a 132 kilovolt (kV) overhead powerline, approximately 25 km in length. The bulk of the power line will run in length within a rural and agricultural area.
12	The development of – (ii) infrastructure or structures with a physical footprint of 100 square metres or more where such development occurs— (a) within a watercourse; (c) if no development setback exists, within 32 m of a watercourse, measured from the edge of a watercourse; -	A few drainage lines are scattered across the proposed property and one or more roads and / or other infrastructure will cross these lines and be within 32 m thereof.
19	The infilling or depositing of any material of more than 10 m ³ into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 m ³ from (i) a watercourse;	The infilling or depositing of any material of more than 10 m ³ into a watercourse will likely be triggered with the construction of internal service roads or cables across drainage lines as well as the widening of the existing access road which crosses numerous small drainage lines.
28	Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or afforestation on or after 1 April 1998 and where such development: (ii) will occur outside an urban area, where the total land to be developed is bigger than 1 ha.	The farm on which the project is proposed is still being used for livestock grazing (mostly sheep).
GN R325, 7 April 2017(as amended)		
1	The development of facilities or infrastructure for the generation of electricity from a renewable resource where the electricity output is 20 megawatts or more, excluding where such development of facilities or infrastructure is for photovoltaic installations and occurs - (a) Within an urban area; or (b) on existing infrastructure;	The proposed project would have a maximum generation capacity of 75 MW.
15	The clearance of an area of 20 hectares or more of indigenous vegetation.	Physical alteration of undeveloped land for industrial use would take place. The total area to be transformed is approximately 277 ha.
GN R324, 7 April 2017 (as amended)		
4	The development of a road wider than 4 metres with reserve less than 13,5 metres.	The construction of a road wider than 4 m with a reserve less than 13.5 m (no reserve) might be required outside the urban

Detailed description of listed activities associated with the project

ACTIVITY NO.	RELEVANT LISTED ACTIVITY	ASPECT OF PROJECT (Describe the portion of the proposed project to which the applicable listed activity relates).
12	<p>g. Northern Cape ii. Outside urban areas: (bb) National Protected Area Expansion Strategy Focus areas; (cc) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority; (ee) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans.</p> <p>The clearance of an area of 300 square metres (m²) or more of indigenous vegetation except where such clearance of indigenous vegetation is required for maintenance purposes undertaken in accordance with a maintenance management plan.</p>	<p>area and within an area containing indigenous vegetation, as the existing road will need extension in some places.</p> <p>The project is located within a National Protected Area Expansion Strategy Focus as well as areas designated as Critical Biodiversity Areas. The project is also located within an Important Bird Area.</p> <p>The clearance of more than 300 m² of indigenous vegetation will likely be required for the project. The total area to be transformed is approximately 277 ha.</p> <p>The project is located within areas designated as Critical Biodiversity Areas.</p>
14	<p>g. Northern Cape: (ii) Within critical biodiversity areas as identified in bioregional plans;</p> <p>The development of — (xii) infrastructure or structures with a physical footprint of 10 square metres or more; where such development 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;</p>	<p>Associated infrastructure (eg, fencing, substation, transmission lines, buildings, roads etc) may be located within or within proximity to a watercourse.</p> <p>The project is located within a National Protected Area Expansion Strategy Focus as well as areas designated as Critical Biodiversity Areas. The project is also located within an Important Bird Area.</p>
18	<p>g. Northern Cape ii. Outside urban areas: (bb) National Protected Area Expansion Strategy Focus areas; (dd) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority; (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 widening of a road by more than 4 metres, or the lengthening of a road by more than 1 kilometre.</p> <p>g. Northern Cape ii. Outside urban areas: (bb) National Protected Area Expansion Strategy Focus areas; (cc) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority;</p>	<p>Access roads of approximately 6 to 8 m in width would be required to develop the proposed project, the combination of which would exceed 1 km. Existing roads will be used as far as practically possible and feasible but would require widening by more than 4 m and new roads greater than 1 kilometre in length are likely to be required in some areas.</p> <p>The project is located within a National Protected Area Expansion Strategy Focus as well as areas designated as Critical Biodiversity Areas. The project is also located within an</p>

Detailed description of listed activities associated with the project

ACTIVITY NO.	RELEVANT LISTED ACTIVITY	ASPECT OF PROJECT (Describe the portion of the proposed project to which the applicable listed activity relates).
	(ee) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;	Important Bird Area.

Please note that any authorisation that may result from this application will only cover activities specifically applied for. Only those activities listed above shall be considered for authorisation. The onus is on the applicant to ensure that all applicable listed activities are included in the application. Environmental Authorisation must be obtained prior to commencement with each applicable listed activity.

Coordinate points indicating the location of each listed activity must be provided as part of **APPENDIX 6** as well part of the reports to be submitted. Coordinates must be provided in degrees, minutes and seconds using the Hartebeesthoek94 WGS84 co-ordinate system.

8. PUBLIC PARTICIPATION

Provide details of the public participation process proposed for the application as required by Regulation 41(2) of GN R982 of 04 December 2014, as amended.

The aim of the Public Participation Process (PPP) described below is to be compliant with Regulation 41(2) of GN R982 and to:

- Ensure that the full range of interested and affected parties (I&APs) including stakeholders, regulatory authorities, community leaders, landowners, neighbouring landowners, key non-governmental organisations and civic associations, as well as general members of the public, are consulted at the applicable time and in the appropriate manner, and
- Ensure the communication of key information to registered I&APs, and to encourage feedback in the language of preference.

The following tasks are included in the PPP

- Notifications about the EIA process for Veld PV North and will be circulated via:
 - **Newspaper advertisements:** advertisements in English and Afrikaans will be placed in a local newspaper, *Die Plattelander*, notifying the broader public of the initiation of the BA process and inviting them to register as I&APs.
 - **Site notices:** posters in English and Afrikaans will be erected at the entrance of the proposed site, and at Pofadder Public Library.
 - **Written notification:** letters and/ or emails will be issued to all identified stakeholders informing them of the proposed project including a notification of the availability of the draft Basic Assessment Report for comment. Further notification of the BA will be sent to registered I&APs at that stage of the process.
- Meetings:
 - A pre-application meeting for the original proposed project was undertaken with DEA on 18 November 2016. The applicant liaised telephonically with DEA who indicated that a pre-application meeting for this new application was not necessary.

The initial database of I&APs includes the landowners, the adjacent landowners, relevant district and local municipal officials, relevant national and provincial government officials, and organisations in the area. This database will be augmented via chain referral during the EIA process, and will be continually updated as new I&APs are identified throughout the project lifecycle.

Authority involvement commences at the start of the project with the pre-application meeting with DEA to notify them of

the proposed project. The following national, provincial and regional authorities were identified as I&APs:

- Provincial and local authorities, and parastatal organisations:
 - Eskom Distribution;
 - Khai-Ma LM;
 - Namakwa District Municipality (DM);
 - Northern Cape Department of Agriculture, Land Reform & Rural Development;
 - Northern Cape Department of Environmental Affairs and Nature Conservation;
 - Northern Cape Department of Roads and Transport;
 - Northern Cape Tourism Authority; and
 - Northern Cape Provincial Heritage: Boswa ya Kapa Bokone
- National departments and organisations:
 - BirdLife South Africa;
 - Civil Aviation Authority;
 - Conservation agencies: WESSA, EWT and WWF SA;
 - Council for Geoscience;
 - Department of Agriculture, Forestry and Fisheries: Directorate: Land Use and Soil Management;
 - Department of Energy;
 - Department of Environmental Affairs: Integrated Environmental Management;
 - Department of Environmental Affairs: Biodiversity Conservation;
 - Department of Health;
 - Department of Mineral Resources;
 - Department of Transport;
 - Department of Water and Sanitation;
 - National Energy Regulator of South Africa (NERSA)
 - SENTECH;
 - South African National Roads Agency Limited;
 - South African Heritage Resource Agency;
 - Square Kilometre Array (SKA);
 - WeatherSA; and
- Other national/ provincial departments where deemed necessary.

Where the need arises, focus group meetings will be arranged with representatives from the relevant national and provincial departments and local authorities. The purpose of these meetings will be to ensure that the authorities have a thorough understanding of the need for the project and that Aurecon has a clear understanding of the authority requirements.

A Public Participation Report will be included as an annexure to the Final Basic Assessment Report, which will include proof of the full PPP undertaken.

9. OTHER AUTHORISATIONS REQUIRED

Are there any other applications for Environmental Authorisation on the same property?		YES✓	NO
If YES, please indicate the following:			
Competent Authority	Department: Environmental Affairs		
Application Reference Number	-29.124801/18.658334		
Project Name	Proposed Veld PV South Solar Energy Facility and associated infrastructure on the remainder of Farm 53 Haramoep, near Aggeneys in the Northern Cape.		
Please provide details of the steps taken to ascertain this information: Veld PV South (Pty) Ltd (Veld PV South) proposes developing a 75 MW Photovoltaic (PV) solar energy facility on Haramoep (Remainder of Farm 53) in the Namakwa District Municipality approximately 20 km north-west of Aggeneys in the Northern Cape.			

Applications in terms of the National Environmental Management Act ("NEMA") & specific environmental management Acts ("SEMAS"):

LEGISLATION	AUTHORISATION REQUIRED		APPLICATION SUBMITTED	
	YES	NO	YES	NO
National Water Act (Act No. 36 of 1998)	YES	NO	YES	NO
National Environmental Management: Air Quality Act (Act No. 39 of 2004)	YES	NO	YES	NO
National Environmental Management: Biodiversity Act (Act No. 10 of 2004)	YES	NO	YES	NO
National Environmental Management: Integrated Coastal Management Act (Act No. 24 of 2008)	YES	NO	YES	NO
National Environmental Management: Protected Areas Act (Act No. 57 of 2003)	YES	NO	YES	NO
National Environmental Management: Waste Act (Act No. 59 of 2008)	YES	NO	YES	NO
Others: Please specify: Heritage	YES	NO	YES	NO

Please be advised that:

- If a Waste Management license is required in terms of the National Environmental Management: Waste Act, please contact the Department for guidance on the **Integrated Permitting System**. **An IPS application can only be lodged with this Department in the event that this Department is the Competent Authority for both the EIA and Waste related activities;**
- If Sections 7B and 7C of the National Environmental Management: Integrated Coastal Management Act is applicable to your proposed development, you are required to obtain pre-approval for a reclamation application prior to an Application for Environmental Authorisation being lodged with the Competent Authority;
- If Section 50(5) of the National Environmental Management: Protected Areas Act is applicable to your proposed development, you are required to obtain approval from the Management Authority prior to an Application for Environmental Authorisation being lodged with the Competent Authority; and
- If Section 38 of the National Heritage Resources Act (Act No. 25 of 1999) is applicable to your proposed development, you are requested to submit the Notice of Intent form to the relevant SAHRA or a Provincial Heritage Resources Authority and attach a copy to this form. If it is indicated that a Heritage Impact Assessment will be required, the Heritage Impact Assessment must be undertaken as one of the specialist studies of the EIA process to be undertaken in terms of the NEMA EIA Regulations, 2014, as amended.

10. LIST OF APPENDICES

		SUBMITTED	
APPENDIX 1	Copy of the pre-application meeting minutes	YES	NO
APPENDIX 2	Proof of Payment / Motivation for exclusion	YES	NO
APPENDIX 3	List of land owners (with contact details) and written consent of land owners.	YES	NO
APPENDIX 4	List of Local/Provincial Authority involved (with contact details)	YES	NO
APPENDIX 5	Strategic Infrastructure Projects	YES	NO
APPENDIX 6	List of SGIDs and coordinates	YES	NO
APPENDIX 7	Locality map	YES	NO
APPENDIX 8	Project schedule	YES	NO
APPENDIX 9	Declaration of Applicant	YES	NO
APPENDIX 10	Declaration of EAP and undertaking under oath or affirmation	YES	NO

**APPENDIX 1
COPY OF THE PRE-APPLICATION MEETING MINUTES**

APPENDIX 1

COPY OF THE PRE-APPLICATION MEETING MINUTES

Aurecon South Africa (Pty) Ltd
 Reg No 1977/003711/07
 Aurecon Centre
 1 Century City Drive
 Waterford Precinct
 Century City
 Cape Town 7441
 PO Box 494
 Cape Town 8000
 South Africa

T +27 21 526 9400
F +27 21 526 9500
E capetown@aurecongroup.com
W aurecongroup.com



Meeting Record

Project number	113087	Meeting date	18 November 2016
Project name	Namakwa 300MW combined solar technology facility EIA	Recorded by	PR
Meeting/subject	Pre-Application meeting with DEA	Total pages	3

Present	Apology	Copy	Name	Organisation	Contact details
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kirsten Jones	Aurecon	kirsten.jones@aurecongroup.com
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Simon Clark	Aurecon	simon.clark@aurecongroup.com
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pearl Rakeepile	Aurecon	pearl.rakeepile@aurecongroup.com
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jason Cope	Veld Renewables	jcope@veldrenewables.co.za
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mahlatse Shubane	Department of Environmental Affairs	MShubane@environment.gov.za

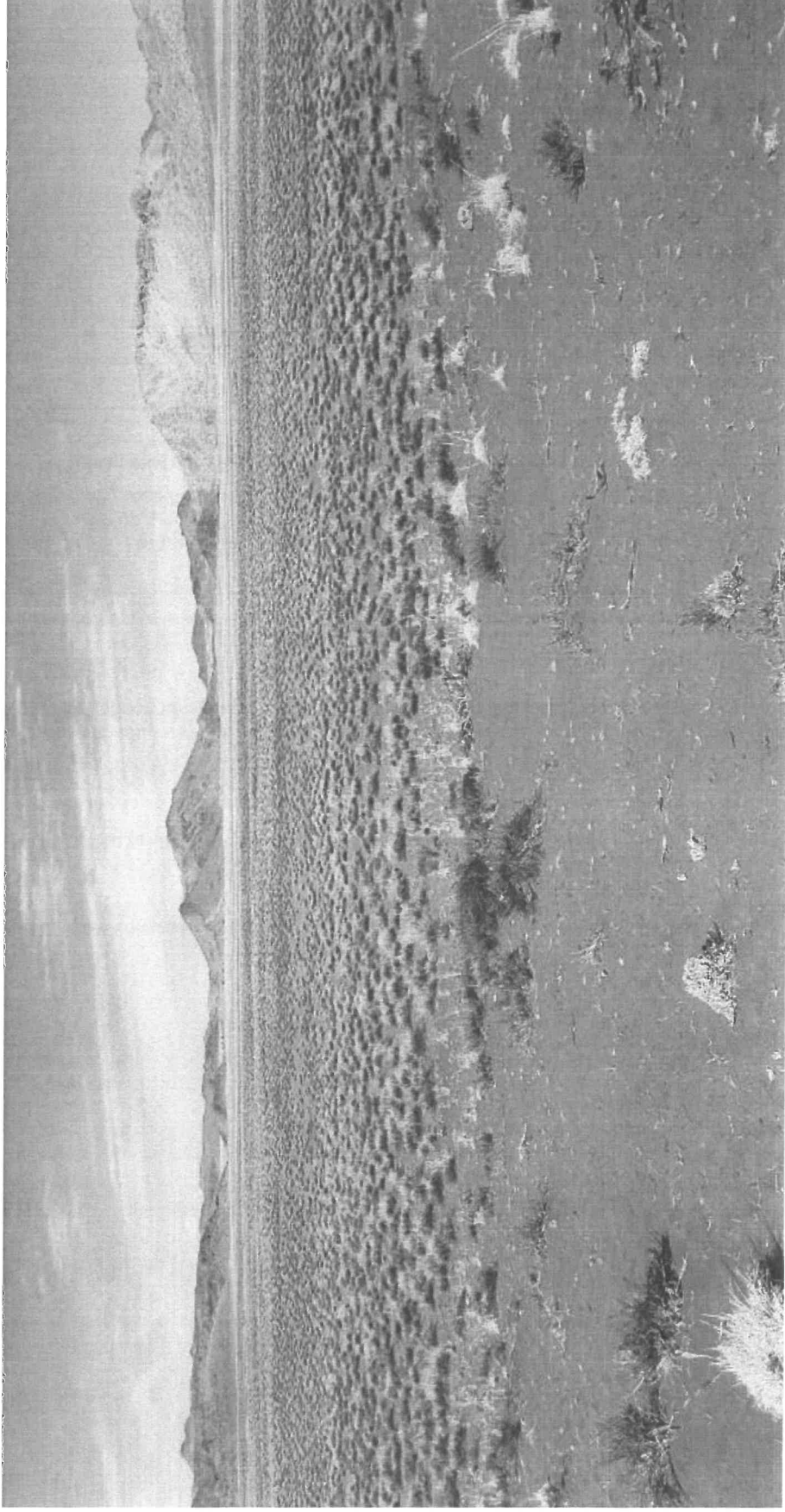
Item	Topic	Attendee
1	Introductions and Agenda	
	Introductions were made around the table and SC provided a general agenda of the meeting.	SC
2	Project Overview	
	The project overview was provided by JC. Veld has formed a Joint Venture with Nordic. The search for this site was extensive and based on grid capacity and the solar resource. The project is in a REDZ area and the location chosen is from a build and technical standpoint, believed to be a good renewable location with a potential high yield of power.	
	A total of 300MW is proposed being realistic in the context of future capacity. A single 150 MW CSP, and 2 x 75 MW PV arrays are proposed. PV South is proposed adjacent to CSP to share infrastructure. PV North is a standalone facility with a proposed 220 kV powerline, loop in and loop out connection.	JC
	It is recognised that this project would be in advance of the approved REDZ process but the intention is to commence earlier anyway.	
	The proposed layouts of the facilities were discussed.	SC
	MS asked for an elaboration about the consolidated process.	MS
	JC added that the aim is to run things concurrently.	JC
3	Listed Activities	
	The aim is to have 3 separate Applications for Environmental Authorisation, therefore 3 separate Scoping Reports, and 3 EIR's, with a shared PPP process.	SC
	JC reiterated that each site would be assessed based on its own merits.	JC
	The listed activities were broadly discussed.	SC
	JC noted that the amount of thermal storage for the CSP has not yet been determined.	JC
	MS pointed out that at this early stage in the process it would not be a problem, but that the thermal storage capacity should be specified in the EIA. When describing the identified listed activities, the specifications should be provided in terms of the thresholds. For example, the volumes, areas, MW etc should be provided.	MS

Item	Topic	Attendee
	SC queried whether the application and the draft SR can be submitted together for each application. This was agreed by MS.	SC
4	Cumulative Impacts	
	SC asked for confirmation of the 30km radius for assessing cumulative effects. MS confirmed that it a 30km radius was required.	SC
5	Alternatives	
	JC added that the process for evaluation of location alternatives will be written up as a report as various sites were considered. This site was considered to be the best site in Namakwa.	
	In terms of routing, 3 potential water routing alternatives are being considered. One runs south of Aggeneys within the Eskom servitude with the possibility of selling the water to the mine, or possibly purchasing water from the mine as they have an abstraction licence. Alternatively pipe the water from the Orange River via a proposed pipeline. The Department of Water and Sanitation will be consulted from the beginning in this regard.	JC
	It was acknowledged that CSP is a new technology and there are lessons emerging from projects elsewhere. We will be taking these into consideration in the design. For example, it has been found that small animals may get trapped in the holding dams etc and this can be mitigated by design.	JC
	In terms of transmission connection, it was noted that for the southern sites a loop in loop out connection would be proposed. However for Veld PV North a transmission line of approximately 3km would be required. It was queried if this can be included in the same application for PV North.	SC
	It was agreed by MS that the transmission line could be included in the application for Veld PV North.	MS
	JC queried whether the responsibility could be transferred to Eskom, if it should be a separate BA process. But he said that we would assume that Veld would take responsibility for the line in terms of ownership and maintenance.	JC
6	Peer Review	
	SC mentioned that an independent peer review is proposed as Aurecon engineers would be involved in the design of the CSP. However, they are not involved in the two PV applications and therefore no peer review is necessary for these.	SC
	MS was in agreement.	MS
7	Stakeholder Consultation	
	SC presented the list of proposed stakeholders.	SC
	MS stated that Birdlife South Africa must be included.	MS
	SC noted that they had been engaged already through the avifauna specialist Chris van Rooyen.	SC
	KJ asked if PPP meeting would be required as the site is in a remote area. SC added that perhaps the PPP meeting can be advertised and dependent on the I&AP's responses. MS agreed that the meeting should be advertised to provide the opportunity to participate and if there was insufficient interest, it could be considered unnecessary.	KJ
8	Environmental sensitivities of the study area	
	Mapping was provided in the presentation depicting that the site was located in: <ul style="list-style-type: none"> • Important Bird Area (IBA) • National Protected Area Expansion Strategy (NPAES) focus area; • Critical Biodiversity Area (CBA) and Ecological Support Area (ESA); and • An ephemeral National Freshwater Ecosystem Priority Areas (NFEPA) river (the Veld PV South site). 	SC
	The environmental sensitivity identification and the Namakwa DM Biodiversity summary was discussed.	SC

Item	Topic	Attendee
9	Proposed Specialist Studies	
	<p>The proposed specialist studies was provided as follows:</p> <ul style="list-style-type: none"> • Agricultural Impact Assessment; • Aquatic Ecology Impact Assessment; • Avifauna Impact Assessment (including monitoring); • Botanical/ Ecological Impact Assessment; • Heritage Impact Assessment (including archaeology); • Palaeontology comment/assessment; • Stormwater Management Assessment; • Visual Impact Assessment; and • Socio-economic Assessment. 	SC
	MS stated that he could not comment as he was unfamiliar with the site.	MS
	JC added that the socio-economic study which is often separate had been included in the studies as they anticipate about 60 staff members to work on the sites and it is intended to recruit members from the local communities where possible, so that there are local benefits.	MS
	SC noted that the Draft avifauna guidelines for solar are being considered even though they aren't approved officially. This requires 4 seasons of monitoring. They are more relevant to CSP than PV due to the nature of the potential impacts. The guidelines are however not finalised yet.	SC
	Note: Subsequent to the meeting it has been confirmed that trough technology requires only 6 months of monitoring as it falls within regime 2 of the draft guidelines.	
	JC queried the legal status of the guidelines and whether they apply if still in draft form.	JC
	MS recommended that they should be followed.	MS
	SC confirmed that input was being sought from BirdLife SA and we would work closely with them.	SC
10	Schedule	
	The schedule was proposed and it was noted that the application would be submitted either this year or early 2017.	SC
11	DEA Questions or Inputs	
	MS had no further questions or inputs. Meeting closed.	MS

**PROPOSED NAMAKWA SOLAR FARM, CONSISTING OF
150 MW OF CONCENTRATED SOLAR POWER, AND TWO
75 MW OF PHOTOVOLTAIC SOLAR POWER, NAMAKWA,
NORTHERN CAPE**

Pre-application Meeting DEA: 18 November 2016



aurecon

VELD
RENEWABLES

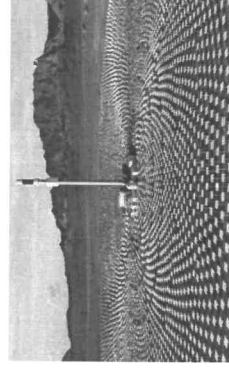
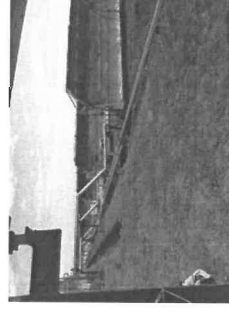
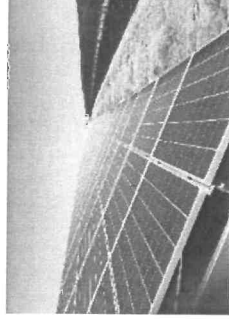
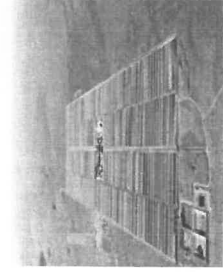
Agenda

- Introductions
- Project Overview
- Scoping Process Requirements
- EIA Process Requirements
- Listed Activities
- PPP and Stakeholder Consultation
- Specialist Studies
- Indicative Project Schedule
- DEA Comments and Requirements

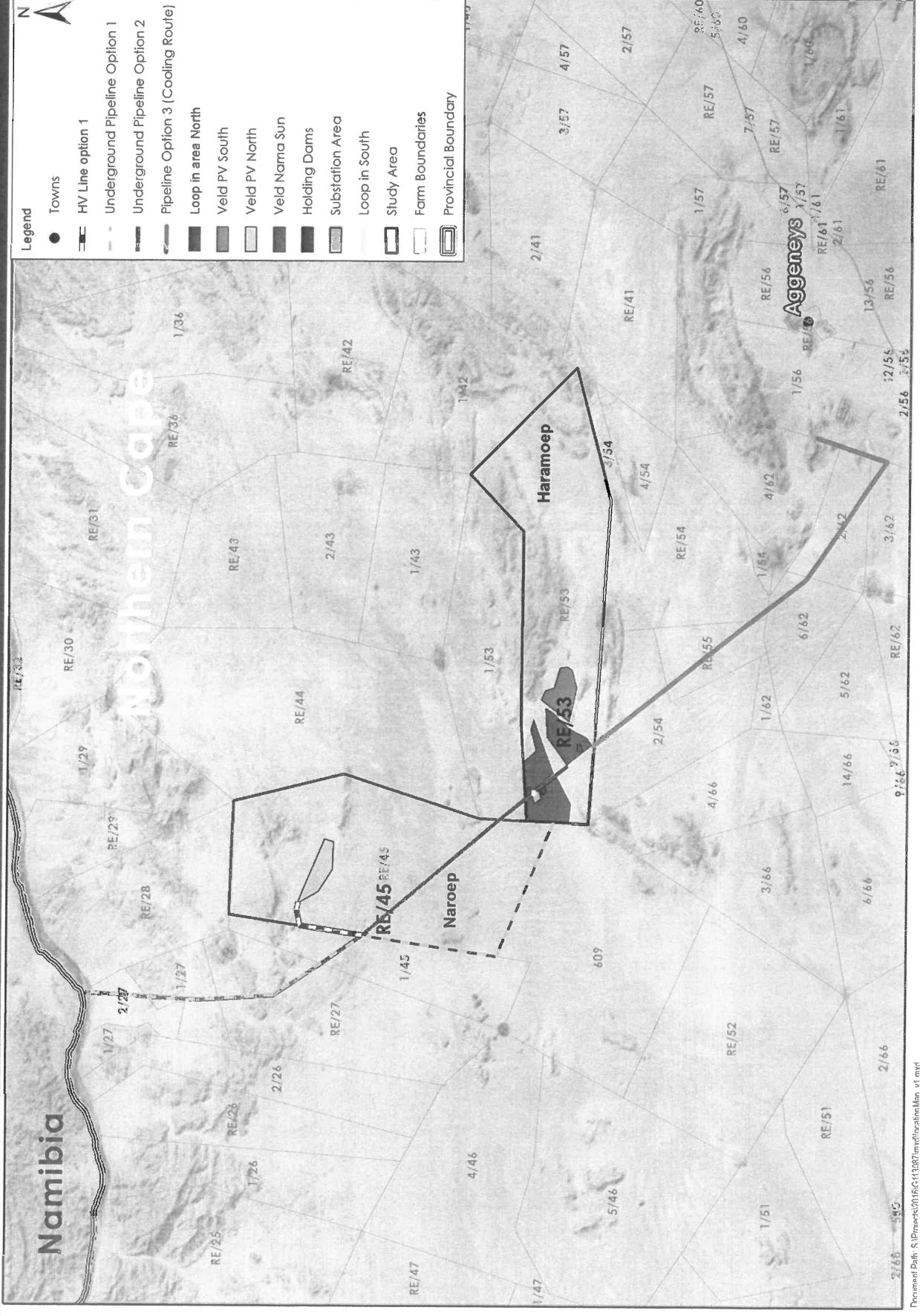
Project Overview

Veld Solar One (Pty) Ltd (Veld) proposes developing three solar sites approximately 20 km north-west of Aggeneys in the Northern Cape. The development has been designed with the intention that the facilities would make up a consolidated solar development and would utilise shared infrastructure where possible to minimise their overall footprint. The sites fall within the Draft Phase 1 Springbok Renewable Energy Development Zone (REDZ). The solar farm would consist of a 150 MW Concentrated Solar Power Facility and two Photovoltaic (PV) Facilities of 75 MW .

Solar Farm Name	MW	Farm Name	Farm Number	SG 21 Digit Code
Veld PV North	75 MW	NAROEPP	45	C05300000000045000
Veld PV South	75 MW	HARAMOEP	RE/53	C0530000000005300000
Veld Nama Sun (CSP)	150 MW	HARAMOEP	RE/53	C0530000000005300000



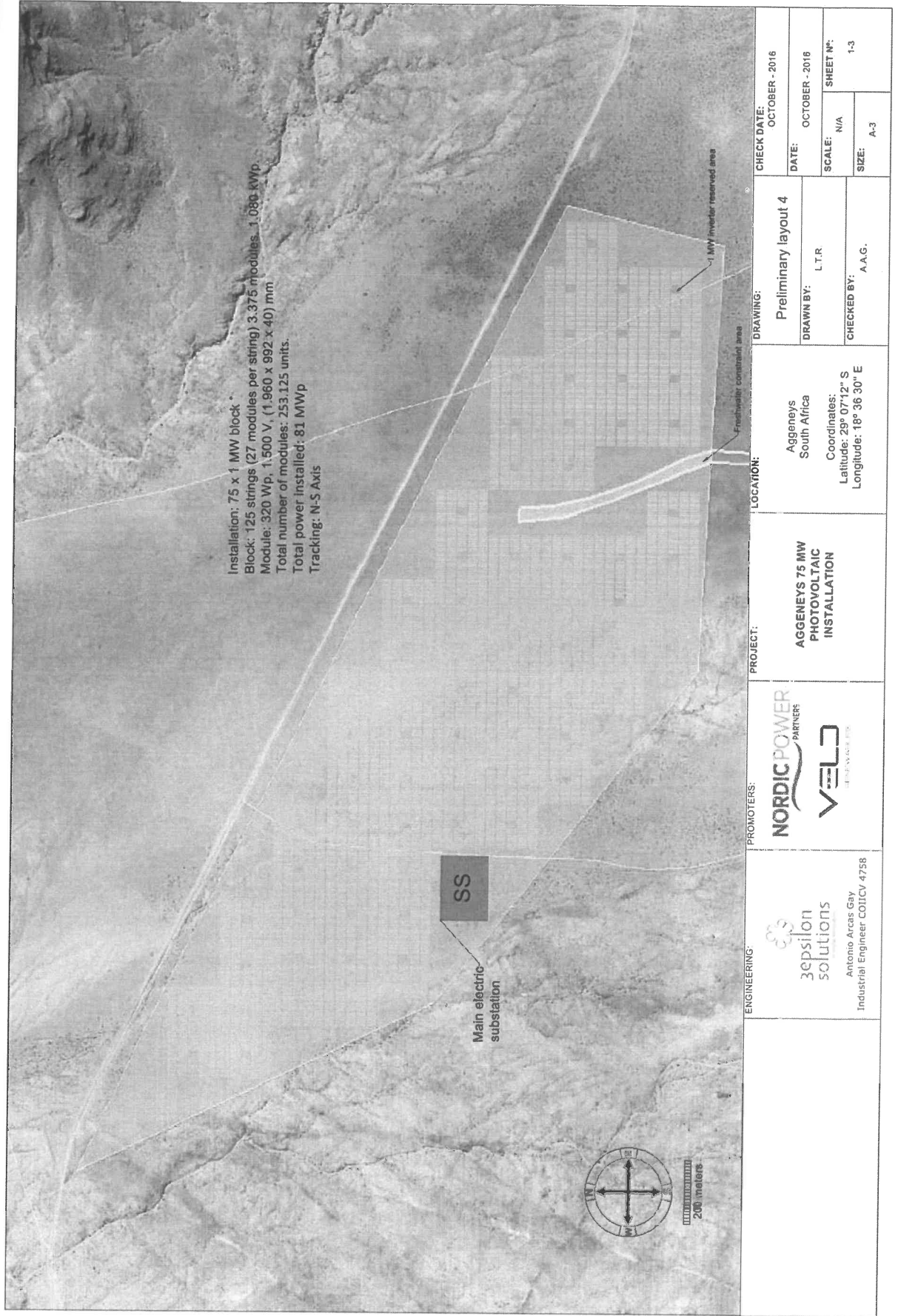
Proposed Location



Proposed PV Solar Farms (2 x 75 MW)

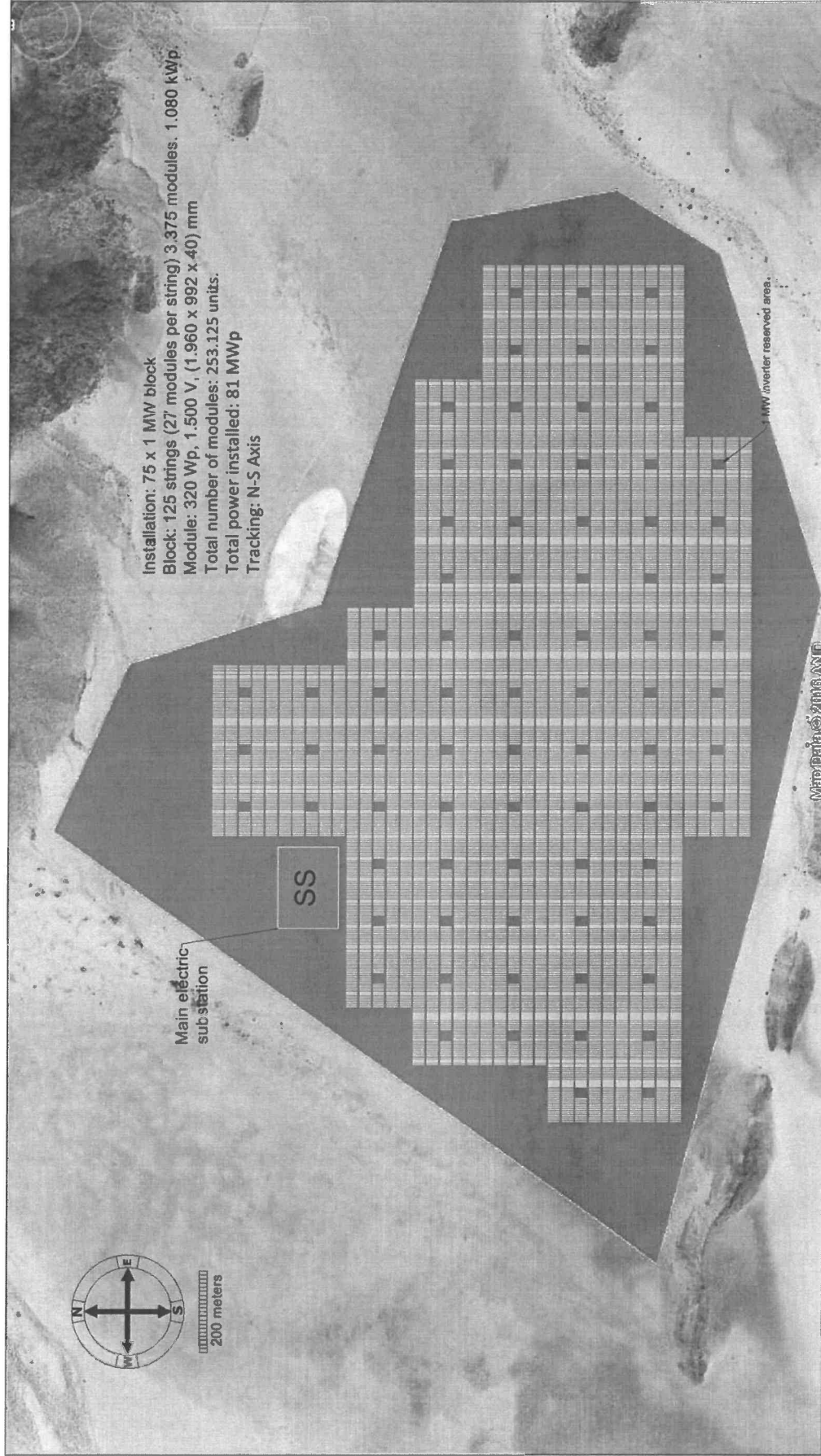
- A **photovoltaic component**, comprising numerous rows of PV modules mounted on steel fixed or tracking mounts and footings (concrete or driven into the ground) with associated support infrastructure to generate two times 75 Mw_{ac} ~280 ha per farm;
- **On-site substations**, including;
 - **Inverters**, to convert the direct current (DC) generated by the PV modules into alternating current (AC);
 - **Transformers**, to step up the 33 kV power generated by the inverters to 132 kV to connect to existing 132 kV overhead transmission lines;
- **Underground cabling** to connect the PV modules to the on-site substation and inverters;
- **Internal access roads** for servicing and maintenance of the site;
- **External access roads** from the N14 to gain access to the PV facility;
- **Access control gates** and guardhouses;
- **Stormwater infrastructure**;
- **Water supply**;
- **Laydown area** for use during construction;
- **Central control building**;
- **Conservancy tank** for storage of sewage;
- **Weather stations** within the site and along the fenced perimeter of the site; and
- **Perimeter and internal fencing**.

Proposed Layout – Veld PV North

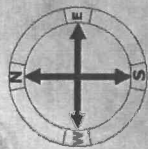


PROMOTERS: 	PROJECT: AGGENEYS 75 MW PHOTOVOLTAIC INSTALLATION	LOCATION: Aggeneys South Africa Coordinates: Latitude: 29° 07'12" S Longitude: 18° 36' 30" E	DRAWING: Preliminary layout 4		CHECK DATE: OCTOBER - 2016
			ENGINEERING: Antonio Arcas Gay Industrial Engineer COLICV 4758	DRAWN BY: L.T.R.	DATE: OCTOBER - 2016
			CHECKED BY: A.A.G.	SIZE: A-3	

Proposed Layout – Veld PV South






Installation: 75 x 1 MW block
 Block: 125 strings (27 modules per string) 3,375 modules, 1,080 kWp
 Module: 320 Wp, 1,500 V, (1,960 x 992 x 40) mm
 Total number of modules: 253,125 units.
 Total power installed: 81 MWp
 Tracking: N-S Axis



Main electric substation

SS

1 MW inverter reserved area.

PROMOTERS:  	PROJECT: AGGENEYS 75 MW PHOTOVOLTAIC INSTALLATION	LOCATION: Aggeneys South Africa Coordinates: Latitude: 29° 07' 12" S Longitude: 18° 36' 30" E	DRAWING: Preliminary layout 3	CHECK DATE: OCTOBER - 2016
			ENGINEERING:  Antonio Arcas Gay Industrial Engineer COIICV/ 4758	DATE: OCTOBER - 2016
		CHECKED BY: A.A.G.		SIZE: A-3

Proposed CSP Farm (150 MW)

- **CSP** component consisting of 3 Power Blocks ~ 500 ha;
- **Thermal storage tanks** required for up to 12 hours of capacity;
- **On-site substations**, including;
 - **Inverters**, to convert the direct current (DC) generated by the CSP into alternating current (AC);
 - **Transformers**, to step up the 33 kV power generated by the inverters to 132 kV to connect to existing 132 kV overhead transmission lines;
- **Underground cabling** to connect the CSP modules to the on-site substation and inverters;
- **Internal access roads** for servicing and maintenance of the site;
- **External access roads** from the N14 to gain access to the solar facility;
- **Access control gates** and guardhouses;
- **Stormwater infrastructure**;
- **Water supply** and cooling pipeline and associated infrastructure;
- **Laydown area** for use during construction;
- **Central control building**;
- **Conservancy tank** for storage of sewage;
- **Weather stations** within the site and along the fenced perimeter of the site; and
- **Perimeter and internal fencing.**

Listed Activities in Terms of NEMA GN No. 983, 984 and 985, 8 Dec 2014

NO.	LISTED ACTIVITY	ASPECT OF PROJECT
11	<p>The development of facilities or infrastructure for the transmission and distribution of electricity –</p> <p>(i) outside urban areas or industrial complexes with a capacity of more than 33 but less than 275 kV;</p>	<p>An on-site collector substation will be required for the Veld PV South and Veld PV North sites. Panels will be linked to each other and the on-site substation via overhead and/or subterranean medium voltage cables (~33 kV).</p>
12	<p>The development of –</p> <p>(x) buildings exceeding 100 m² in size;</p> <p>(xii) infrastructure or structures with a physical footprint of 100 m² or more;</p> <p>Where such development occurs –</p> <p>(a) within a watercourse;</p> <p>(c) if no development setback exists, within 32 m of a water course, measured from the edge of a watercourse; -</p>	<p>Drainage lines are likely to be scattered across the proposed site and one or more roads and or other infrastructure is likely to cross these lines or be within 32 m thereof.</p>
13	<p>The development of facilities or infrastructure for the off-stream storage of water, including dams and reservoirs, with a combined capacity of 50,000 cubic metres or more, unless such storage falls within the ambit of activity 16 in Listing Notice 2 of 2014.</p>	<p>The CSP farm will require raw water and waste water storage ponds.</p>
14	<p>The development of facilities or infrastructure, for the storage, or for the storage and handling, of a dangerous good, where such storage occurs in containers with a combined capacity of 80 cubic metres or more but not exceeding 500 cubic metres.</p>	<p>A utility scale thermal storage facility contains Heat Transfer Fluid (HTF) in excess of 80 cubic metres. This activity will thus be triggered for the CSP facility only.</p>
19	<p>The infilling or depositing of any material of more than 5 m³ into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 5 m³ from -</p> <p>(i) a watercourse;</p>	<p>The infilling or depositing of any material of more than 5 m³ into a watercourse may be triggered with the construction of internal service roads or cables across drainage lines.</p>

Listed Activities in Terms of NEMA GN No. 983, 984 and 985, 8 Dec 2014

NO.	LISTED ACTIVITY	ASPECT OF PROJECT
24	<p>GN R983, 8 December 2014 – LISTING NOTICE 1</p> <p>The development of - (ii) a road with a reserve wider than 13.5 metres, or where no reserve exists where the road is wider than 8 metres;</p>	<p>Permanent roads of sufficient width (~8 m) for delivery and construction vehicles may be required for the proposed solar farm.</p>
25	<p>The development and related operation of facilities or infrastructure for the treatment of effluent, wastewater or sewage with a daily throughput capacity of more than 2,000 m³ but less than 15,000 m³</p>	<p>Evaporation ponds for the recycling of contaminated water would need to be constructed.</p>
28	<p>Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture or afforestation on or after 1 April 1998 and where such development: (ii) will occur outside an urban area, where the total land to be developed is bigger than 1 ha.</p>	<p>The proposed farm on which the project is proposed is still being used for livestock grazing (mostly sheep) and the development footprint is greater than 1 ha.</p>
56	<p>The widening of a road by more than 6 m, or lengthening of a road by more than 1 km – (ii) where no reserve exists, where the existing road is wider than 8 m.</p>	<p>Access roads of approximately 6-10 m in width would be required to develop the proposed solar farm and in combination would exceed 1 km. Existing roads would be used as far as practically possible and feasible, but would likely require widening by more than 6 m.</p>

Listed Activities in Terms of NEMA GN No. 983, 984 and 985, 8 Dec 2014

NO.	LISTED ACTIVITY	ASPECT OF PROJECT
GN R984, 8 December 2014 - LISTING NOTICE 2		
1	The development of facilities or infrastructure for the generation of electricity from a renewable resource where the electricity output is 20 MW or more, excluding where such development of facilities or infrastructure is for photovoltaic installations and occurs within an urban area.	Veld PV South will have a generation capacity of 75 MW. Veld PV North will have a generation capacity of 75 MW. Veld Nama Sun will have a generation capacity of 150 MW.
4	The development of facilities or infrastructure, for the storage, or storage and handling of a dangerous good, where such storage occurs in containers with a combined capacity of more than 500 cubic metres.	A thermal storage facility contains HTF in excess of 500 cubic metres. This activity will thus be triggered. This activity will thus be triggered for the CSP facility only.
6	The development of facilities or infrastructure for any process or activity which requires a permit or license in terms of national or provincial legislation governing the generation or release of emissions, pollution or effluent, excluding— (i) activities which are identified and included in Listing Notice 1 of 2014; (ii) activities which are included in the list of waste management activities published in terms of section 19 of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) in which case the National Environmental Management: Waste Act, 2008 applies; or (iii) the development of facilities or infrastructure for the treatment of effluent, wastewater or sewage where such	The CSP farm will possibly require a boiler with a size bigger than 50 MW that triggers the requirement for an Air Emissions License.
15	The clearance of an area of 20 hectares or more of indigenous vegetation.	Physical alteration of undeveloped land for industrial use would take place. The total area to be transformed is: ~280 ha for Veld PV South ~280 ha for Veld PV North ~ 500 ha for Veld Nama Sun
16	The development of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 m or higher or where the high-water mark of the dam covers an area of 10 ha or more.	The CSP will require water storage dams with a wall in excess of 5 metres in height. Furthermore the CSP may require waste storage facilities which may be in excess of 10 hectares collectively.

Listed Activities in Terms of NEMA GN No. 983, 984 and 985, 8 Dec 2014

NO.	LISTED ACTIVITY	ASPECT OF PROJECT
2	<p>GN R985, 8 December 2014 - LISTING NOTICE 3</p> <p>The development of reservoirs for bulk water supply with a capacity of more than 250 cubic metres.</p> <p>(a) In Free State, Limpopo, Mpumalanga and Northern Cape provinces:</p> <p>iii. Outside urban areas, in:</p> <p>(aa) National Protected Area Expansion Strategy Focus areas;</p> <p>(bb) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority;</p> <p>(dd) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;</p>	<p>The CSP will require water and waste water storage dams in excess of 250 m³.</p>
4	<p>The development of a road wider than 4 metres with a reserve less than 13,5 metres.</p> <p>(a) In Free State, Limpopo, Mpumalanga and Northern Cape provinces:</p> <p>ii. Outside urban areas, in:</p> <p>(bb) National Protected Area Expansion Strategy Focus areas;</p> <p>(cc) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority;</p> <p>(ee) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans.</p>	<p>The construction of a road wider than 4 m with a reserve less than 13.5 m (no reserve) might be required outside the urban area and within an area containing indigenous vegetation.</p>

Listed Activities in Terms of NEMA GN No. 983, 984 and 985, 8 Dec 2014

NO.	LISTED ACTIVITY	ASPECT OF PROJECT
10	<p>The development of facilities or infrastructure for the storage, or storage and handling of a dangerous good, where such storage occurs in containers with a combined capacity of 30 but not exceeding 80 cubic metres.</p> <p>(a) In Free State, Mpumalanga and Northern Cape provinces;</p> <p>ii. Outside urban areas, in:</p> <p>(bb) National Protected Area Expansion Strategy Focus areas;</p> <p>(cc) Sensitive areas as identified in an environmental management framework as contemplated in chapter 5 of the Act and as adopted by the competent authority;</p> <p>(ee) Critical biodiversity areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans;</p> <p>(ii) Areas on the watercourse side of the development setback line or within 100 metres from the edge of a watercourse where no such setback line has been determined.</p>	<p>The thermal storage facility contains HTF in excess of 500 cubic metres. This activity will thus be triggered.</p>
12	<p>The clearance of an area of 300 square metres (m²) or more of indigenous vegetation except where such a maintenance management plan.</p> <p>(d) In Northern Cape:</p> <p>(ii) Within critical biodiversity areas as identified in bioregional plans;</p>	<p>The clearance of more than 300 m² of indigenous vegetation will likely be required for the solar farm.</p>

EIA Applications

- Three EIA applications in one EIA process
 - One CSP and two PV Solar farms; and
 - Associated infrastructure.



- Shared PPP (notices, adverts, meetings etc)

Cumulative Impacts

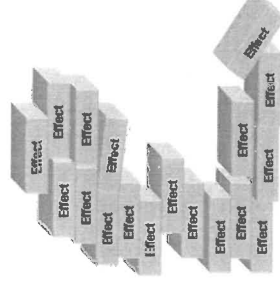
Cumulative effects are commonly understood to be impacts from different projects that combine to result in significant change, which could be larger than the sum of all the individual impacts. The assessment of cumulative effects therefore will be considered for all renewable energy developments (wind and solar) within a 30km radius of the proposed site.

Developments that would be considered here include:

- Developments undergoing an Environmental Impact Assessment process;
- Developments which have received Environmental Authorisation; and
- Developments under construction.

Cumulative scenarios would include:

- Assessing the three solar farms as one development and assessing surrounding developments; and
- Assessing each solar farm individually and surrounding developments.



Feasible and Reasonable Alternatives

The Scoping Phase will screen alternatives to derive a list of feasible alternatives which will be assessed in detail in the EIA Phase. The following types of alternatives will be considered to be the most pertinent to the proposed projects:

- **Location alternatives:** Alternative locations for the entire projects proposal or for components of the projects proposal.
- **Activity (type) alternatives:** Requires a change in the nature of the proposed activity.
- **Layout alternatives:** Site layout alternatives in terms of scale and magnitude.
- **Routing alternatives:** Pipelines and transmission lines (Separate BAR TBC by Eskom).
- **Technology alternatives:** Consideration of different types of technology used.

• **No-Go Alternative:** Consideration of not developing the projects.



Independent Peer Review

- Aurecon Engineers have been appointed to provide technical consulting services on the proposed CSP solar farm.
- The promulgation of the 2014 NEMA Regulations on 8 December 2014 provides the opportunity for “in-house” Engineers and EAPs to work together on projects, provided that a second independent EAP is employed by the Proponent to review the work in terms of independence.
- An independent peer review will be undertaken.
- Peer review of the two 75 MW PV solar farms will not be required as the design team has no affiliation with Aurecon.

Stakeholder Consultation

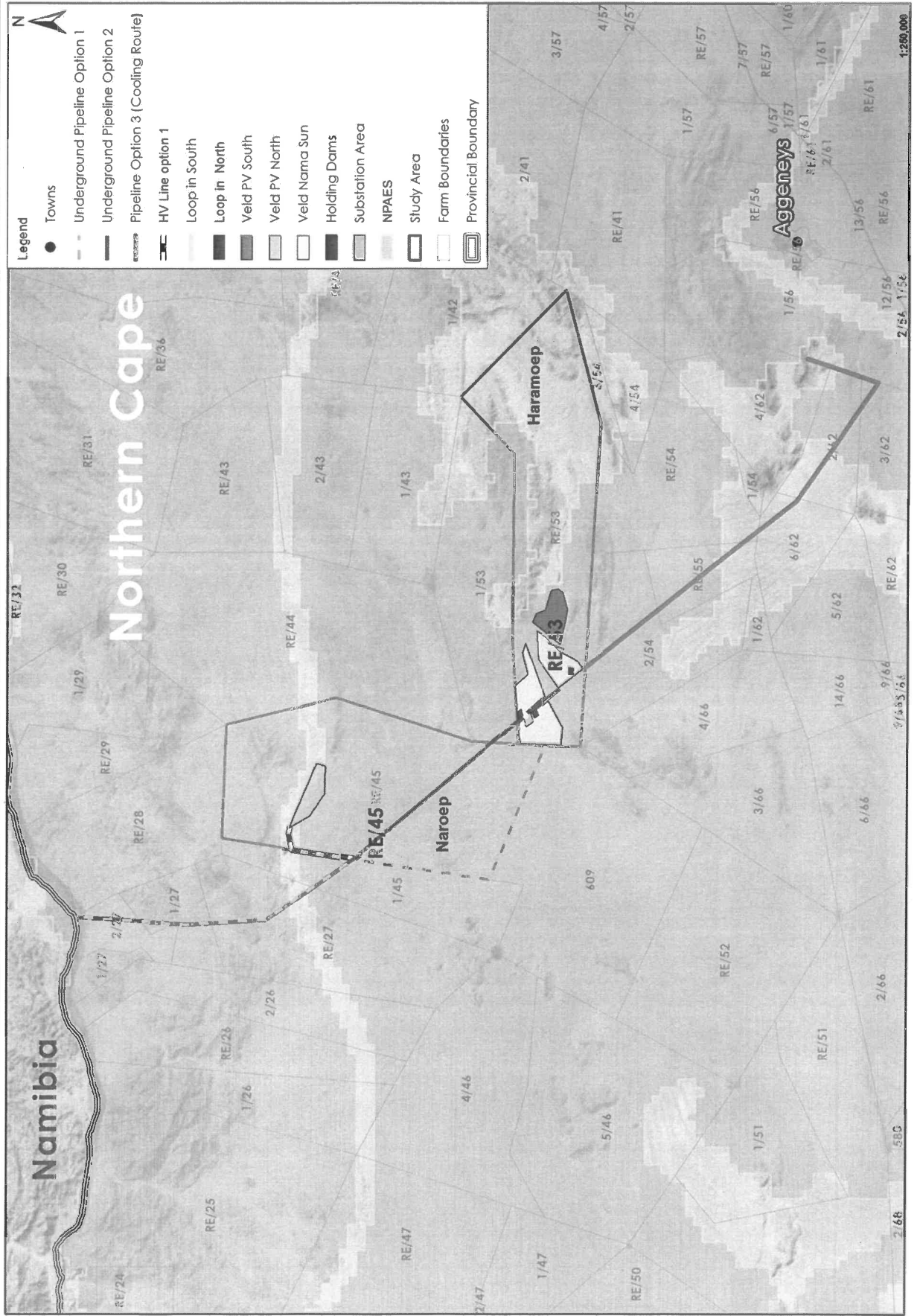
- Department of **Agriculture**;
- Department of **Energy**;
- Department of **Mineral Resources**;
- Northern Cape Department of **Environmental Affairs and Nature Conservation**;
- **Eskom**;
- Department of **Water and Sanitation**;
- Provincial and District **Roads** Departments;
- **South African Heritage Resources Agency**;
- **Northern Cape Heritage Authority** (Ngwao Boswa Kapa Bokone);
- Other **national/provincial departments** where deemed necessary;
- Square Kilometre Array (**SKA**) South Africa; and
- **Local government authorities**, including the **Namakwa District Municipality**; Khai-Ma and Nama Khoi Local Municipalities.

Preliminary Environmental Sensitivity Identification

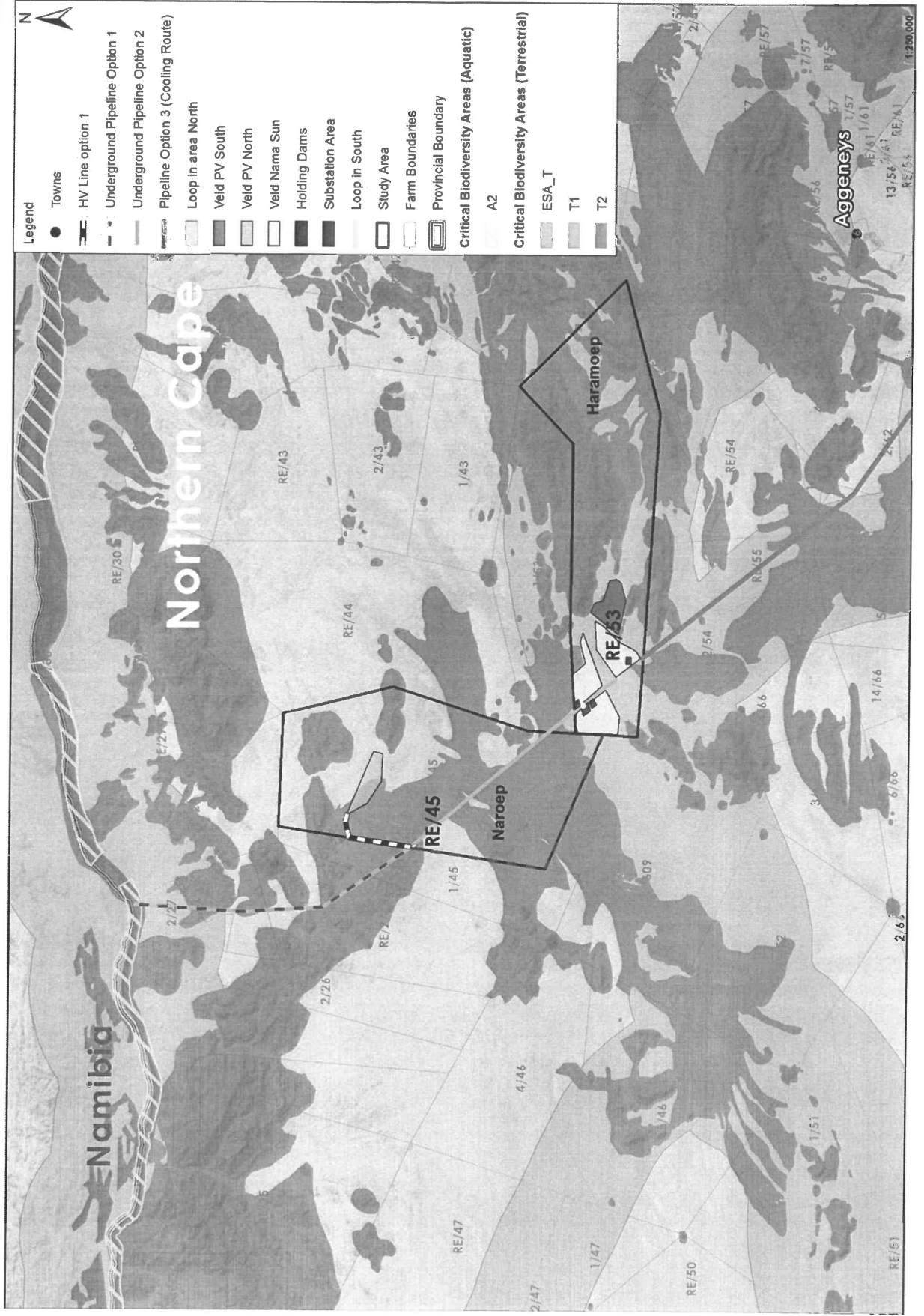
The site falls within the following:

- The Mattheus-Gat Conservation Area (proposed), **Important Bird Area (IBA)**
- The Kamiesberg Bushmanland Augrabies **National Protected Area Expansion Strategy (NPAES) focus area**
- A **Critical Biodiversity Area (CBA)**:
 - CBA T2 – areas in the terrestrial environment identified by experts as being important for biodiversity; and
 - CBA LOR (A2) - as a near natural important aquatic habitat in the lower Orange River
- The site also falls in an **Ecological Support Area (ESA)**:
 - ESA T – a whole landscape-level biodiversity corridor network aimed at retaining connectivity between all geographic areas in the district and nationally
- An ephemeral **National Freshwater Ecosystem Priority Areas (NFEPA) river** traverses the Veld PV South site

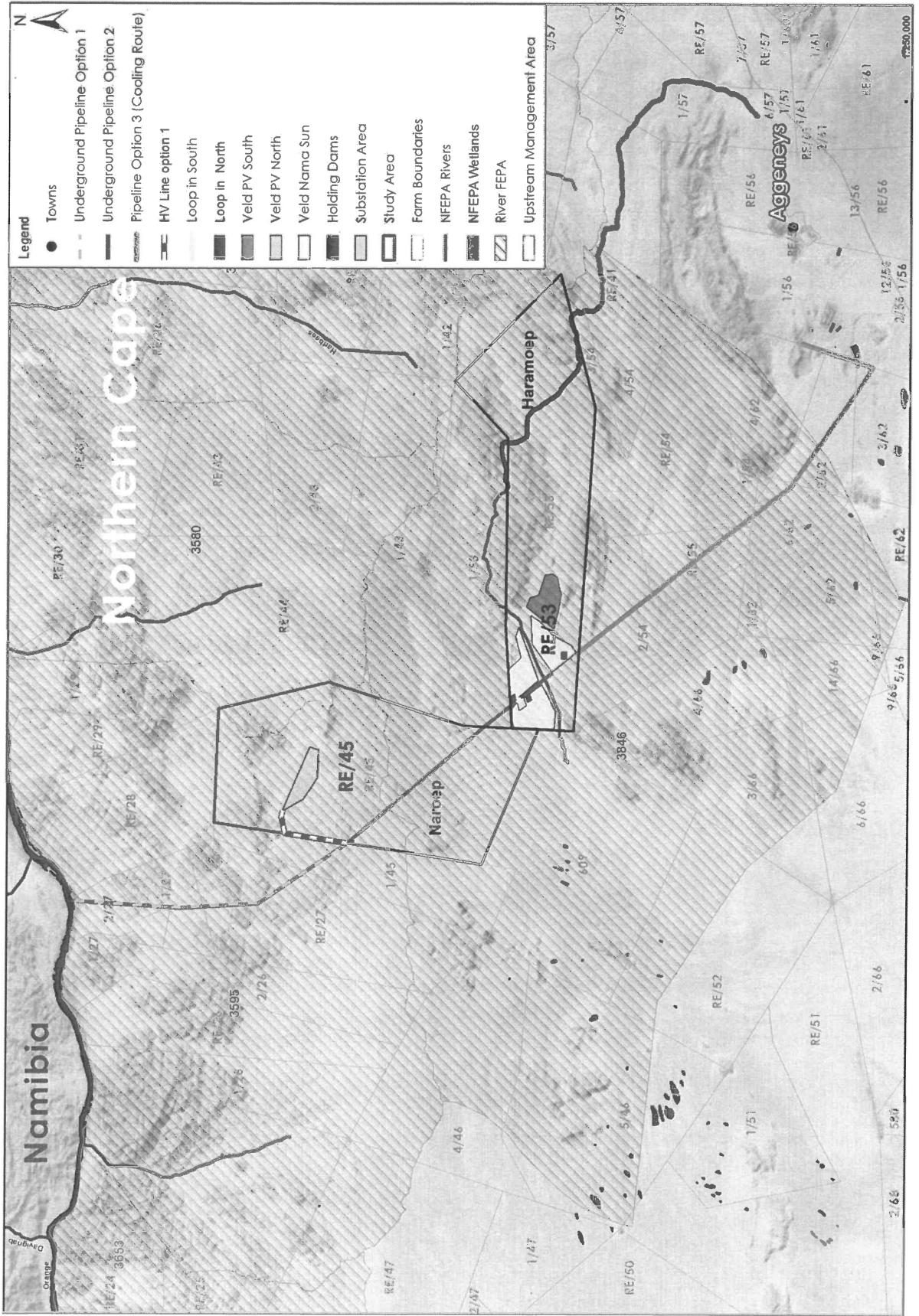
Preliminary Environmental Sensitivity Identification – NPAES focus area



Preliminary Environmental Sensitivity Identification - CBAs



Preliminary Environmental Sensitivity Identification - NFEPAs



Namakwa District Municipality Biodiversity Summary

- **Areas remaining natural 245,7403.6 ha (99.2%);**
- **Areas where no natural habitat remains 19,012.2 ha (0.8%);**
- **Three reserves covering 64,146.6 ha (2.6%);**
- **There are no Ramsar sites;**
- **Three biomes;**
- **18 vegetation types;**
- **23 rivers;**
- **2811 wetlands covering 180,720.1 ha (7.3%);**
- **No Critically Endangered (CR) Ecosystems;**
- **No Endangered (EN) Ecosystems; and**
- **No Vulnerable (VU) Ecosystems.**

Specialist Studies

Based on knowledge and experience of the study area and the particular nature of the activity, the following specialist studies are considered to be sufficient to inform the EIA process:

- **Agricultural Impact Assessment;**
- **Aquatic Ecology Impact Assessment;**
- **Avifauna Impact Assessment (including monitoring);**
- **Botanical/ Ecological Impact Assessment;**
- **Heritage Impact Assessment (including archaeology);**
- **Palaeontology comment/assessment;**
- **Stormwater Management Assessment;**
- **Visual Impact Assessment; and**
- **Socio-economic Assessment.**

Avifauna Pre-construction Monitoring

- Avifaunal monitoring will commence in December 2016 covering four seasons.

Proposed Programme

Tasks	Time period (statutory in green)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Pre-Application Consultation with DEA	30 days	█	█											
Compile Scoping Report	Max 60 days	█	█	█										
Submit Application form/s to DEA	One week													
Submit Scoping Report for a 30 day public comment	30 days 44 days													
Submit Scoping Report to DEA for decision-making	One week													
DEA decision-making period for accepting/rejecting Scoping Report	43 days						█							
DEA to accept Scoping Report OR Refuse Scoping Report	N/A						█							
Compile EIA Report	Max 60 days													
Submit EIA Report for 30 day public comment	30 days 106 days													
Submit EIA Report to DEA for decision-making (107 days)	Two weeks 107 days													
DEA decision-making period for making a decision on the EIA Report														
DEA Grant Environmental Authorisation OR Refuse Environmental Authorisation	N/A													
Notify I&APs of decision	12 days													
Appeal Period (20 days)	20 days													

Way Forward

- Questions
- DEA: inputs, requirements, and recommendations

Thank you

aurecon

APPENDIX 2

PROOF OF PAYMENT/ MOTIVATION FOR EXCLUSION



NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

Date Actioned : 24 Oct 2019
Time Actioned : 10:56:32
Trace ID : VODSJBB5XB4F

Payer Details

Payment From : Veld Namakwa Projects
Cur/Amount : ZAR2,000.00

Payee Details

Recipient/Account No : . . . 240072
Name : Dea Application
Bank : ABSA Bank
Branch Code : 632005
Reference : -29.124801/18.658334

END OF NOTIFICATION

To authenticate this Payment Notification, please visit the First National Bank website at fnb.co.za, select Contact Us+Tools and then select "Verify Payment" and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

**APPENDIX 3
LIST OF LAND OWNERS
WRITTEN CONSENT OF LAND OWNERS**

Name of the landowner:	Mr A De Waal (Haramoep, Farm no.53) for new and preferred site		
Name of contact person for landowner (if other):	Mr A De Waal		
Postal address:	PO Box 424, Springbok		
Postal code:	8240	Cell:	-
Telephone:	054 933 0819	Fax:	-
E-mail:	-		

OPTION AGREEMENT

entered into between

Haramcep B.K. / Boerdely
Reg. NR. CK 96/31004/23 Pofadder.

herein represented by Albertus Johannes De Waal.

duly authorised thereto

(the "Landowner")

and

Veld – Solar One

(Registration No.2012/027010/07)


herein represented by JASON COPE

duly authorised thereto

(the "Developer")

TABLE OF CONTENTS

Clause number and description	Page
1. INTERPRETATION AND PRELIMINARY	4
2. GRANT OF OPTION	9
3. DEVELOPER'S RIGHTS DURING OPTION PERIOD	9
4. LANDOWNER'S RIGHTS DURING OPTION PERIOD.....	10
5. EXERCISE OF OPTION.....	10
6. LANDOWNER'S WARRANTIES AND UNDERTAKINGS.....	10
7. INDEMNITY AND LIABILITY	11
8. EXCLUSIVITY.....	11
9. RESTRICTION DURING THE OPTION PERIOD	11
10. POWER OF ATTORNEY	11
11. INTELLECTUAL PROPERTY.....	12
12. OPTION COMPLETION.....	12
13. DEFERRAL OF OPTION COMPLETION	13
14. LANDOWNER TO ACT AS NOMINEE	13
15. NOMINEE.....	13
16. VALUE-ADDED TAX.....	14
17. GENERAL	14
18. CONFIDENTIALITY	14
19. BREACH	15
20. DOMICILIUM CITANDI ET EXECUTANDI	15
21. DISPUTE RESOLUTION	17



22. GOVERNING LAW 18

23. WHOLE AGREEMENT, NO AMENDMENT 18

24. SEVERABILITY 19

25. EXECUTION IN COUNTERPARTS 19

26. SIGNATURE 19

Annexure A – Agreed Form of Lease 21

Annexure B – Sketch Plan of Lease Area 22

Annexure C – Evaluation Work 23



WHEREAS:

- A. The Developer intends to construct and operate a wind energy facility.
- B. The Landowner owns land that the Developer believes has the potential to be suitable for a wind farm.
- C. The Landowner wishes to grant to the Developer an option to enter into an agreed form of lease of tin respect of the Lease Area, a copy of which is included in **Annexure "A"** to this Option.
- D. The Developer has advised the Landowner that it needs to complete the Evaluation Work to enable the Developer to decide whether or not it wishes to exercise the Option.
- E. The Landowner is agreeable to granting the Developer the Option.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other genders;

1.1.2. the singular include the plural and *vice versa*; and

1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1. "**AFSA**" means the Arbitration Foundation of South Africa, or its successors for AFSA administered mediation;

1.2.2. "**Agreement**" means this agreement, together with all annexures, addenda and schedules thereto;

1.2.3. "**Bid**" means a proposal or proposals to be submitted by the Developer to the Department of Energy of South Africa, in order to qualify as a Preferred Bidder and ultimately enter into a PPA with a buyer all in terms of the IPP Procurement Programme;



- 1.2.4. "**Business Day**" means a day which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 1.2.5. "**Confidential Information**" means all technical, trade, commercial, financial and management information and secrets of a Party used by that Party in the conduct of its business which is not readily available in the normal course of business to competitors of that Party and which may come to the knowledge of the recipient, and all other information, documentation, material or ideas of that Party, in whatever form and contained on whatever media;
- 1.2.6. "**Developer**" means Veld Solar One; Registration No.2012/027010/07
- 1.2.7. "**Evaluation Work**" means the works to be undertaken by the Developer as set out in **Annexure C**" to this Agreement;
- 1.2.8. "**Exercise Notice**" means the notice issued by the Developer to the Landowner in order to exercise the Option and enter into the Lease;
- 1.2.9. "**IPP Procurement Programme**" means the bidding and IPP Procurement Programme process pursuant to the Request for Qualification and Proposals for New Generation Capacity issued on 3 August 2011 under IPP Procurement Programme No: DOE/001/200/2012;
- 1.2.10. "**Landowner**" means
.....
Hauramap BIC
CR 91/31004/23
.....;
- 1.2.11. "**Landowner Encumbrance**" means any agreement to sell, lease or otherwise divest the Landowner's full legal and equitable title in the Property or any encumbrance, charge, priority or security interest or similar arrangement (of whatever nature) held by a third party over all or part of the Property;
- 1.2.12. "**Lease**" means the agreed long term lease to be entered into between the Landowner and the Developer in accordance with the provisions set out in the Notarial Deed.
- 1.2.13. "**Lease Area**" means the Property as referred to in clause 1.2.27 as indicated on the plan attached hereto marked **Annexure B**";
- 1.2.14. "**Minister**" means the Minister of Agriculture as contemplated in SALA (now known as the Minister of Agriculture, Forestry and Fisheries) and/or any person to whom any of the Minister's powers in terms of SALA have been delegated;



- 1.2.15. **“Ministerial Consent”** means the consent of the Minister of Agriculture granted in terms of section 4 of SALA;
- 1.2.16. **“Necessary Consents”** shall mean, but, but not limited, to the following:
- (a) written approval of a rezoning application or such other form of land use authorisation that the Lessee may be advised to apply for to the relevant town planning authority having jurisdiction over the Lease Area for such land use rights as will permit the construction and operation of a wind energy facility on the Lease Area;
 - (b) the granting of an environmental authorisation pursuant to Section 24 of the *National Environmental Management Act, 107 of 1998* (NEMA) on terms which are acceptable to the Lessee for use of the Lease Area for the construction of and operation of a wind energy facility;
 - (c) Civil Aviation Authority approval for construction of the wind energy facility (if required), and any water use licence that the Lessee may require under the provisions of the *National Water Act, 36 of 1998*;
 - (d) approval of the application made by the Lessee (or its nominee) pursuant to its Bid for an electricity generation licence in accordance with applicable law in respect of the wind energy facility to be established on the Lease Area;
 - (e) approval of a grid connection authorisation in favour of the Lessee pursuant to the South African Grid Code in respect of the wind energy facility to be established on the Lease Area, and conclusion of an agreement with Eskom (or the relevant Network Operator) in this regard;
 - (f) any such consent and approvals required in terms of the IPP Procurement Programme all land use consents required by the Grantee in terms of Part B, Qualification Criteria (as amended) of the IPP Procurement Programme and any other relevant legislation;
- 1.2.17. **“Notarial Deed”** means the draft notarial deed of lease attached hereto marked **Annexure “A”**;
- 1.2.18. **“Notary”** means the notary public appointed by the **Developer** for the purposes of executing the Notarial Deed and procuring Registration;

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

- 1.2.19. **"Option"** means the option granted by the Landowner to the Developer to enter into a lease of the Lease Area on the basis contemplated in this Agreement
- 1.2.20. **"Option Completion"** means completion of the matters relating to the Property pursuant to clauses 3 (*Developer's Rights During Option Period*), and 6 (*Landowner's Warranties and Undertakings*) of this Agreement;
- 1.2.21. **"Option Completion Date"** means the 20 (twenty) Business Day after the service of the Exercise Notice;
- 1.2.22. **"Option Period"** means the period between the Signature Date and the Option Completion Date, which period, subject to the provisions of clause **Error! Reference source not found.**, shall not exceed a period of 3 (three) years;
- 1.2.23. **"Parties"** shall mean the Developer and the Landowner and **"Party"** means any one of them, as the context may indicate;
- 1.2.24. **"Power Purchase Agreement or PPA"** means a power purchase agreement entered into between the Developer and any purchaser of power;
- 1.2.25. **"Preferred Bidder"** means any Bidder as defined in Part A of the IPP Procurement Programme (as amended);
- 1.2.26. **"Project"** means all activities related or ancillary to the construction and operation of a wind energy facility as well as the generation and supply of electrical power generated through wind turbines on the Lease Area;
- 1.2.27. **"Property"** means :

.....
 Plas Harau Boersberg B.K.
 Reg. C.K 96/31004/23
 J. Pofelder

as will more fully appear from the sketch plan attached hereto as **Annexure B**;

- 1.2.28. **"SALA"** means the *Subdivision of Agricultural Land Act, 70 of 1970*, as amended from time to time
- 1.2.29. **"Specified Date"** means a period of 1 (one) year subsequent to the Option Period;



- 1.2.30. "Third Party Consents" means any planning or regulatory consents, excluding Ministerial Consent, required by the Developer before it will exercise the Option;
- 1.2.31. "VAT" means value-added tax payable in terms of the Value-Added Tax Act, No. 89 of 1991.
- 1.3. the "Signature Date" is the date on which this Agreement is signed by the party signing last in time;
- 1.4. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment;
- 1.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in this clause 1 (*Interpretation and Preliminary*), effect must be given to it as if it were a substantive provision in the body of the Agreement;
- 1.6. when any number of days is prescribed in this Agreement, same must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a Business Day, in which case the last day is the next day which is a Business Day;
- 1.7. where figures are referred to in numerals and in words, if there is any conflict between the two, the words must prevail;
- 1.8. expressions defined in this Agreement bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.9. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, must bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause 1 (*Interpretation and Preliminary*);
- 1.10. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, must not apply;
- 1.11. any reference in this Agreement to a Party includes a reference to that Party's assigns expressly permitted under this Agreement and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;
- 1.12. 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;

- 1.13. the words "include", "including" and "in particular" must be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s; and
- 1.14. the words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

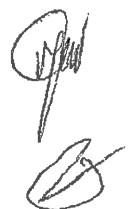
2. GRANT OF OPTION

The Landowner grants to the Developer the right to exercise the Option and enter into the Lease with the Landowner for the Lease Area at any time during the Option Period.

3. DEVELOPER'S RIGHTS DURING OPTION PERIOD

The Landowner grants to the Developer, its agents, contractors, directors, employees, guests, invitees, officials, workers, such equipment, machinery, plant, tools, materials and vehicles as it in its sole and absolute discretion may deem necessary or desirable for the exercise of its rights under this Option or at law; an irrevocable, unconditional and exclusive right during the Option Period to enter into and egress from the Property for the purpose of inter alia the following:

- 3.1. undertaking all or any part of the Evaluation Work in the Developer's exclusive discretion;
- 3.2. obtaining the Necessary Consents as required in terms of the provisions contained in the RFP Part B, Qualification Criteria (as amended) of the IPP Procurement Programme and any other relevant legislation;
- 3.3. ensuring the supply of services consisting of water, electricity, and sewerage services to the Lease Area;
- 3.4. procuring all consents required to ensure that the Lease Area has access to the existing public road network, which access may, in addition, traverse adjoining land owned by the Landowner, to ensure the viability of the Project;
- 3.5. entering into a substation agreement;
- 3.6. entering into an agreement relating to the construction and erection of a permanent or temporary meteorological mast;
- 3.7. entering into one or more PPA's.



4. LANDOWNER'S RIGHTS DURING OPTION PERIOD

- 4.1. The Landowner, its agents, contractors, directors, employees, guests, invitees, officials, workers and such equipment, machinery, plant, tools, materials, and vehicles as may reasonably be required may during the Option Period, and subject to clause 4.2:
- 4.1.1. enter and reside on the Property;
 - 4.1.2. use the Property for the grazing of sheep, cattle and other livestock;
 - 4.1.3. grow pasture, crops, shrubs or trees on the Property, provided that it does not adversely affect the Developer's activities as described in this Agreement; and
 - 4.1.4. erect buildings, structures, fences and improvements on the Property with the prior written consent of the Developer.
- 4.2. The use of the Property by the Landowner may not in any way interfere with, disrupt or delay the Developer's rights as contained in this Agreement.

5. EXERCISE OF OPTION

- 5.1. The Developer or its nominee in terms of clause 16 may serve the Exercise Notice on the Landowner at any time during the Option Period, whereupon the Lease shall come into effect on the Option Completion Date.
- 5.2. Once received or deemed to be received by the Landowner, the Exercise Notice is irrevocable.
- 5.3. Upon the exercise of the Option, the Landowner and the Developer shall be deemed to have entered into the Lease on the terms and conditions set out in the Notarial Deed, and the Notarial Deed shall be notarially executed as a provided for in clause 12.

6. LANDOWNER'S WARRANTIES AND UNDERTAKINGS

- 6.1. The Landowner warrants to the Developer (for itself and, where applicable for the benefit of its nominee) that:
- 6.1.1. the Landowner is the legal and beneficial owner of the Property;
 - 6.1.2. on the Option Completion Date, the Landowner will have obtained whatever releases are needed to ensure that on that date the Property is free from Landowner Encumbrance or other lien, charge, encumbrance or right whatsoever of a third party over the Property.



6.2. The Landowner undertakes to the Developer that it will enter into the Lease with the Developer or its nominee in terms of clause 16 forthwith upon receipt of the Exercise Notice and before the Option Completion Date.

7. **INDEMNITY AND LIABILITY**

Neither Party ("**the Defaulting Party**") shall be responsible for any loss, damage, injury or expense which the other Party, its employees, agents, customers or invitees ("**the Aggrieved Party**") may directly or indirectly suffer (save for where such loss, damage or injury is caused through the grossly negligent or wilful act or omission of the Defaulting Party or the Defaulting Party's employees, agents or sub-contractors) by reason of:

7.1. (where the Developer is the Defaulting Party) the use by the Developer, its employees, agents or sub-contractors of the Property;

7.2. (where the Landowner is the Defaulting Party) any act or omission of the Landowner, its employees, agents or sub-contractors in relation to the Property.

8. **EXCLUSIVITY**

For the duration of the Option Period, the Developer shall have the exclusive right to undertake the Evaluation Work on the Lease Area

9. **RESTRICTION DURING THE OPTION PERIOD**

9.1 This Option is binding and enforceable against the Landowner, its successors in title, heirs, executors, administrators and assigns.

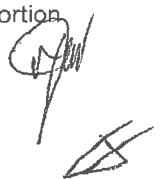
9.2 The Landowner may not sell, transfer, alienate or otherwise dispose of the Property or any portion thereof during the Lease Option period without the prior written consent of the Developer.

10. **POWER OF ATTORNEY**

It is recorded that

10.1 The Landowner hereby grants to the Developer a power of attorney:

10.1.1 to make application, if applicable, on behalf of and in the name of the Lessee, for Ministerial Consent to enter into the Lease pursuant to SALA in respect of the Property to register a long term lease over the Property (and, where applicable, to make application for the Minister's Consent, to the extent required in terms of SALA in respect of any servitudes that may be required by the Developer over any portion



of the Property not situated within the Property area), and to sign all documents reasonably required and do all things reasonably necessary to make the application to the Minister on behalf of the Landowner; and

10.1.2 to instruct a registered surveyor to prepare diagrams of the lease area (and where applicable, servitude diagrams) and to have those diagrams approved by the Surveyor General.

10.2 All costs of and incidental to the application to the Minister for the consent as envisaged in clause 10.1.1 above and the approval of the Lease and servitude diagrams as envisaged in clause 10.1.2 above, shall be borne and paid for by the Developer.

10.3 Provided that the actual area of the Property on the diagrams approved by the Surveyor General (**SG Approved Diagram**), vary by less than 10% from such area as indicated in the definition of Property, the SG approved diagram shall be accepted by the Landowner and the Developer as being the leased Property for the purposes of this Agreement.

11. INTELLECTUAL PROPERTY

The Landowner shall not acquire any rights, title or interest of any kind in any data, information or other intellectual property collected, created or prepared by the Developer or any of its agents or contractors during the execution of the Evaluation Work ("**Intellectual Property**"). All rights, title or interest of any kind in the Intellectual Property shall at all times remain the sole property of the Developer.

12. OPTION COMPLETION

12.1. If the Developer desires to exercise the Option, it must deliver the Exercise Notice to the Landowner after Option Completion and during the Option Period.

12.2. On Option Completion, the Landowner and a representative of the Developer (or their duly authorised agents), shall within 14 days of being asked to do so sign a power of attorney authorising a member of the staff of the Developer's Notary to execute the Notarial Deed before the Notary.

12.3. The Developer shall procure that the Notarial Deed, once executed, is registered by the Notary against the title deeds to the Property in the applicable Deeds Office.

12.4. The Developer shall be liable for the Notary's fees and disbursements for executing the Notarial Deed and procuring registration,

12.5. The Landowner undertakes to:

A handwritten signature in black ink, consisting of a stylized initial 'D' followed by a series of loops and a long horizontal stroke extending to the right.

12.5.1 furnish all title deeds relating to the Property which may be required for the purposes of registration to the Notary; and

12.5.2 render such assistance (including procuring the consent of any holders of mortgage bonds or other hypothecations over the Property) as may be reasonably required by the Notary to procure registration.

13. **DEFERRAL OF OPTION COMPLETION**

If in any respect the provisions of clauses 12.1 and 12.2 are not complied with, the Developer may elect in its sole discretion to defer the Option Completion Date to a later date being no later than the Specified Date (and so that the provisions of this clause 13 shall apply to the Option Completion as so deferred) or proceed to Option Completion as far as is practicable but without prejudice to each Party's rights under this Agreement.

14. **LANDOWNER TO ACT AS NOMINEE**

14.1. Prior to the execution of the Lease, the Landowner shall co-operate in any manner reasonably required by the Developer in respect of the Evaluation Work and shall generally act in all respects as the Developer requests in respect of the Lease Area and all attached rights and interests.

14.2. The Landowner irrevocably undertakes in favour of the Developer to sign all such documents and to do all such things as may be requisite upon being requested therefore, which may include signing a Special Power of Attorney in favour of the Developer upon request, to enable the Developer to exercise all of its rights in terms of this Agreement, including, but not limited to, lodging all application and obtaining all consents and approvals required to undertake and complete the Evaluation Work and securing all necessary third party consents.

15. **NOMINEE**

The Developer shall, at any time during the Option Period, be entitled to nominate a third party as the Developer by giving written notice to the Landowner to that effect, whereupon:

15.1. the Developer shall for purposes of this Agreement be defined as the person who is the nominee;

15.2. the nominee shall be obliged to comply with all the obligations of the Developer and shall remain entitled to all of the rights of the Developer under this Agreement.



16. **VALUE-ADDED TAX**

16.1. The Landowner records that it is not registered as a vendor in terms of the Value-Added Tax Act, 1991 and that, therefore, no payment or other consideration paid to it by the Developer in terms of this Agreement shall attract the payment of VAT.

Or, alternatively

16.2. Both Parties undertake that they will at all relevant times be:

16.2.1. a vendor as that term is defined in section 1 of the VAT Act; and

16.2.2. registered as such in terms of section 23 of the VAT Act.

16.3. Both Parties hereby undertake to promptly deliver to each other all documentation required in terms of the VAT Act to permit the other Party to claim a deduction in respect of such VAT pursuant to the provisions of the VAT Act.

16.4. The Parties record that all payments made in terms of this Option shall be exclusive of VAT.

17. **GENERAL**

This Agreement shall be binding on the Parties, the Developer's nominee, their personal representatives and successors and assigns but neither Party may otherwise transfer, assign or change their rights or obligations under this Agreement.

18. **CONFIDENTIALITY**

18.1. The Parties agree that the terms of this Agreement and all Confidential Information of the Parties communicated to them in connection with this Agreement will be received in strict confidence and be used only for the purposes of this Agreement. Each Party will use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information.

18.2. These provisions do not apply to information which is:

18.2.1. publicly known or becomes publicly known through no unauthorised act of the recipient Party;

18.2.2. rightfully received by the recipient Party from a third party;

18.2.3. independently developed by the recipient Party without use of the other Party's information;

- 18.2.4. disclosed by the other Party to a third party without similar restrictions;
 - 18.2.5. required to be disclosed pursuant to a requirement of any Competent Authority or any Applicable Law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or
 - 18.2.6. publicly disclosed with the other Party's written consent in terms of Clause 19.1.
- 18.3. All media releases, public announcements and public disclosures by any Party or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional marketing material, shall be co-ordinated with and approved by each Party prior to the release thereof. The foregoing will not apply to any announcement intended solely for internal distribution by any Party or to any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the Party in question.
- 18.4. The above undertakings relating to confidentiality and non-disclosure shall not apply to any Confidential Information which either Party may disclose to its assignees, affiliates, financiers, representatives and professional advisors, and then only on a strictly need-to-know basis and on the terms and conditions provided for in this Agreement.

19. **BREACH**

If either Party (the "**Defaulting Party**") breaches any provision or term of this Agreement and fails to remedy such breach within 21 (twenty one) Business Days of receipt of written notice requiring it to do so (or if it is not reasonably possible to remedy the breach within 21 (twenty one) Business Days, within such further period as may be reasonable in the circumstances provided that the Defaulting Party furnishes evidence within the aforesaid period of 21 (twenty one) Business Days, reasonably satisfactory to the other Party, that it has taken whatever steps are available to it, to commence remedying the breach), then the other Party shall be entitled without notice, in addition to any other remedy available to it at law or in terms of this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the other Party's right to claim damages.

20. **DOMICILIUM CITANDI ET EXECUTANDI**

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



20.1.1. the **Developer**

Physical: 6B, 96. Longmarket St, Cape Town, 8001.

Postal: 6B, 96. Longmarket St, Cape Town, 8001.

Telefax:
Attention:

JAS@W CAPE 

20.1.2. the **Landowner**

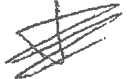
Physical:

Almas Habsmaep BK / Pofadder
P.O. Box 424 Springbok.

Postal:

Telefax:

Attention:

A. J. de laan 

20.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax, hand delivery or by courier.

20.3. Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in South Africa or its postal address or its telefax number, provided that the change shall become effective on the 7th (seventh) Business Day from the deemed receipt of the notice by the other Party.

20.4. Any notice to a Party -

20.4.1. sent by prepaid registered post in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 10th Business Day after posting (unless the contrary is proved);

20.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

20.4.3. sent by telefax to its chosen telefax number stipulated in clause 20.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

20.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it




notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

21. DISPUTE RESOLUTION

- 21.1. If there is a dispute, controversy or claim (a "**Dispute**") between the Parties in respect of this Agreement, including without limitation any question regarding its existence, validity or termination, the Dispute will be resolved pursuant to the process set forth in this clause 22. Such Dispute shall be referred to and be determined by arbitration in terms of the rules of the AFSA.
- 21.2. Any Party to this Agreement may demand that a Dispute be determined in terms of this clause by written notice given to the other Party.
- 21.3. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 21.4. The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the rules of AFSA should any Party by written notice given to the other require the arbitration to be held on an urgent basis. In such event the Parties agree to apply jointly to the AFSA Secretariat as required in terms of the said rules to facilitate such urgent arbitration.
- 21.5. The arbitrator shall be, if the matter in dispute is principally –
- 21.5.1. a legal matter, a practising advocate or attorney in South Africa of at least 15 (fifteen) years' standing;
 - 21.5.2. an accounting matter, independent auditors appointed by agreement between the Parties;
 - 21.5.3. any other matter, any independent person, agreed upon between the Parties to the Dispute and failing agreement the independent person shall be appointed by AFSA.
- 21.6. Should the Parties to the Dispute fail to agree in writing whether the Dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 21.7. Should the Parties fail to agree in writing on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 21.2, the arbitrator shall be appointed at the request of any of the Parties to the Dispute in terms of the rules of AFSA.



- 21.8. The decision of the arbitrator shall be final and binding on the Parties to the Dispute and may be made an order of the court at the instance of any of the Parties to the Dispute.
- 21.9. The Parties hereby agree that any arbitration in terms of this clause 21 shall take place in Pretoria, South Africa.
- 21.10. The Parties hereby consent to the jurisdiction of the High Court of South Africa (the North Gauteng High Court, Pretoria) in respect of the proceedings referred to in clause 21.3.
- 21.11. The Parties agree to keep the arbitration including the subject-matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of an order to be made in terms of clause 21.8.
- 21.12. Other than where clause 21.3 applies, the provisions of this clause –
- 21.12.1. constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
 - 21.12.2. are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

22. **GOVERNING LAW**

This Agreement shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.

23. **WHOLE AGREEMENT, NO AMENDMENT**

- 23.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 23.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.



23.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

23.4. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

24. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating or affecting the remaining provisions of this Agreement.


25. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument

26. **SIGNATURE**

Signed by the Parties and witnessed on the following dates and at the following places respectively:

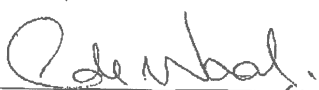
For: Landowner

Signature: 
who warrants that he / she is duly authorised thereto

Names: ALBERTUS JOHANNES DE WAAK

Date: 21-5-2016


Place: HARROEP NAMAKWA

Witness: 

Witness: _____

For: Veld Solar One (Pty) Ltd

Signature:


who warrants that he / she is duly authorised thereto

Name:

Jason Cope

Date:

21 / 05 / 2016

Place:

HARANDEP, NAMAKWA

Witness:

Cdr Mbof

Witness:

Annexure A – Agreed Form of Lease

A handwritten signature in black ink, consisting of a stylized, cursive script. The signature is located in the bottom right corner of the page.

Annexure B – Sketch Plan of Property

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several connected loops and lines.

Annexure C – Evaluation Work

Evaluation work means undertaking any of the following activities:

- Feasibility Studies
- Environmental Impact Assessments
- Stakeholder consultation
- Grid connection
- ~~Wind~~ ^{Site} analysis 
- Preliminary site investigations and conceptual engineering design
- Meteorological mast design, procurement and installation
- Detailed geotechnical investigations



FIRST ADDENDUM TO OPTION AGREEMENT

between

Haramoep B.K. Boerdery
Registration Number C.K. 96/30014/23
(Represented by Albertus Johannes De Waal)

("Landowner")

and

Veld Solar One (Pty) Ltd
Registration Number: 2012/027010/07
(Represented by Jason Cope)
("Developer")

(hereinafter collectively the "**Parties**")

WHEREAS:

- a) The Parties entered into the Option Agreement on 21st of May, 2016 (the "Option Agreement").
- b) The Parties now wish to enter into this Addendum to the Option Agreement, to reinstate and incorporate certain amended terms and conditions into the Option Agreement, in good faith, as more fully set out below (the "First Addendum").

1. INTERPRETATION


- 1.1 Any capitalised term used in this First Addendum and not expressly defined herein shall bear the corresponding meaning assigned to that term in the Option Agreement.

2. GENERAL

- 2.1 Save as specifically set out in this First Addendum, the provisions of the Option Agreement shall remain unaltered and of full force and effect.
- 2.2 This First Addendum may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this agreement by signing any such counterpart.

3. AMENDMENT TO DEFINITION - 'OPTION PERIOD'

- 3.1 The definition 'Option Period' as found at clause 1.2.20 of the Option Agreement shall be amended by replacing the words '...Shall not exceed a period of three years', with the words 'Shall not exceed a period of ~~six~~ years'. Clause 1.2.20 shall accordingly read as follows:



Jour

"Option Period" means the period between the Signature Date and the Option Completion which period, subject to the provisions of clause 9, shall not exceed a period of ~~six~~ years.'

Jour

4. AMENDMENT TO DEFINITION - 'PROJECT'


- 4.1 The definition 'Project' as found at clause 1.2.26 of the Option Agreement shall be amended by replacing the word "wind", with "solar", and further altering the clause. Clause 1.2.26 shall accordingly read as follows:

"Project(s)" means all activities related or ancillary to the development, construction and operation of a slate of solar energy projects, based on either solar photovoltaic (PV) or concentrated solar power (CSP) technology."

{Signature page follows}


SIGNED at HARAMOEP on 10th July 2018

For: Haramoep B.K. Boerdery


Name: A. De Wit
Capacity: Londonner
(who warrants that he is duly authorised thereto)

SIGNED at HARAMOEP on 10th July 2018

For: Veld Solar One Proprietary Limited


Name: J. CoFE
Capacity: Director
(who warrants that he is duly authorised thereto)

APPENDIX 4
LIST OF LOCAL/PROVINCIAL AUTHORITY INVOLVED

Provincial Environmental Authority:	Northern Cape Department of Environment and Nature Conservation		
Name of contact person:	Mr T Makaudi		
Postal address:	Private Bag X6102, Kimberley		
Postal code:	8301	Cell:	-
Telephone:	053 807 7300	Fax:	-
E-mail:	tmakaudi@ncpg.gov.za		

Local Municipality:	Khai-Ma Local Municipality		
Name of contact person in (Environmental Section)	Edward Cloete		
Postal address:	P.O Box 108 Pofadder		
Postal code:	8890	Cell:	-
Telephone:	054 933 1000	Fax:	054 933 0252
E-mail:	munman@khaima.gov.za		

APPENDIX 5 STRATEGIC INFRASTRUCTURE PROJECTS

SIP 1: Unlocking the northern mineral belt with Waterberg as the catalyst

- Unlock mineral resources
- Rail, water pipelines, energy generation and transmission infrastructure
- Thousands of direct jobs across the areas unlocked
- Urban development in Waterberg - first major post-apartheid new urban centre will be a "green" development project
- Rail capacity to Mpumalanga and Richards Bay
- Shift from road to rail in Mpumalanga
- Logistics corridor to connect Mpumalanga and Gauteng.

SIP 2: Durban-Free State-Gauteng logistics and industrial corridor

- Strengthen the logistics and transport corridor between SA's main industrial hubs
- Improve access to Durban's export and import facilities
- Integrate Free State Industrial Strategy activities into the corridor
- New port in Durban
- Aerotropolis around OR Tambo International Airport.

SIP 3: South-Eastern node & corridor development

- New dam at Mzimvubu with irrigation systems
- N2-Wild Coast Highway which improves access into KwaZulu-Natal and national supply chains
- Strengthen economic development in Port Elizabeth through a manganese rail capacity from Northern Cape
- A manganese sinter (Northern Cape) and smelter (Eastern Cape)
- Possible Mthombo refinery (Coega) and transshipment hub at Ngqura and port and rail upgrades to improve industrial capacity and performance of the automotive sector.

SIP 4: Unlocking the economic opportunities in North West Province

- Acceleration of investments in road, rail, bulk water, water treatment and transmission infrastructure
- Enabling reliable supply and basic service delivery
- Facilitate development of mining, agricultural activities and tourism opportunities
- Open up beneficiation opportunities in North West Province.

SIP 5: Saldanha-Northern Cape development corridor

- Integrated rail and port expansion
- Back-of-port industrial capacity (including an IDZ)
- Strengthening maritime support capacity for oil and gas along African West Coast
- Expansion of iron ore mining production and beneficiation.

SIP 6: Integrated municipal infrastructure project

Develop national capacity to assist the 23 least resourced districts (19 million people) to address all the maintenance backlogs and upgrades required in water, electricity and sanitation bulk infrastructure. The road maintenance programme will enhance service delivery capacity thereby impacting positively on the population.

SIP 7: Integrated urban space and public transport programme

Coordinate planning and implementation of public transport, human settlement, economic and social infrastructure and location decisions into sustainable urban settlements connected by densified transport corridors. This will focus on the 12 largest urban centres of the country, including all the metros in South Africa. Significant work is underway on urban transport integration.

SIP 8: Green energy in support of the South African economy

Support sustainable green energy initiatives on a national scale through a diverse range of clean energy options as envisaged in the Integrated Resource Plan (IRP2010) and support bio-fuel production facilities.

Indicate capacity in MW:

SIP 9: Electricity generation to support socioeconomic development

Accelerate the construction of new electricity generation capacity in accordance with the IRP2010 to meet the needs of the economy and address historical imbalances. Monitor implementation of major projects such as new power stations: Medupi, Kusile and Ingula.

Indicate capacity in MW:

SIP 10: Electricity transmission and distribution for all

Expand the transmission and distribution network to address historical imbalances, provide access to electricity for all and support economic development.

Align the 10-year transmission plan, the services backlog, the national broadband roll-out and the freight rail line development to leverage off regulatory approvals, supply chain and project development capacity.

SIP 11: Agri-logistics and rural infrastructure

Improve investment in agricultural and rural infrastructure that supports expansion of production and employment, small-scale farming and rural development, including facilities for storage (silos, fresh-produce facilities, packing houses); transport links to main networks (rural roads, branch train-line, ports), fencing of farms, irrigation schemes to poor areas, improved R&D on rural issues (including expansion of agricultural colleges), processing facilities (abattoirs, dairy infrastructure), aquaculture incubation schemes and rural tourism infrastructure.

SIP 12: Revitalisation of public hospitals and other health facilities

Build and refurbish hospitals, other public health facilities and revamp 122 nursing colleges. Extensive capital expenditure to prepare the public healthcare system to meet the requirements of the National Health Insurance (NHI) system. The SIP contains major builds for 6 hospitals.

SIP 13: National school build programme

A national school build programme driven by uniformity in planning, procurement, contract management and provision of basic services. Replace inappropriate school structures and address basic service backlog and provision of basic services under the Accelerated School Infrastructure Delivery Initiative (ASIDI). In addition, address national backlogs in classrooms, libraries, computer labs and admin buildings. Improving the learning environment will strengthen outcomes especially in rural schools, as well as reduce overcrowding.

SIP 14: Higher education infrastructure

Infrastructure development for higher education, focusing on lecture rooms, student accommodation, libraries and laboratories, as well as ICT connectivity. Development of university towns with a combination of facilities from residence, retail to recreation and transport. Potential to ensure shared infrastructure such as libraries by universities, FETs and other educational institutions. Two new universities will be built - in Northern Cape and Mpumalanga.

SIP 15: Expanding access to communication technology

Provide for broadband coverage to all households by 2020 by establishing core Points of Presence (POPs) in district municipalities, extend new Infracore fibre networks across provinces linking districts, establish POPs and fibre connectivity at local level, and further penetrate the network into deep rural areas.

While the private sector will invest in ICT infrastructure for urban and corporate networks, government will co-invest for township and rural access, as well as for e-government, school and health connectivity.

The school roll-out focus is initially on the 125 Dinaledi (science and maths-focussed) schools and 1525 district schools. Part of digital access to all South Africans includes TV migration nationally from analogue to digital broadcasting.

SIP 16: SKA & Meerkat

SKA is a global mega-science project, building an advanced radio-telescope facility linked to research infrastructure and high-speed ICT capacity and provides an opportunity for Africa and South Africa to contribute towards global advanced science projects.

SIP 17: Regional integration for African cooperation and development

Participate in mutually beneficial infrastructure projects to unlock long-term socio-economic benefits by partnering with fast growing African economies with projected growth ranging between 3% and 10%.

The projects involving transport, water and energy also provide competitively-priced, diversified, short and medium to long-term options for the South African economy where, for example, electricity transmission in

Mozambique (Cesul) could assist in providing cheap, clean power in the short-term whilst Grand Inga in the DRC is long-term.

All these projects complement the Free Trade Area (FTA) discussions to create a market of 600 million people in South, Central and East Africa.

SIP 18: Water and sanitation infrastructure

A 10-year plan to address the estimated backlog of adequate water to supply 1.4m households and 2.1m households to basic sanitation.

The project will involve provision of sustainable supply of water to meet social needs and support economic growth. Projects will provide for new infrastructure, rehabilitation and upgrading of existing infrastructure, as well as improve management of water infrastructure.

APPENDIX 6
LIST OF SGIDS / COORDINATES OF THE BOUNDARY OF THE PROPERTY OR
PROPERTIES / COORDINATES OF LISTED ACTIVITIES

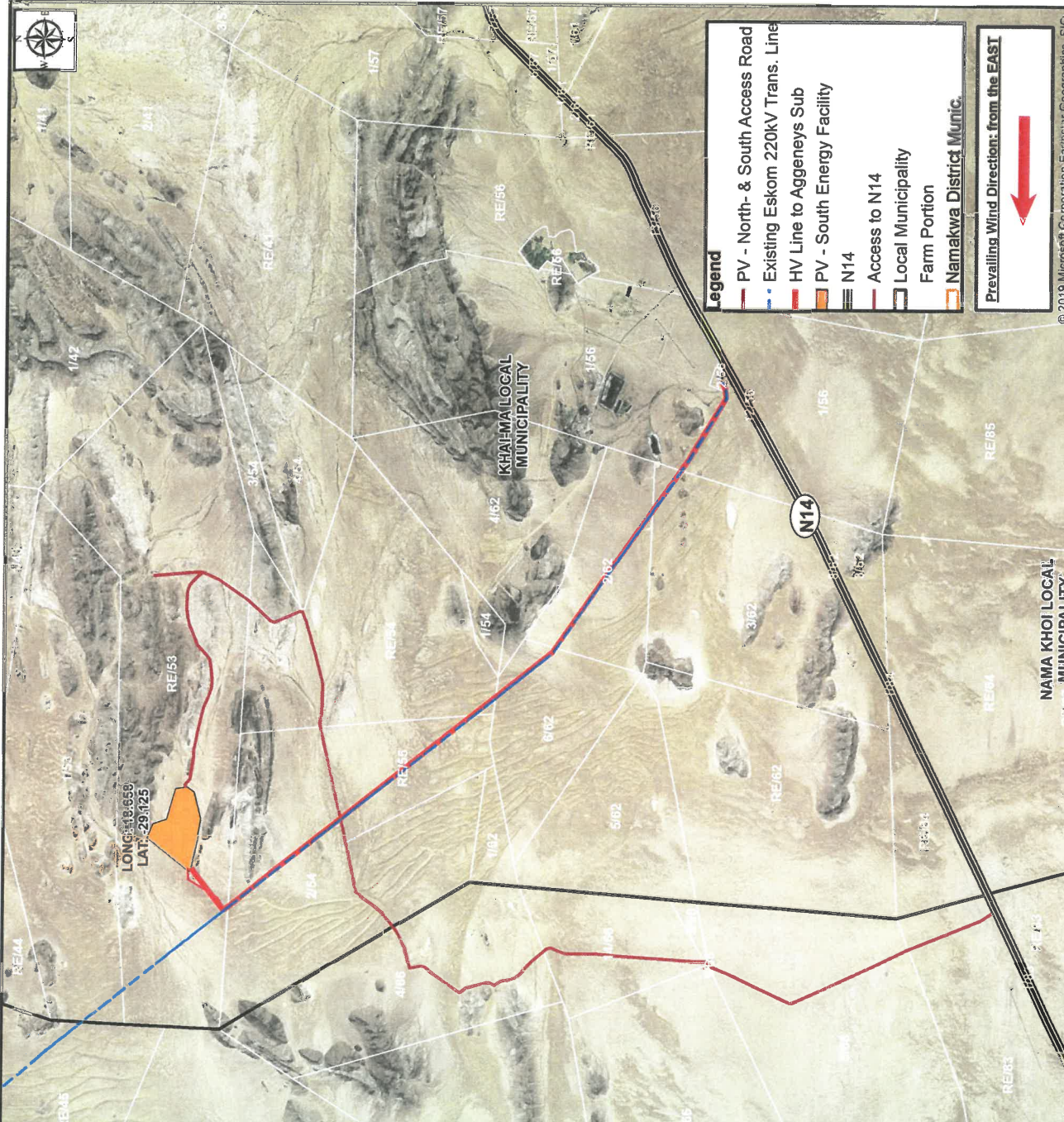
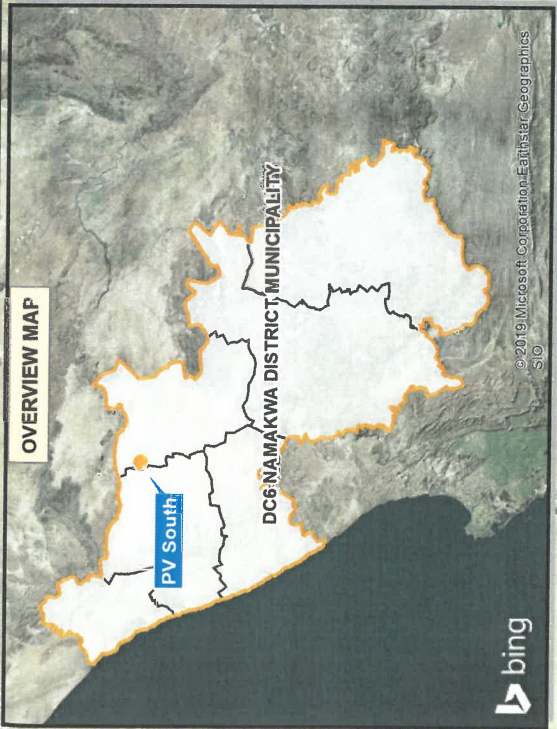
Wind Farm Property

C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	3	0	0	0	0	0
1	2		3			4					5									

Transmission Line Properties

C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	4	0	0	0	0	0
C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	4	0	0	0	0	2
C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0
C	0	5	3	0	0	0	0	0	0	0	0	0	0	6	2	0	0	0	0	2
C	0	5	3	0	0	0	0	0	0	0	0	0	0	6	2	0	0	0	0	6
C	0	5	3	0	0	0	0	0	0	0	0	0	0	6	2	0	0	0	0	3
C	0	5	3	0	0	0	0	0	0	0	0	0	0	5	6	0	0	0	0	1
1	2		3			4					5									

**APPENDIX 7
LOCALITY MAP**



Veld

CLIENT:

Veld PV South Development near Aggenys in the Northern Cape

MAP 1: Locality Map - PV South Energy Facility

aurecon

Disclaimer:

Aurecon gives no warranty of any kind, expressed or implied, in connection with the use of this data. The data remains the sole property of the CLIENT and is to be used for the purposes of this project with prior written approval of the CLIENT.



Legend

- Veld PV South Energy Facility
- RE Farm 53 Haramoep
- Possible 132kV to Aggeneys
- Possible LILO to existing 220kV
- Access Road
- PV Array
- Existing Eskom 220kV

CBA Category

- CBA 1
- CBA 2
- ESA

Data Source:
 - SANBI BGIS
 - Namakwa District Terrestrial CBAs 2008

No aquatic CBAs on the site.

LILO - Loop in Loop Out

Either new 132kV to be constructed or LILO to existing 220kV depending on Eskom requirements at construction.

Access road to follow existing road/tracks as far as possible.

Date: 8/10/2019

Version: 0



Job No: 113087

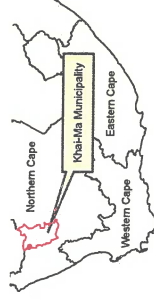
Projection: GCS_WGS_1984 Map by: WL

A3 scale: 1:50,000
 0 0.5 1 1.5 2 2.5 Kilometers



Veld PV South Energy Facility

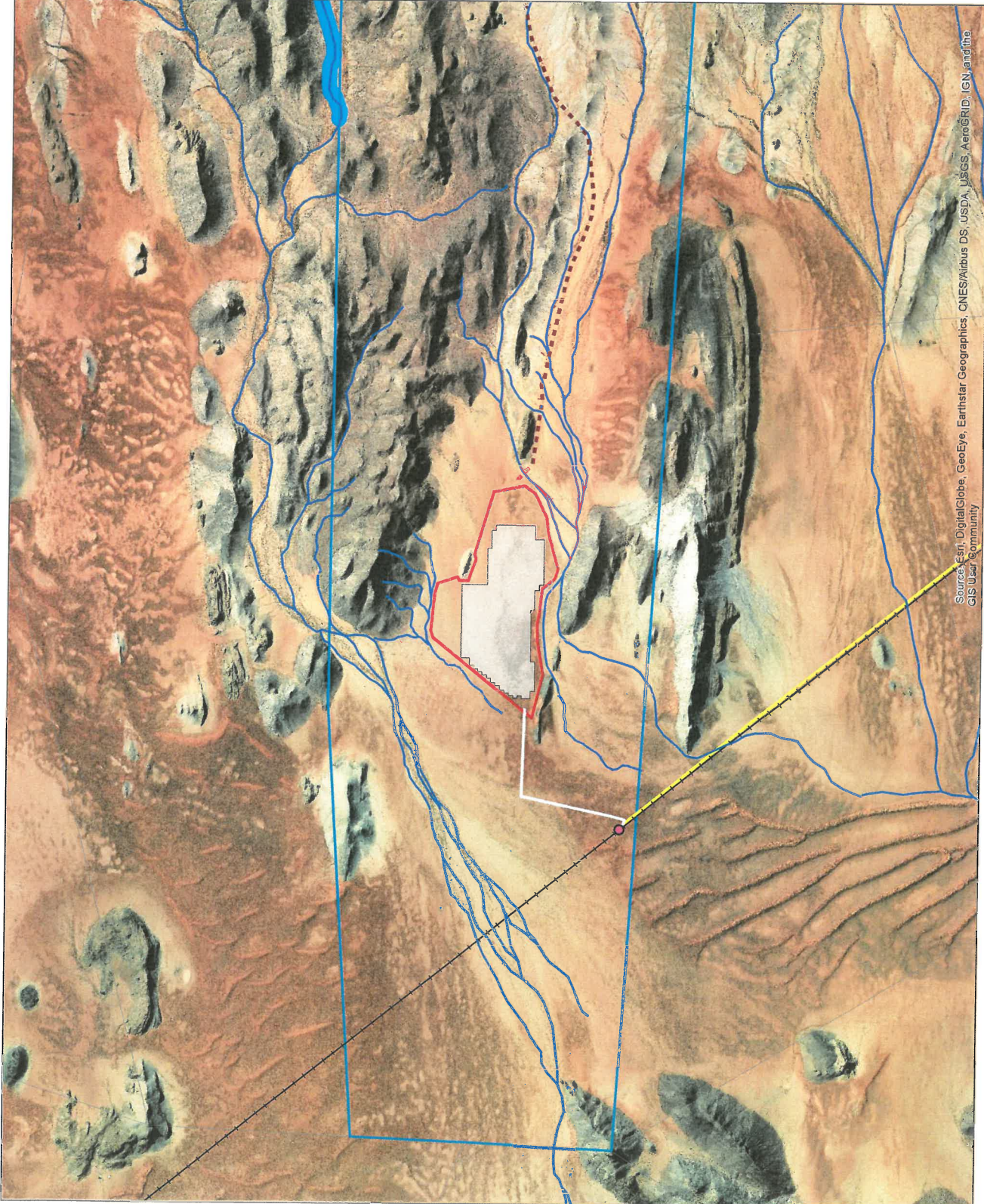
Critical Biodiversity Areas (CBA) and Ecological Support Areas (ESA)



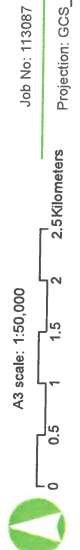
Legend

- ▭ Veld PV South Energy Facility
- ▭ RE Farm 83 Heramoep
- ▭ Possible 132kV to Aggenneys Powerline: Link to Existing Eskom 220kV
- - - Access Road
- Possible LILO to existing 220kV
- PV Array
- Existing Eskom 220kV
- Aggenneys Aquatic Features
- ▭ NFEPA Wetlands

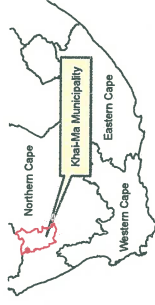
Data Source:
 - SANBI BGIS
 - Aquatic features as provided by aquatic specialist.
 No NFEPA rivers located at the site.
 LILO - Loop in Loop Out
 Either new 132kV to be constructed or LILO to existing 220kV depending on Eskom requirements at construction.
 Access road to follow existing road/tracks as far as possible.
 Date: 8/10/2019
 Version: 0



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Veld PV South Energy Facility
National Freshwater Ecosystem Priority Areas (NFEPA): Wetlands and Rivers and Aquatic Features



Legend

- ▭ Veld PV South Energy Facility
- ▭ RE Farm 53 Haramoep
- ▭ Possible 132kV to Aggeneys
- Possible L1LO to existing 220kV
- - - Access Road
- + Existing Eskom 220kV
- PV Array
- Haramoep & Black Mountain
- Mine IBA
- NPAES Focus Areas (Kamiesberg Bushmanland Augrabies)

Data Source:
- SANBI BGIS

Kamiesberg Bushmanland Augrabies NPAES Focus Area.

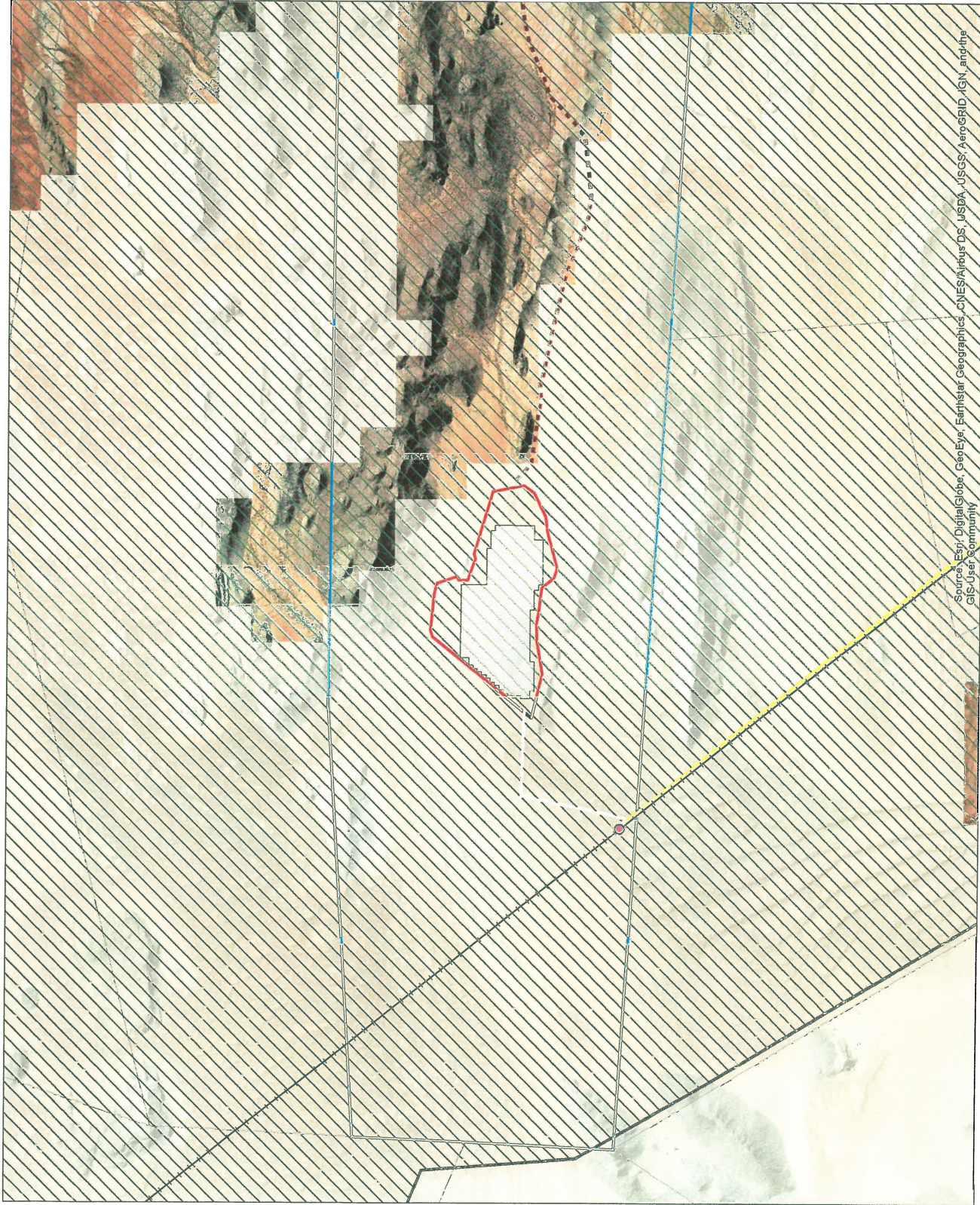
L1LO - Loop in Loop Out

Either new 132kV to be constructed or L1LO to existing 220kV depending on Eskom requirements at construction.

Access road to follow existing road/tracks as far as possible.

Date: 8/10/2019

Version: 0



Source: Esri, DigitalGlobe, GeoEye, Earthstar, Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

A3 scale: 1:50,000

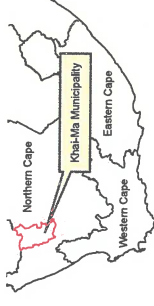
0 0.5 1 1.5 2 2.5 Kilometers

Job No: 113087

Projection: GCS_WGS_1984

Map by: WL





Legend

- Veld PV South Energy Facility
 - RE Farm 53 Haramoep
 - Possible 132kV to Aggeneys
 - Powerline: Link to Existing Eskom 220kV
 - Possible LILO to existing 220kV
 - Access Road
 - PV Array
 - Existing Eskom 220kV
 - Hydrology Buffers
 - Aquatic Buffers
- Infrastructure**
- O and M building
 - Substation
 - Temp. Construction Yard

Data Source:
- Specialist inputs.

No botanical nor visual buffers have been identified

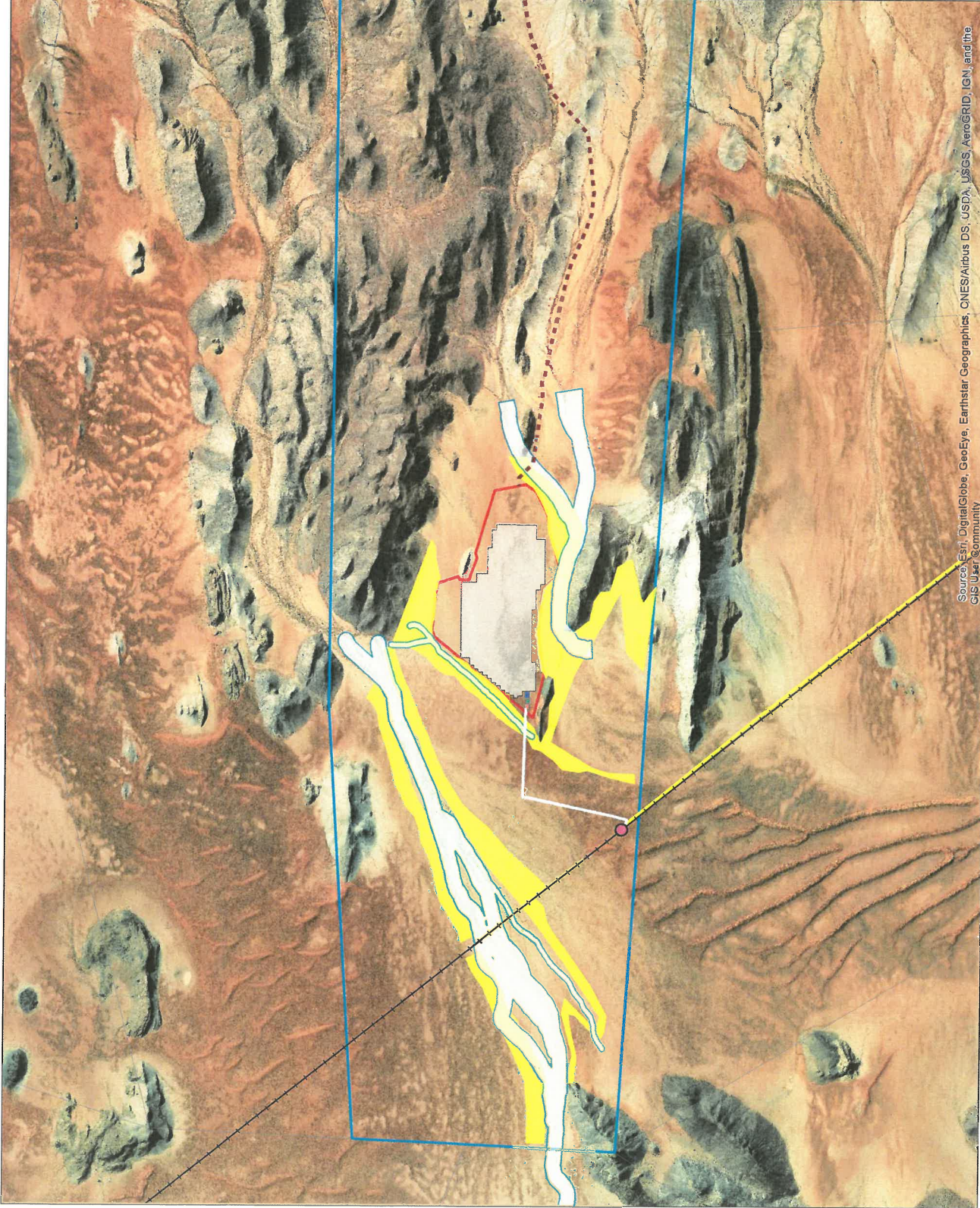
LILO - Loop in Loop Out

Either new 132kV to be constructed or LILO to existing 220kV depending on Eskom requirements at construction.

Access road to follow existing road/tracks as far as possible.

Date: 8/10/2019

Version: 0



A3 scale: 1:50,000

Job No: 113087

0 0.5 1 1.5 2 2.5 Kilometers

Projection: GCS_WGS_1984 Map by: WL





Legend

- ▭ Veld PV South Energy Facility
- ▭ RE Farm 53 Haramoep
- ▭ Possible 132kV to Aggeneys
- Possible L1LO to existing 220kV
- Access Road
- ▭ PV Array
- Existing Eskom 220kV

Vegetation Type

- ▭ Aggeneys Gravel Vygieveld, Least Threatened
- ▭ Bushmanland Arid Grassland, Least Threatened
- ▭ Bushmanland Inselberg Shrubland, Least Threatened
- ▭ Bushmanland Sandy Grassland, Least Threatened
- ▭ Bushmanland Vioere, Least Threatened
- ▭ Eastern Gariep Rocky Desert, Least Threatened
- ▭ Namaqualand Klipkoppe Shrubland, Least Threatened

Data Source:
- SANBI BGIS 2019 (VegMap, 2018)

No endangered or critically endangered vegetation types on site.

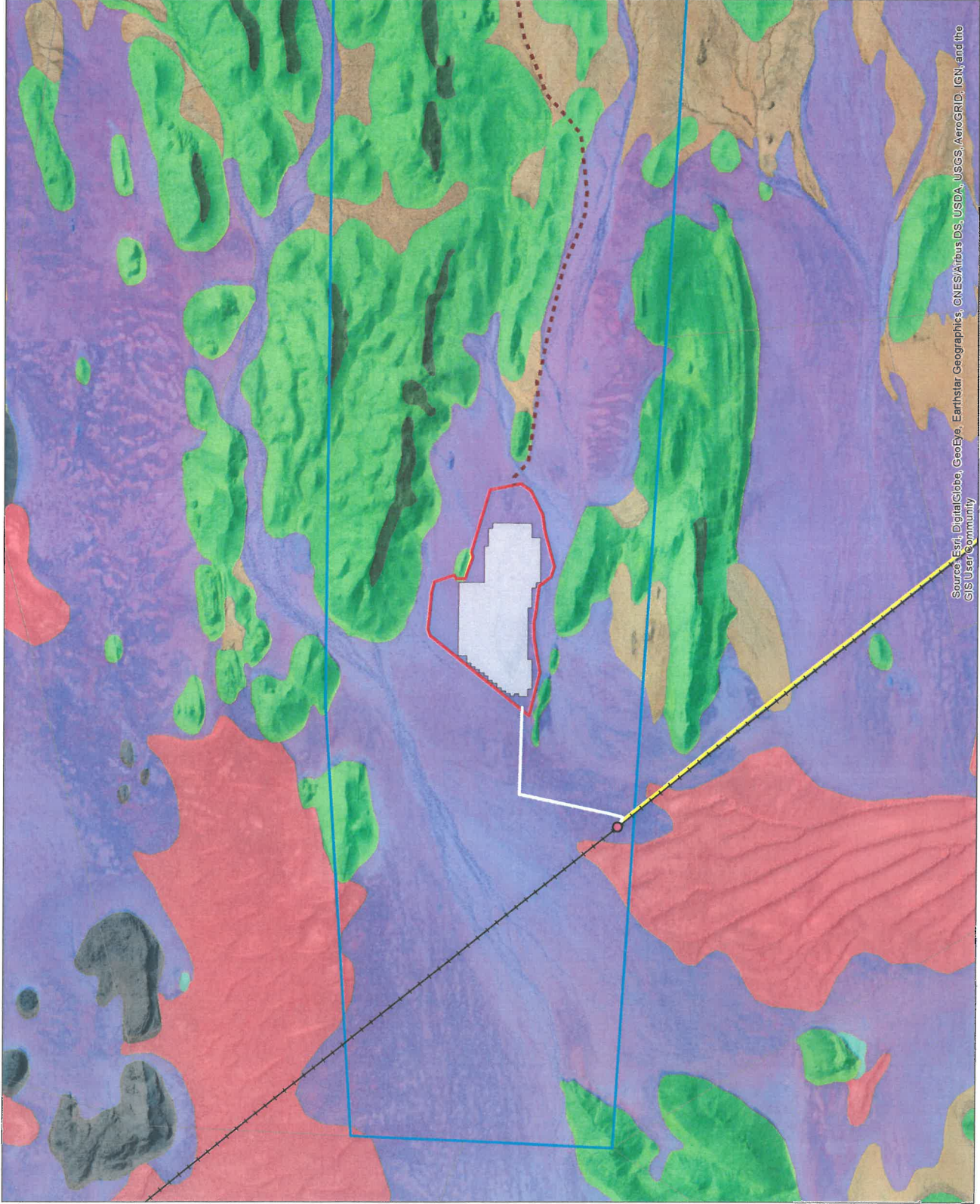
L1LO - Loop in Loop Out

Either new 132kV to be constructed or L1LO to existing 220kV depending on Eskom requirements at construction.

Access road to follow existing road/tracks as far as possible.

Date: 8/10/2019

Version: 0



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Job No: 113087

A3 scale: 1:50,000

0 0.5 1 1.5 2 2.5 Kilometers

Projection: GCS_WGS_1984 Map by: WL



**APPENDIX 8
PROJECT SCHEDULE**

**APPENDIX 9
DECLARATION OF THE APPLICANT**

**APPENDIX 9
DECLARATION OF THE APPLICANT**

I, Jason Cape, declare that –

- I am, or represent¹, the applicant in this application;
- I have appointed an Environmental Assessment Practitioner (EAP) to act as the independent EAP for this application / have obtained exemption from the requirement to obtain an EAP²;
- I will take all reasonable steps to verify whether the EAP and specialist/s appointed are independent and have expertise in conducting environmental impact assessments or undertaking specialist work as required, including knowledge of the Act, the EIA Regulations and any guidelines that have relevance to the proposed activity;
- I will provide the EAP and the Competent Authority with access to all information at my disposal that is relevant to the application;
- I will be responsible for the costs incurred in complying with the Regulations, including but not limited to –
 - costs incurred in connection with the appointment of the EAP or any person contracted by the EAP;
 - costs incurred in respect of the undertaking of any process required in terms of the Regulations;
 - costs in respect of any fee prescribed by the Minister or MEC in respect of the Regulations;
 - costs in respect of specialist reviews, if the Competent Authority decides to recover costs; and
 - the provision of security to ensure compliance with conditions attached to an environmental authorisation, should it be required by the Competent Authority;
- I will inform all registered interested and affected parties of any suspension of the application as well as of any decisions taken by the Competent Authority in this regard;
- I am responsible for complying with the conditions of any environmental authorisation issued by the Competent Authority;
- I hereby indemnify the Government of the Republic of South Africa, the Competent Authority and all its officers, agents and employees, from any liability arising out of the content of any report, any procedure or any action which the applicant or EAP is responsible for in terms of these Regulations;
- I will not hold the Competent Authority responsible for any costs that may be incurred by the applicant in proceeding with an activity prior to obtaining an environmental authorisation or prior to an appeal being decided in terms of these Regulations;
- I will perform all obligations as expected from an applicant in terms of the Regulations;
- all the particulars furnished by me in this form are true and correct; and
- I am aware of what constitutes an offence in terms of Regulation 48 and that a person convicted of an offence in terms of Regulation 48(1) is liable to the penalties as contemplated in section 49B of the Act.
- I am aware that in terms of Section 24F of the National Environmental Management Act, as amended (Act No. 107 of 1998) that no listed activity may commence prior to an environmental authorisation being granted by the Competent Authority.

Signature³ of the applicant/ Signature on behalf of the applicant

Name of company (if applicable)

Date:

24 February 2020

¹ If this is signed on behalf of the applicant, proof of such authority from the applicant must be attached. If the applicant is a juristic person, a signature on behalf of the applicant is required as well as proof of such authority.

² If exemption is obtained from appointing an EAP, the responsibilities of an EAP will automatically apply to the person conducting the environmental impact assessment in terms of the Regulations.

³ Only original signatures will be accepted. No scanned, copied or faxed signatures will be accepted. An EAP may not sign on behalf of an applicant.

**APPENDIX 10
DECLARATION OF THE EAP**

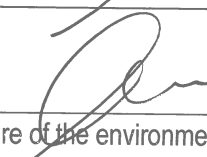
**APPENDIX 10
DECLARATION OF THE EAP**

I, C W NORMAN, declare that –

- I act as the independent environmental assessment practitioner in this application;
- I have expertise in conducting environmental impact assessments, 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 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 will take into account, to the extent possible, the matters listed in Regulation 13 of the Regulations when preparing the application and any report relating to the application;
- 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, unless access to that information is protected by law, in which case it will be indicated that such information exists and will be provided to the Competent Authority;
- I will perform all obligations as expected from an environmental assessment practitioner in terms of the Regulations; and
- I am aware of what constitutes an offence in terms of Regulation 48 and that a person convicted of an offence in terms of Regulation 48(1) is liable to the penalties as contemplated in Section 49B of the Act.

Disclosure of Vested Interest (delete whichever is not applicable)

- I do not have and will not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the Regulations;
- I have a vested interest in the proposed activity proceeding, such vested interest being:



Signature of the environmental assessment practitioner

Norman

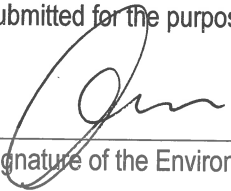
Name of company:

25/2/2020

Date

UNDERTAKING UNDER OATH/ AFFIRMATION

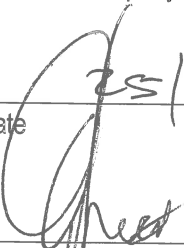
I, C.W NORMAN, swear under oath / affirm that all the information submitted or to be submitted for the purposes of this application is true and correct.



Signature of the Environmental Assessment Practitioner

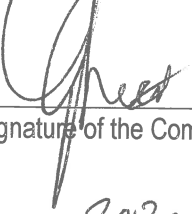
Aurecon

Name of Company



25/2/2020

Date



Signature of the Commissioner of Oaths

2020/02/25

Date

.....
JOUBERT THEART
COMMISSIONER OF OATHS
PROJECT MANAGER
AURECON SOUTH AFRICA (PTY) LTD
SUITE 201, SECOND FLOOR, BLOEMHOF BUILDING
65 YORK STREET, GEORGE 6530
REF.: 9/1/8/2 GEORGE

**APPENDIX 11
SCREENING TOOL REPORT**

**SCREENING REPORT FOR AN ENVIRONMENTAL AUTHORIZATION OR
FOR A PART TWO AMENDMENT OF AN ENVIRONMENTAL AUTHORISATION
AS REQUIRED BY THE 2014 EIA REGULATIONS – PROPOSED SITE
ENVIRONMENTAL SENSITIVITY**

EIA Reference number: -29.124801/18.658334

Project name: Veld PV South

Project title: PV South Basic Assessment

Date screening report generated: 11/11/2019 14:52:17

Applicant: Veld PV South (Pty) Ltd

Compiler: Charles Norman

Compiler signature:

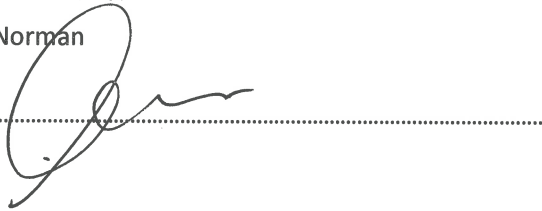
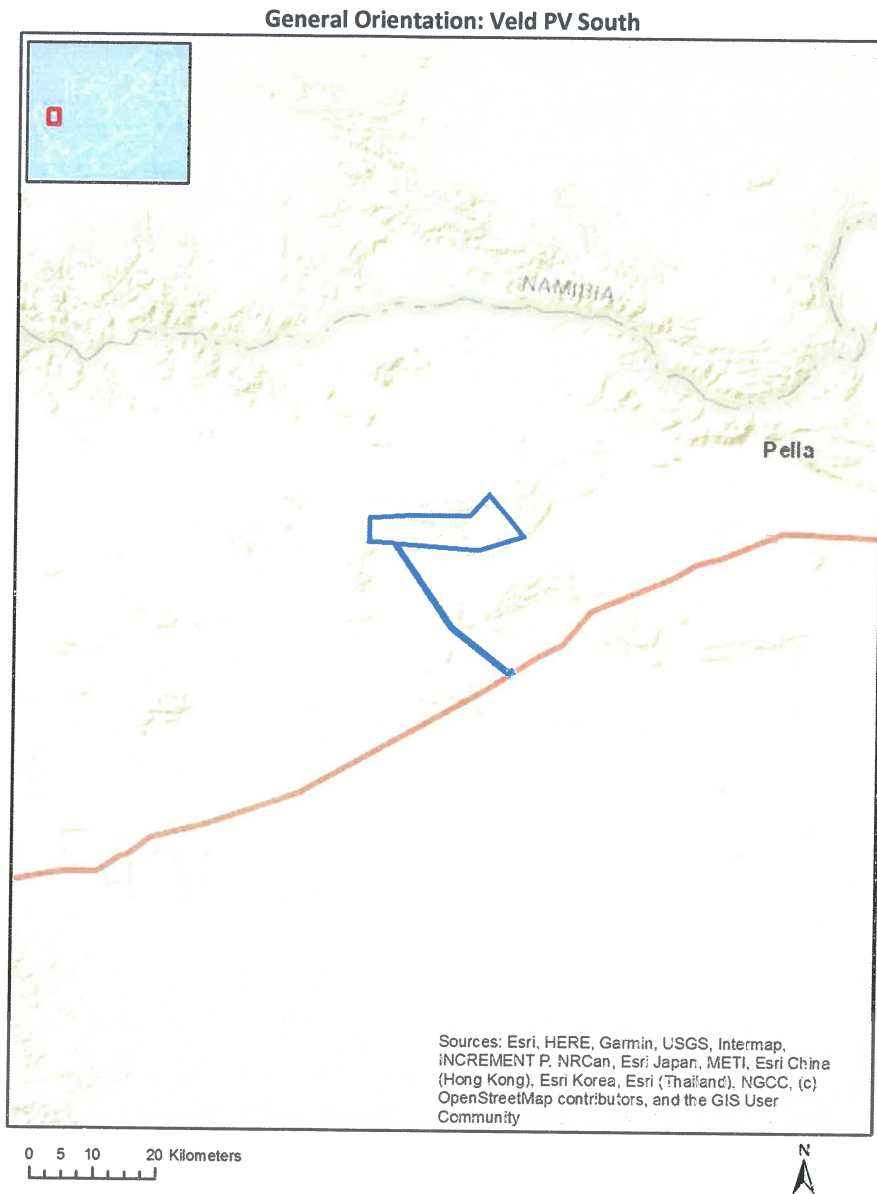
A handwritten signature in black ink is written over a horizontal dotted line. The signature is cursive and appears to be 'Charles Norman'.

Table of Contents

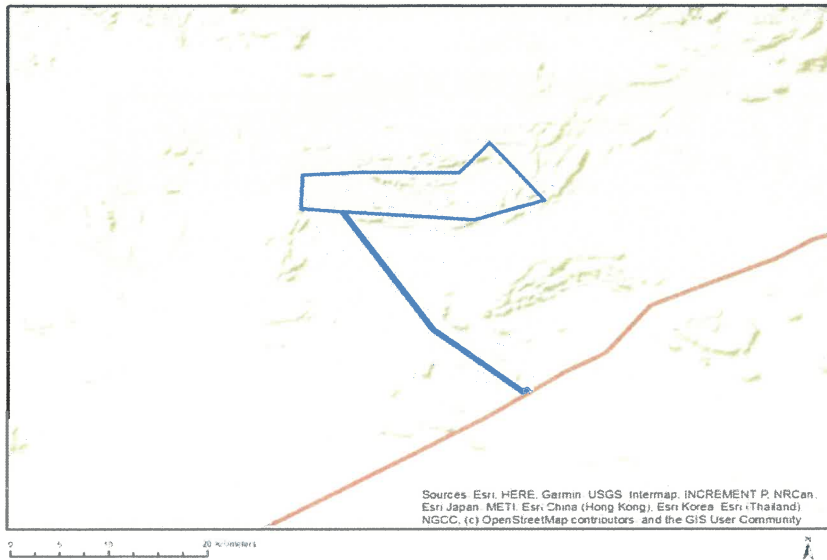
Proposed Project Location	3
Orientation map 1: General location	3
Map of proposed site and relevant area(s)	4
Cadastral details of the proposed site	4
Wind and Solar developments with an approved Environmental Authorisation or applications under consideration within 30 km of the proposed area	4
Environmental Management Frameworks relevant to the application	5
Environmental screening results and assessment outcomes	5
Relevant development incentives, restrictions, exclusions or prohibitions	5
Map indicating proposed development footprint within applicable development incentive, restriction, exclusion or prohibition zones.....	6
Proposed Development Area Environmental Sensitivity.....	6
Specialist assessments identified.....	7
Results of the environmental sensitivity of the proposed area	9
MAP OF RELATIVE AGRICULTURE THEME SENSITIVITY	9
MAP OF RELATIVE AQUATIC BIODIVERSITY THEME SENSITIVITY	10
MAP OF RELATIVE ARCHAEOLOGICAL AND CULTURAL HERITAGE THEME SENSITIVITY	11
MAP OF RELATIVE AVIAN THEME SENSITIVITY	12
MAP OF RELATIVE BATS THEME SENSITIVITY	13
MAP OF RELATIVE CIVIL AVIATION (SOLAR PV) THEME SENSITIVITY	14
MAP OF RELATIVE DEFENCE THEME SENSITIVITY.....	15
MAP OF RELATIVE LANDSCAPE (SOLAR) THEME SENSITIVITY	16
MAP OF RELATIVE PALEONTOLOGY THEME SENSITIVITY	17
MAP OF RELATIVE PLANT SPECIES THEME SENSITIVITY	18
MAP OF RELATIVE RFI THEME SENSITIVITY	19
MAP OF RELATIVE TERRESTRIAL BIODIVERSITY THEME SENSITIVITY	20

Proposed Project Location

Orientation map 1: General location



Map of proposed site and relevant area(s)



Cadastral details of the proposed site

Property details:

No	Farm Name	Farm/ Erf No	Portion	Latitude	Longitude	Property Type
1	KATKOP	55	0	29°11'44.85S	18°40'47.45E	Farm
2	AGGENEYS	56	0	29°16'36.68S	18°49'41.59E	Farm
3	ZUURWATER	62	0	29°16'48.54S	18°42'30.25E	Farm
4	HARAMOEP	53	0	29°6'35.04S	18°41'49.39E	Farm
5	KOERIS	54	0	29°10'30.1S	18°42'10.53E	Farm
6	ZUURWATER	62	3	29°18'46.48S	18°43'59.37E	Farm Portion
7	HARAMOEP	53	0	29°7'22.09S	18°42'28.59E	Farm Portion
8	AGGENEYS	56	2	29°17'48.56S	18°48'9.88E	Farm Portion
9	KATKOP	55	0	29°11'47.35S	18°40'45.67E	Farm Portion
10	KOERIS	54	2	29°10'20.32S	18°38'48.24E	Farm Portion
11	KOERIS	54	0	29°11'1.34S	18°43'26.81E	Farm Portion
12	AGGENEYS	56	1	29°16'19.4S	18°48'9.88E	Farm Portion
13	ZUURWATER	62	6	29°14'35.51S	18°41'28.77E	Farm Portion
14	ZUURWATER	62	2	29°15'42.42S	18°44'29.18E	Farm Portion

Development footprint¹ vertices:

No development footprint(s) specified.

Wind and Solar developments with an approved Environmental Authorisation or applications under consideration within 30 km of the proposed area

¹ "development footprint", means the area within the site on which the development will take place and includes all ancillary developments for example roads, power lines, boundary walls, paving etc. which require vegetation clearance or which will be disturbed and for which the application has been submitted.

No	EIA Reference No	Classification	Status of application	Distance from proposed area (km)
1	12/12/20/2334/4	Solar PV	Approved	0
2	12/12/20/2151	Solar PV	Approved	1.9
3	14/12/16/3/3/2/448/1	Solar PV	Approved	8.8
4	14/12/16/3/3/2/448/10	Solar PV	Approved	8.8
5	14/12/16/3/3/2/222	Solar PV	Approved	0
6	12/12/20/2334/5	Solar PV	Approved	0
7	12/12/20/2602	Solar PV	Approved	0

Environmental Management Frameworks relevant to the application

No intersections with EMF areas found.

Environmental screening results and assessment outcomes

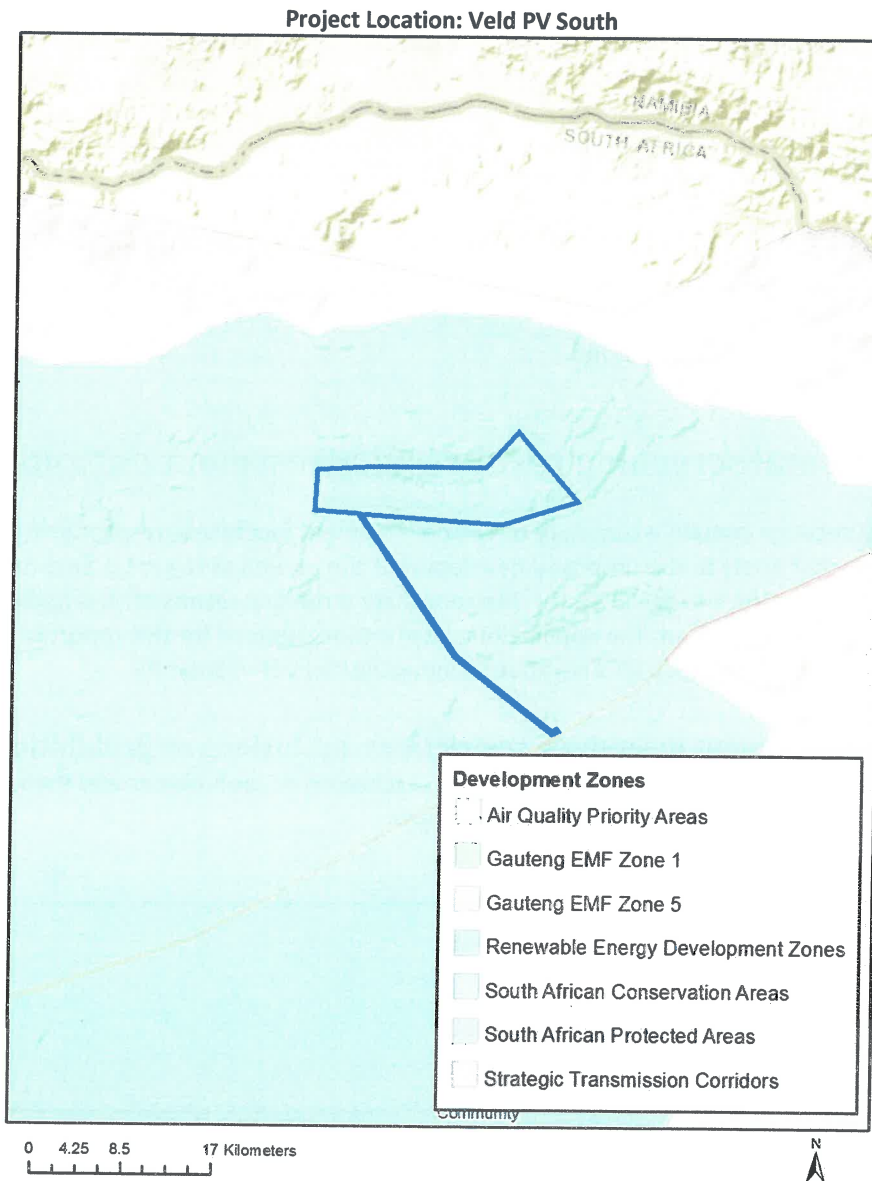
The following sections contain a summary of any development incentives, restrictions, exclusions or prohibitions that apply to the proposed development site as well as the most environmental sensitive features on the site based on the site sensitivity screening results for the application classification that was selected. The application classification selected for this report is: Utilities Infrastructure | Electricity | Generation | Renewable | Solar | PV | Solar PV.

Relevant development incentives, restrictions, exclusions or prohibitions

The following development incentives, restrictions, exclusions or prohibitions and their implications that apply to this site are indicated below.

Incentive, restriction or prohibition	Implication
Strategic Transmission Corridor-Northern corridor	https://screening.environment.gov.za/ScreeningDownloads/DevelopmentZones/GNR_350_of_13_April_2017.pdf
Renewable energy development zones 8-Springbok	https://screening.environment.gov.za/ScreeningDownloads/DevelopmentZones/GNR_350_of_13_April_2017.pdf

Map indicating proposed development footprint within applicable development incentive, restriction, exclusion or prohibition zones



Proposed Development Area Environmental Sensitivity

The following summary of the development site environmental sensitivities is identified. Only the highest environmental sensitivity is indicated. The footprint environmental sensitivities for the proposed development footprint as identified, are indicative only and must be verified on site by a suitably qualified person before the specialist assessments identified below can be confirmed.

Theme	Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
Agriculture Theme			X	
Aquatic Biodiversity Theme				X

Archaeological and Cultural Heritage Theme			X	
Avian Theme		X		
Bats Theme				X
Civil Aviation (Solar PV) Theme			X	
Defence Theme				X
Landscape (Solar) Theme	X			
Paleontology Theme		X		
Plant Species Theme			X	
RFI Theme	X			
Terrestrial Biodiversity Theme	X			

Specialist assessments identified

Based on the selected classification, and the environmental sensitivities of the proposed development footprint, the following list of specialist assessments have been identified for inclusion in the assessment report. It is the responsibility of the EAP to confirm this list and to motivate in the assessment report, the reason for not including any of the identified specialist study including the provision of photographic evidence of the site situation.

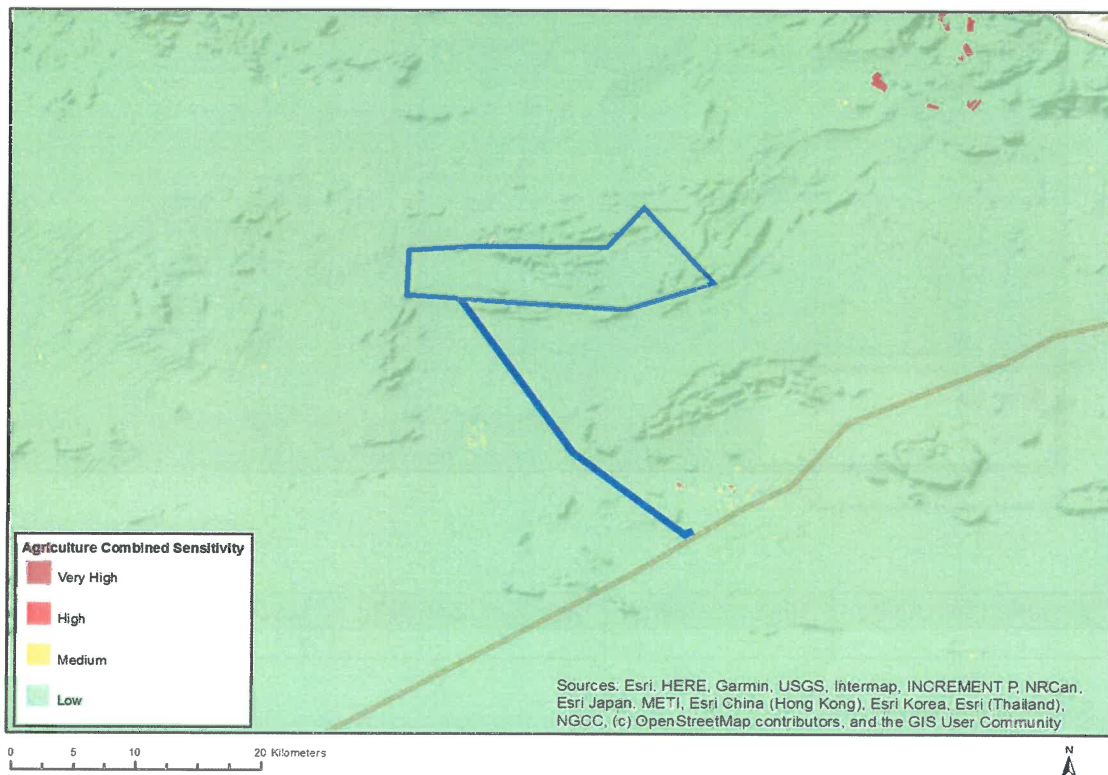
N	Specialist assessment	Assessment Protocol
1	Agricultural Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Agriculture Assessment Protocols.pdf
2	Landscape/Visual Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
3	Archaeological and Cultural Heritage Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
4	Palaeontology Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
5	Terrestrial Biodiversity Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Terrestrial Biodiversity Assessment Protocols.pdf
6	Aquatic Biodiversity	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols

	sity Impact Assessment	/DraftGazetted Aquatic Biodiversity Assessment.pdf
7	Avian Impact Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
8	Civil Aviation Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Civil Aviation Installations Assessment Protocols.pdf
9	Defense Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted Defence Installations Assessment Protocols.pdf
10	RFI Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
11	Geotechnical Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
12	Socio-Economic Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
13	Plant Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf
14	Animal Species Assessment	https://screening.environment.gov.za/ScreeningDownloads/AssessmentProtocols/DraftGazetted General Requirement Assessment Protocols.pdf

Results of the environmental sensitivity of the proposed area.

The following section represents the results of the screening for environmental sensitivity of the proposed site for relevant environmental themes associated with the project classification. It is the duty of the EAP to ensure that the environmental themes provided by the screening tool are comprehensive and complete for the project. Refer to the disclaimer.

MAP OF RELATIVE AGRICULTURE THEME SENSITIVITY

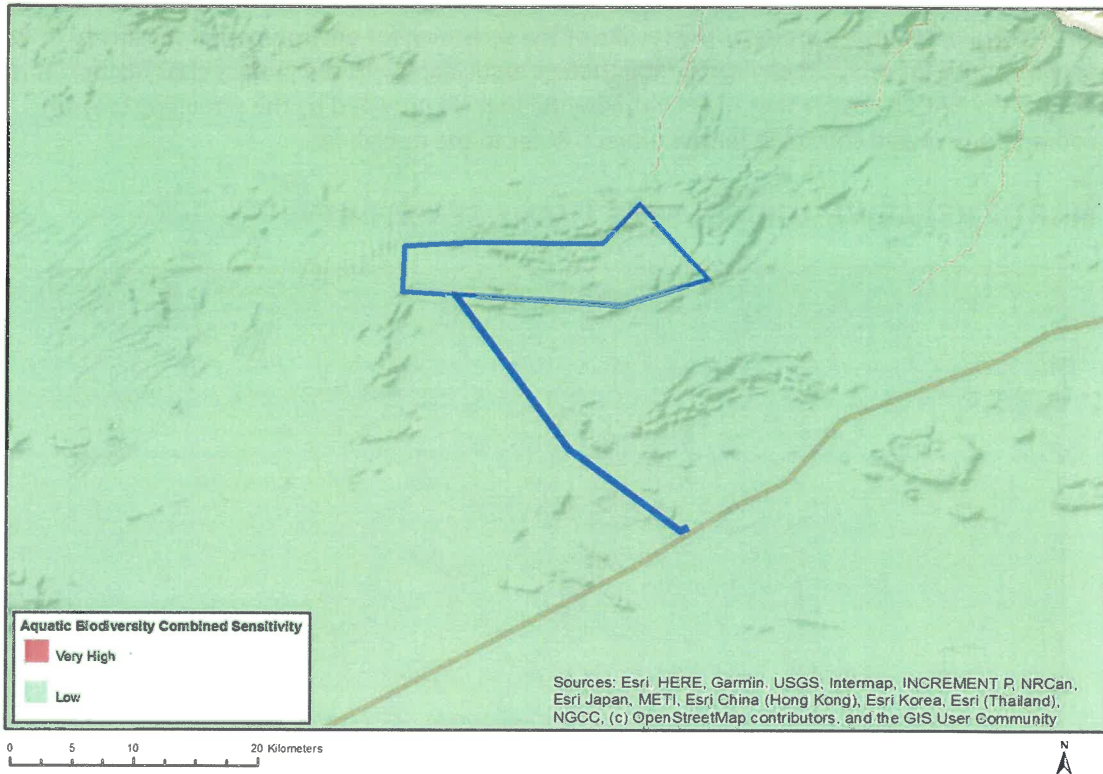


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Low	Land capability;01. Very low/02. Very low/03. Low-Very low/04. Low-Very low/05. Low
Medium	Land capability;06. Low-Moderate/07. Low-Moderate/08. Moderate

MAP OF RELATIVE AQUATIC BIODIVERSITY THEME SENSITIVITY

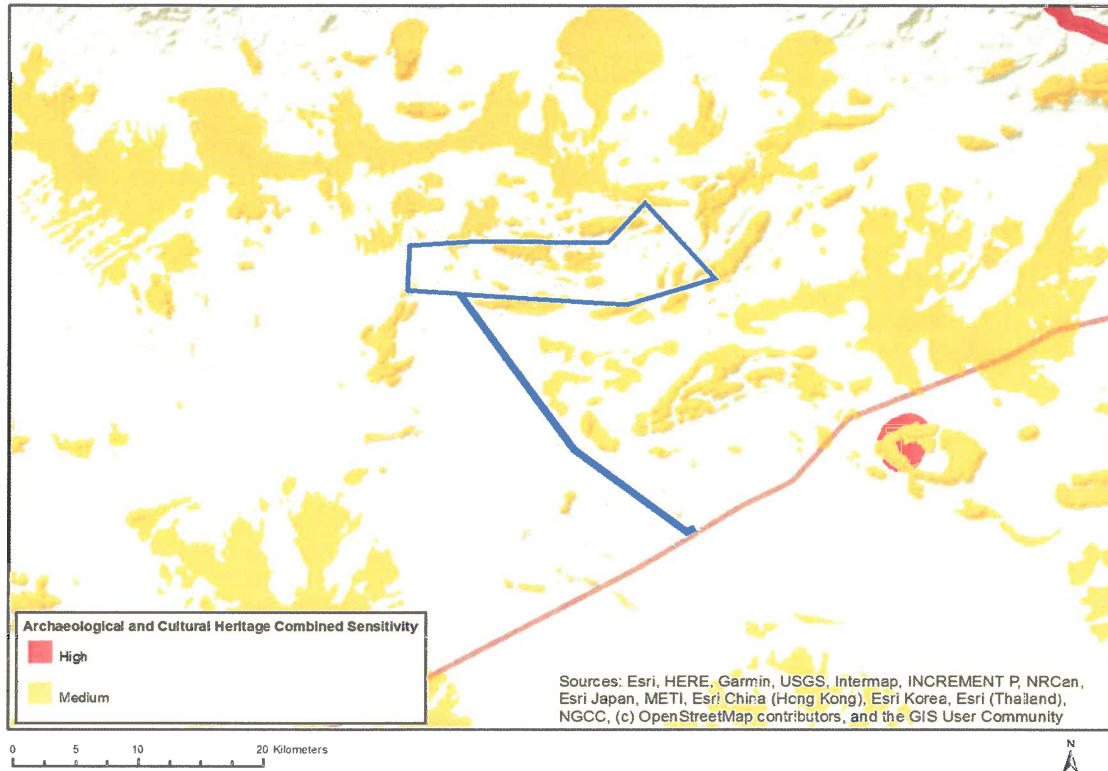


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low Sensitivity Areas

MAP OF RELATIVE ARCHAEOLOGICAL AND CULTURAL HERITAGE THEME SENSITIVITY

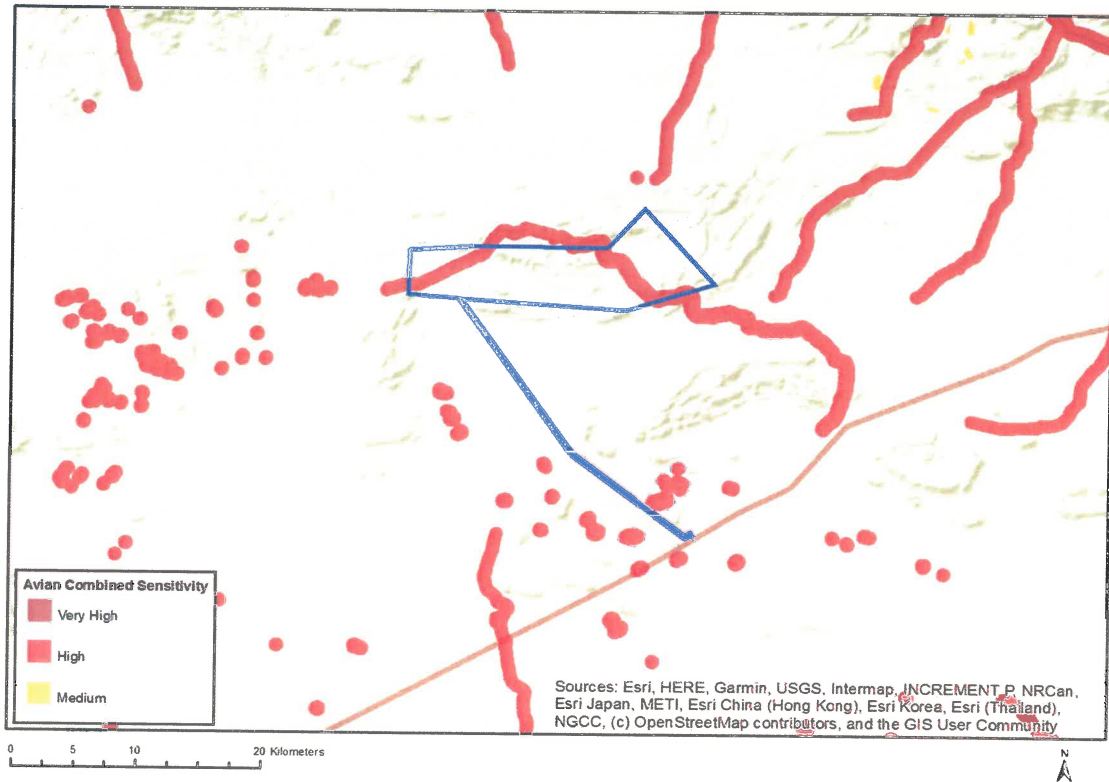


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Medium	Mountain or ridge

MAP OF RELATIVE AVIAN THEME SENSITIVITY

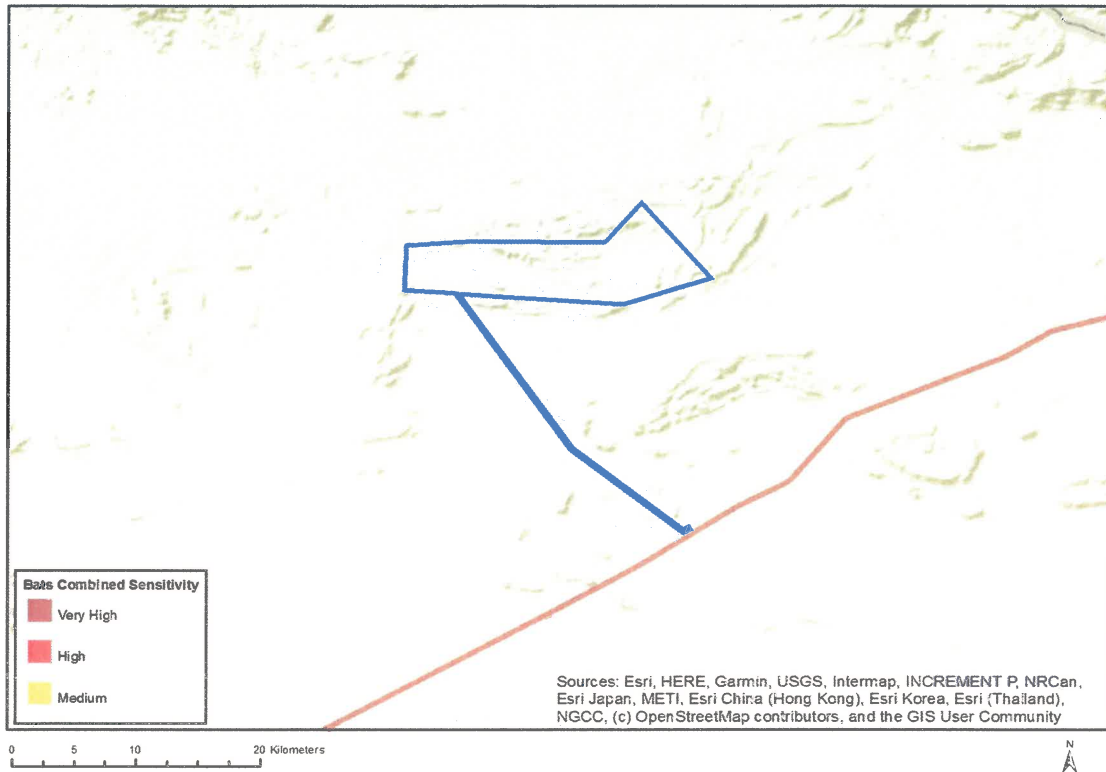


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Within 500 m of a river
High	Wetland
High	Within 500 m of a wetland

MAP OF RELATIVE BATS THEME SENSITIVITY

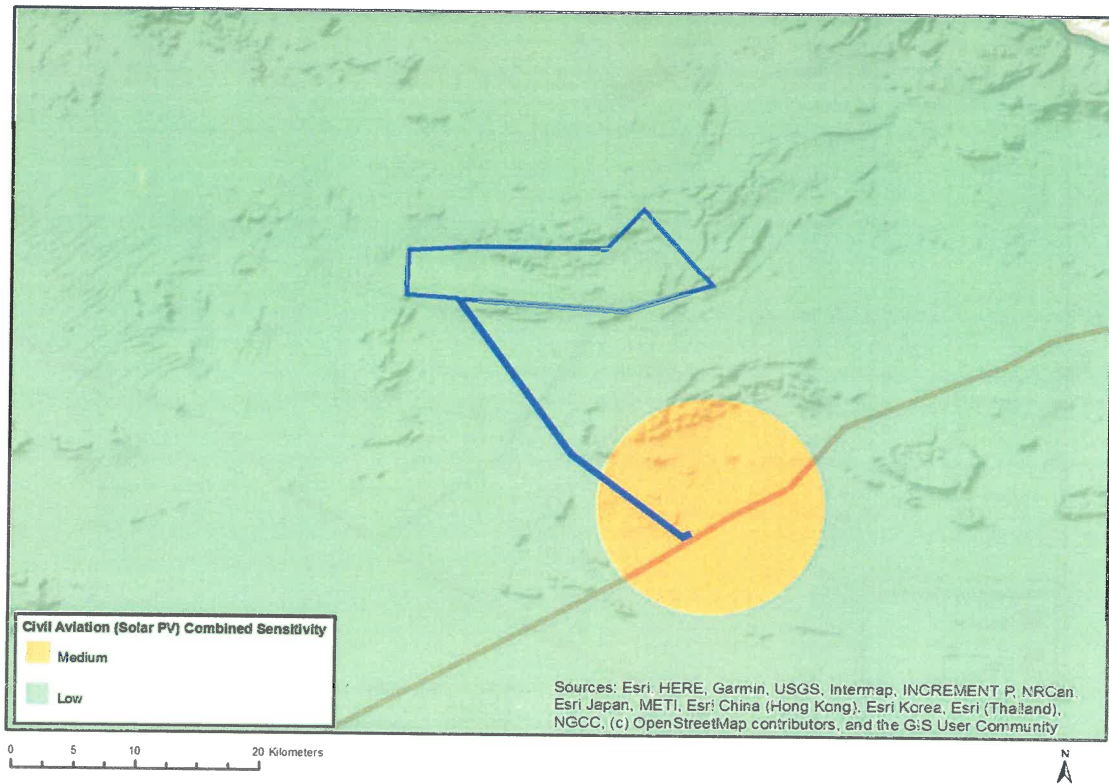


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

MAP OF RELATIVE CIVIL AVIATION (SOLAR PV) THEME SENSITIVITY

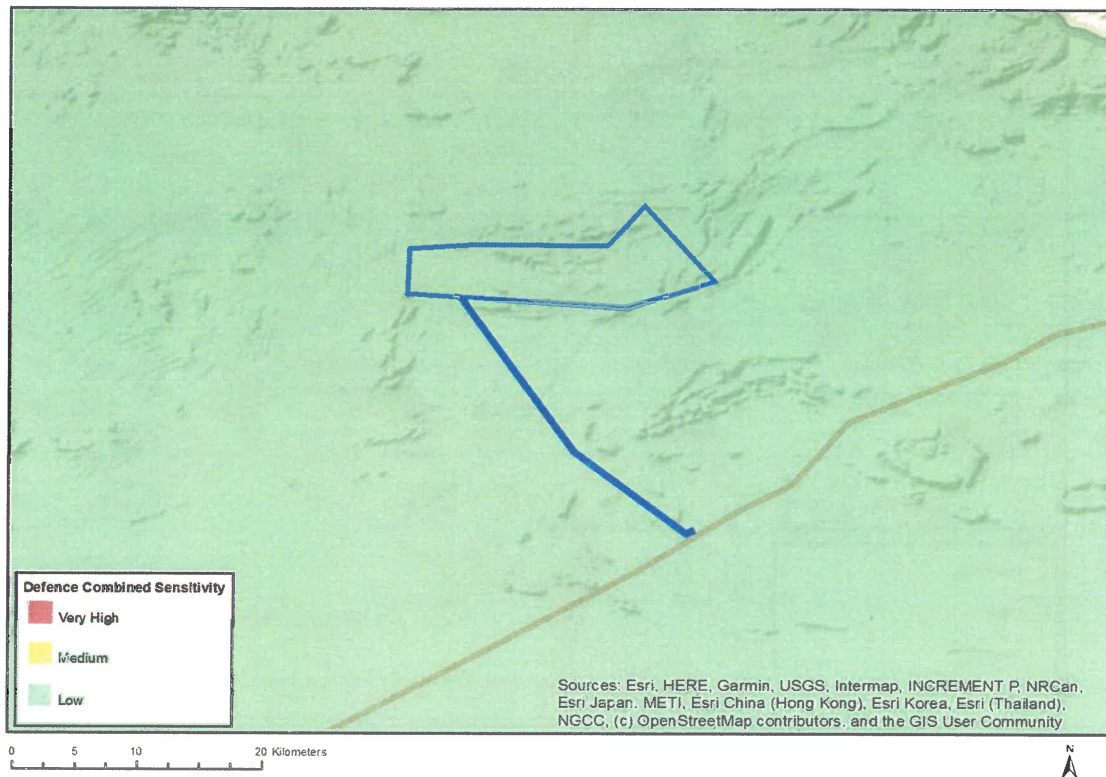


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Low	No major or other types of civil aviation aerodromes
Medium	Within 8 km of an other civil aviation aerodrome

MAP OF RELATIVE DEFENCE THEME SENSITIVITY

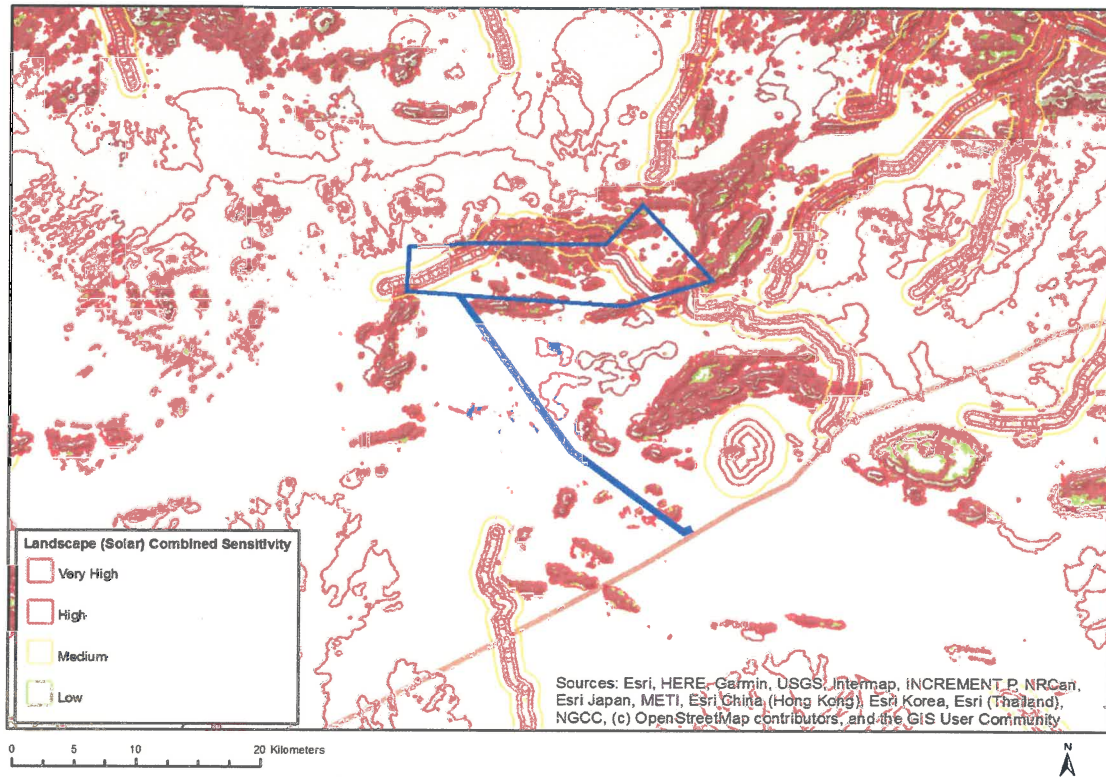


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
			X

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity

MAP OF RELATIVE LANDSCAPE (SOLAR) THEME SENSITIVITY

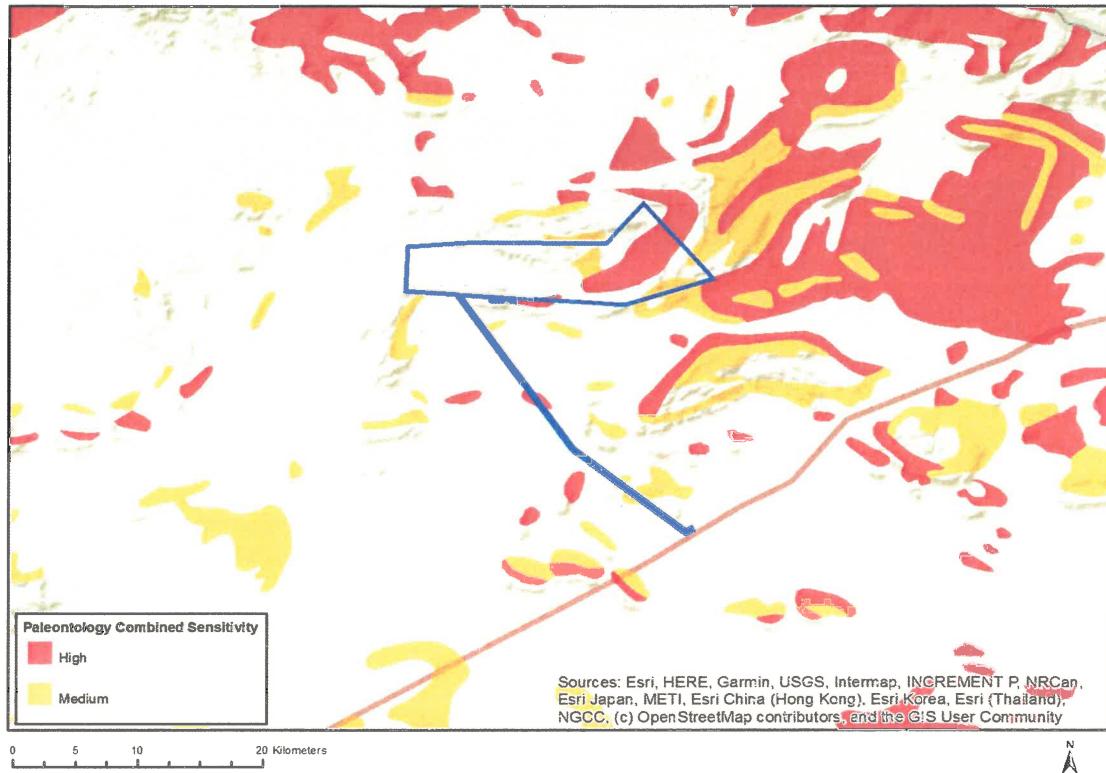


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
High	Slope between 1:4 and 1:10
High	Within 500 m of a river
Low	Slope less than 1:10
Medium	Within 1000 m of a wetland
Very High	Mountain tops and high ridges
Very High	Slope more than 1:4
Very High	Within 250 m of a river

MAP OF RELATIVE PALEONTOLOGY THEME SENSITIVITY

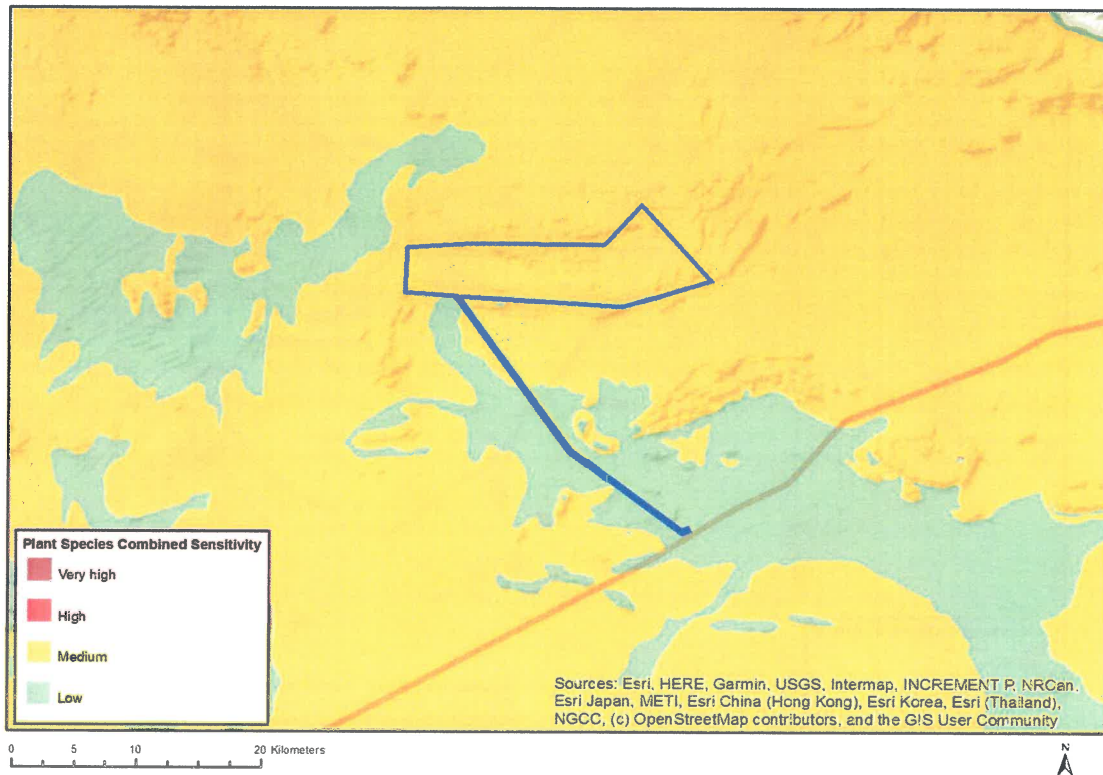


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
	X		

Sensitivity Features:

Sensitivity	Feature(s)
High	Rock units with a high paleontological sensitivity
Medium	Rock units with a medium paleontological sensitivity

MAP OF RELATIVE PLANT SPECIES THEME SENSITIVITY

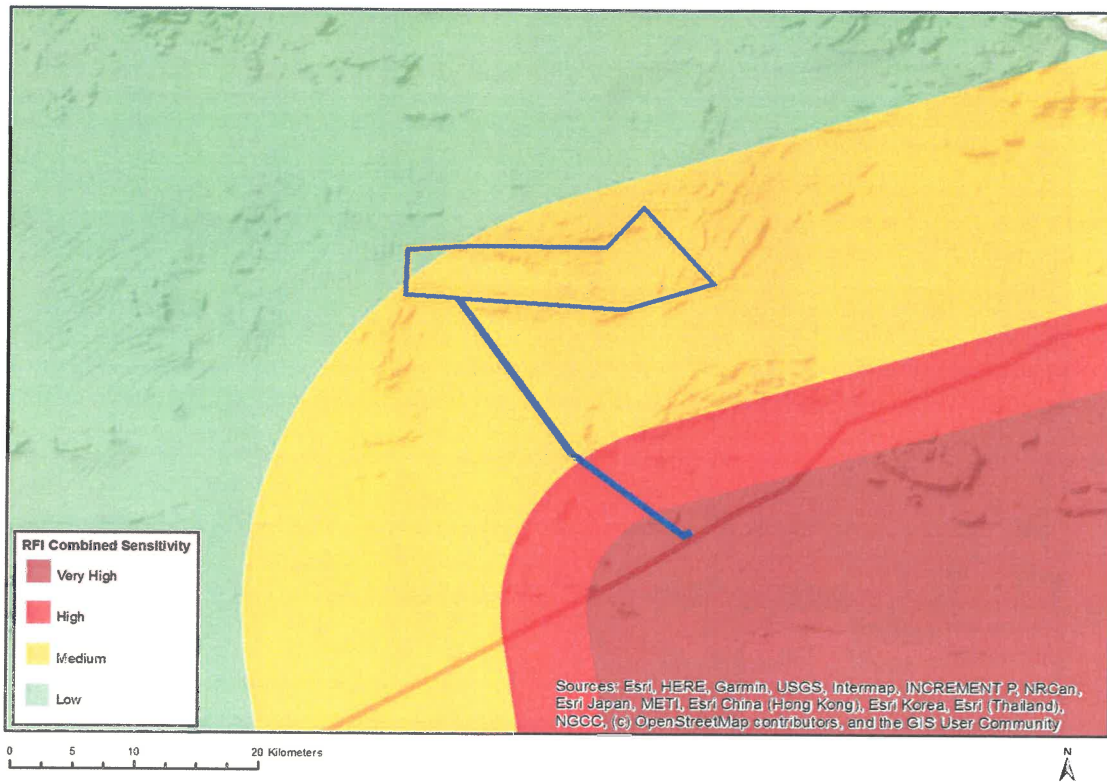


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
		X	

Sensitivity Features:

Sensitivity	Feature(s)
Low	Low sensitivity
Medium	Sensitive species 44
Medium	Crotalaria pearsonii
Medium	Sensitive species 577

MAP OF RELATIVE RFI THEME SENSITIVITY

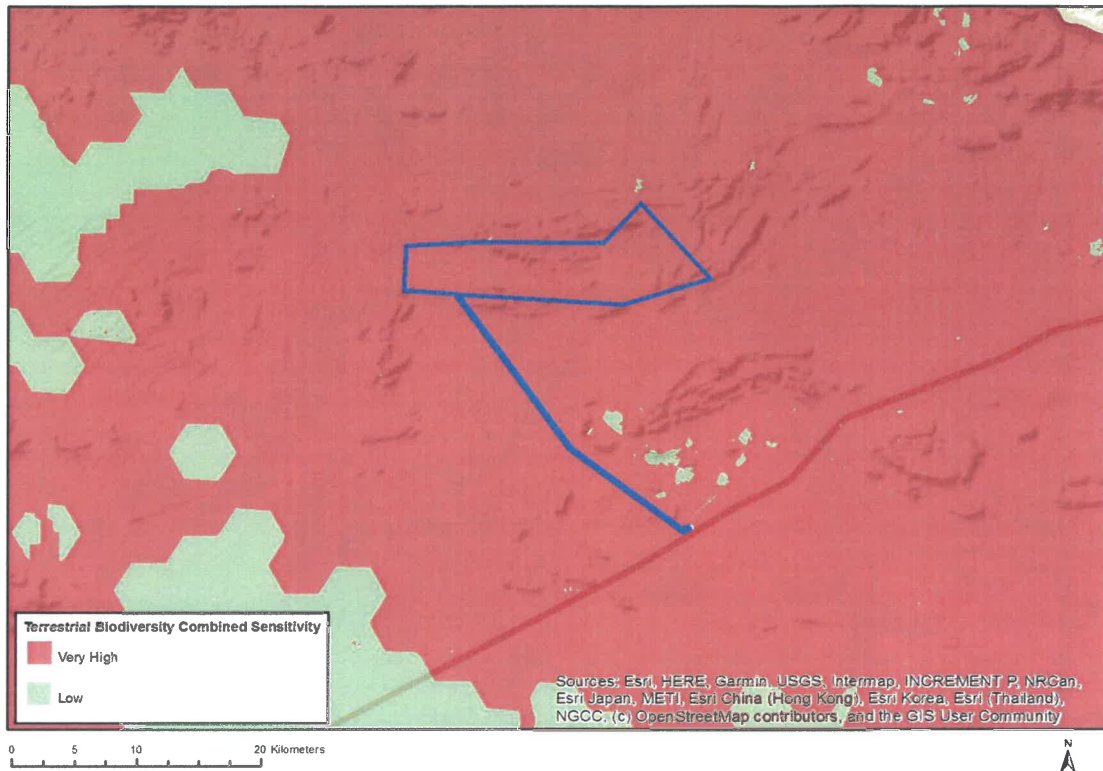


Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
High	Between 8 and 14 km of the Radio Astronomy Advantage Area; More than 60 km from a Weather Radar installation; Low sensitivity for communication facilities
Low	None; More than 60 km from a Weather Radar installation; Low sensitivity for communication facilities
Medium	Between 14 and 32 km of the Radio Astronomy Advantage Area; More than 60 km from a Weather Radar installation; Low sensitivity for communication facilities
Very High	Inside or within 8 km of the Radio Astronomy Advantage Area; More than 60 km from a Weather Radar installation; Low sensitivity for communication facilities

MAP OF RELATIVE TERRESTRIAL BIODIVERSITY THEME SENSITIVITY



Very High sensitivity	High sensitivity	Medium sensitivity	Low sensitivity
X			

Sensitivity Features:

Sensitivity	Feature(s)
Low	None
Very High	Critical Biodiversity Area 2
Very High	Critical Biodiversity Area 1
Very High	Ecological Support Area 1
Very High	Focus Areas for land-based protected areas expansion