



REFERENCE: 14/2/4/2/2/B1/14/0011/19

ENQUIRIES: Ziyaad Allie

The Members
Riverscape Farm CC
85 Kloof Street
CAPE TOWN
8001

Tel: (083) 406 7511
Email: pjulian@echosa.com

Attention: Mr P Julian

Dear Sir

APPLICATION IN TERMS OF SECTION 24G OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT 107 OF 1998) ("NEMA"): UNLAWFUL COMMENCEMENT OF A LISTED ACTIVITY: UNLAWFUL CLEARING OF INDIGENOUS VEGETATION ON PORTIONS 16 AND 17 OF FARM 53, ROODEBERG, ROBERTSON

With reference to your application received by the Department on 07 June 2019 in terms of section 24G of the NEMA for the consequences of unlawful commencement of listed activities identified in terms of the NEMA, find below the decision in respect of your application.

ENVIRONMENTAL AUTHORISATION

A. DECISION

By virtue of the powers conferred by section 24G of the NEMA and the *Environmental Impact Assessment Regulations, 2014* ("EIA Regulations, 2014") (as amended), the competent authority herewith **grants environmental authorisation** to the applicant to continue with the listed activities specified in Section C below in accordance with the implemented Alternative as described in the application received by the Department on 07 June 2019 and the Biodiversity Agreement dated 10 November 2020.

The granting of this Environmental Authorisation is for the continuation, conducting or undertaking of the listed activities as described in Section C below and is subject to compliance with the conditions set out in Section G. This Environmental Authorisation shall only take effect from the date on which it has been issued.

The Environmental Authorisation does not exempt the holder thereof from compliance with any other applicable legislation.

B. DETAILS OF THE APPLICANT FOR THIS ENVIRONMENTAL AUTHORISATION

Riverscape Farm CC

c/o Mr P Julian

85 Kloof Street

CAPE TOWN

8000

Cell: 083 406 7511

Email: pjulian@echosa.com

The abovementioned applicant is the holder of this Environmental Authorisation and is hereinafter referred to as "the holder".

C. LIST OF ACTIVITIES AUTHORISED

Listed Activities	Activity/Project Description
<p>Government Notice No. R. 327 of 2014 –</p> <p>Activity Number: 27</p> <p>Activity Description:</p> <p><i>"The clearance of an area of 1 hectare or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for-</i></p>	<p>Between 2014 and 2015 the applicant commenced with the clearance of 6 ha of indigenous vegetation on Portion 16 and 17 of Farm 53.</p>

<p>(i) The undertaking of a linear activity: or (ii) Maintenance purposes undertaken in accordance with a maintenance management plan."</p>	
<p>Government Notice No. R324 of 2014 – Activity Number: 12 Activity Description: "The clearance of an area of 300 square metres or more of indigenous vegetation except where such clearance of indigenous vegetation is required for maintenance purposes undertaken in accordance with a maintenance plan."</p>	<p>Between 2014 and 2015 the applicant commenced with the clearance of 6 ha of indigenous vegetation on Portion 16 and 17 of Farm 53.</p>

The abovementioned list is hereinafter referred to as "the listed activities".

D. PROPERTY DESCRIPTION AND LOCATION

The listed activities commenced on Farm Roodeberg 53, Portions 16 and 17.

The SG digit codes are: Portion 16: C06500000000005300016

Portion 17: C06500000000005300017

The co-ordinates for the property of Portion 16 boundary are:

Point	Latitude (S)	Longitude (E)
1	33° 48' 10.47" South	19° 40' 50.06" East
2	33° 47' 34.75" South	19° 43' 40.9" East
3	33° 47' 53.62" South	19° 43' 46.74" East
4	33° 48' 11.29" South	19° 40' 49.66" East

The co-ordinates for the property of Portion 17 boundary are:

Point	Latitude (S)	Longitude (E)
1	33° 48' 11.68" South	19° 40' 49.27" East
2	33° 48' 12.23" South	19° 40' 48.93" East
3	33° 48' 17.44" South	19° 41' 2.34" East
4	33° 48' 8.57" South	19° 43' 51.55" East

Refer to Annexure 1: Locality Plan and Annexure 2: Site Plan.

Herein-after referred to as "the site".

E. DETAILS OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER ("EAP")

Resource Management Services (RMS)

c/o Mr Larry Eichstadt

P.O. BOX 4296

DURBANVILLE

7551

Cell: 082 444 2636

Email: larry@rmsenviro.co.za

F. DETAILS OF THE ACTIVITIES UNDERTAKEN

During 2014-2015, the holder commenced with the clearance of approximately 6 ha of indigenous vegetation (Worcester Renosterveld Karoo) which was cleared to allow for the cultivation of olive trees and construction of a single dwelling. A trench was also dug on the property to lay a pipeline to transport water from the river.

G. CONDITIONS OF AUTHORISATION

The following are conditions of authorisation that are set and must be implemented for this Environmental Authorisation.

PART I

Scope of authorisation

1. The holder is authorised to undertake the listed activities specified in Section C above in accordance with and restricted to the implemented described in the application and assessment report received by the Department on 07 June 2019 on the site as described in Section D above.
2. The holder shall be responsible for ensuring compliance with the conditions by any person acting on his/her behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.
3. Any changes to, or deviations from the scope of the alternative described in Section F above must be accepted or approved, in writing, by the competent authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the competent authority may request information to evaluate the significance and impacts of such changes or deviations, and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.

PART II

Written notice to the competent authority

4. Seven (7) calendar days' notice, in writing, must be given to the competent authority for confirmation of implementation of the Biodiversity Offset Agreement signed 09 and 10 November 2020.
 - 4.1 The notice must make clear reference to the site details and 24G Reference number given above.

PART III

Notification and administration of an appeal

5. The holder must in writing, within 14 (fourteen) calendar days of the date of this decision–

- 5.1 notify all registered Interested and Affected Parties ("I&APs") of –
 - 5.1.1 the outcome of the application;
 - 5.1.2 the reasons for the decision as included in Annexure 2;
 - 5.1.3 the date of the decision; and
 - 5.1.4 the date when the decision was issued.
- 5.2 draw the attention of all registered I&APs to the fact that an appeal may be lodged against the decision in terms of the *National Appeals Regulations, 2014* detailed in Section I below.
- 5.3 draw the attention of all registered I&APs to the manner in which they may access the decision.
- 5.4 provide the registered I&APs with:
 - 5.4.1 the name of the holder (entity) of this Environmental Authorisation;
 - 5.4.2 name of the responsible person for this Environmental Authorisation;
 - 5.4.3 postal address of the holder;
 - 5.4.4 telephonic and fax details of the holder;
 - 5.4.5 e-mail address, if any, of the holder; and
 - 5.4.6 the contact details (postal and/or physical address, contact number, facsimile and e-mail address) of the decision-maker and all registered I&APs in the event that an appeal is lodged in terms of the *National Appeal Regulations, 2014*.
6. The continuation of the listed activities may not commence within 34 (thirty-four) calendar days from the date of issue of this Environmental Authorisation. In the event that an appeal is lodged with the Appeal Authority, the effect of this Environmental Authorisation is suspended until the appeal is decided.

PART IV

Management of the activity/development

7. The Biodiversity Offset Agreement ("BOA") signed 09 and 10 November 2020 is hereby approved and must be implemented.
8. The BOA must be implemented within two years of the date of this environmental authorisation.

PART V

Monitoring

9. The holder must appoint a suitably experienced Environmental Control Officer ("ECO") or site agent where appropriate, to ensure compliance with the BOA and the conditions contained herein.
10. A copy of the Environmental Authorisation, BOA, any independent assessments of financial provision for rehabilitation and environmental liability, audit reports and compliance monitoring reports must be kept at the site of the authorised activities, and must be made available to anyone on request, including a publicly accessible website (if applicable).
11. Access to the site referred to in Section D must be granted, and the environmental reports mentioned above must be produced, to any authorised official representing the competent authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein.

PART VI

Auditing

12. In terms of regulation 34 of the *EIA Regulations, 2014* the holder must conduct environmental audits to determine compliance with the conditions of the Environmental Authorisation, and the BA and submit Environmental Audit Reports to the competent authority upon receiving such request in writing from the competent authority. The Audit Report must be prepared by an independent person and must consider all the information required in Appendix 7 of the *EIA Regulations, 2014*.

PART VII

Activity/ Development Specific Conditions

13. Should any heritage remains be exposed during excavations or any other actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape. Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape.

Heritage remains include: meteorites, archaeological and/or paleontological remains (including fossil shells and trace fossils); coins; indigenous and/or colonial ceramics; any

articles of value or antiquity; marine shell heaps; stone artefacts and bone remains; structures and other built features with heritage significance; rock art and rock engravings; and/or graves or unmarked human burials including grave goods and/or associated burial material.

14. A qualified archaeologist and/or palaeontologist must be contracted where necessary (at the expense of the holder) to remove any heritage remains. Heritage remains can only be disturbed by a suitably qualified heritage specialist working under a directive from the relevant heritage resources authority.

H. GENERAL MATTERS

1. Notwithstanding this Environmental Authorisation, the holder must comply with any other statutory requirements that may be applicable when undertaking the listed activities.
2. Non-compliance with a condition or term of this Environmental Authorisation may render the holder liable to criminal prosecution.
3. The holder must submit an application for amendment of the Environmental Authorisation to the competent authority where any detail with respect to the Environmental Authorisation must be amended, added, substituted, corrected, removed or updated. If a new holder is proposed, an application for Amendment in terms of Part 1 of the *EIA Regulations, 2014* must be submitted.

Please note that an amendment is not required if there is a change in the contact details of the holder. In this case, the competent authority must only be notified of such changes.

I. APPEALS

Appeals must comply with the provisions contained in the *National Appeal Regulations, 2014*.

1. An appellant (if the holder) must –
 - 1.1 submit an appeal in accordance with regulation 4 *National Appeal Regulations, 2014* to the Appeal Administrator and a copy of the appeal to any registered I&APs, any Organ of State with interest in the matter and the decision maker within 20 (twenty) calendar days from the date the holder was notified by the competent authority of this decision.
2. An appellant (if NOT the holder) must –
 - 2.1 submit an appeal in accordance with regulation 4 *National Appeal Regulations, 2014* to the Appeal Administrator, and a copy of the appeal to the holder, any registered I&APs, any Organ of State with interest in the matter and the decision maker within 20 (twenty) calendar days from the date the holder notified the registered I&APs of this decision.
3. The holder (if not the appellant), the decision-maker, I&APs and Organ of State must submit their responding statements, if any, to the Appeal Authority and the appellant within 20 (twenty) calendar days from the date of receipt of the appeal submission.
4. This appeal and responding statement must be submitted to the address listed below -

By post: Attention: Marius Venter
Western Cape Ministry of Local Government, Environmental Affairs &
Development Planning
Private Bag X9186, Cape Town, 8000; or

By facsimile: (021) 483 4174; or

By hand: Attention: Mr Marius Venter (Tel: 021-483 3721)
Room 809, 8th floor Utilitas Building
1 Dorp Street, Cape Town, 8000; or

By e-mail: DEADP.Appeals@westerncape.gov.za

Note: You are also requested to submit an electronic copy (Microsoft Word format) of the appeal and any supporting documents to the Appeal Administrator to the address listed above and/ or via e-mail to DEADP.Appeals@westerncape.gov.za.

5. A prescribed appeal form, as well as assistance regarding the appeal processes is obtainable from the office of the appeal authority/ at: Tel. (021) 483 3721, E-mail DEADP.Appeals@westerncape.gov.za or URL <http://www.westerncape.gov.za/eadp>.

J. CONSEQUENCES OF NON-COMPLIANCE WITH CONDITIONS

Non-compliance with a condition or term of this Environmental Authorisation or EMPr may result in suspension or withdrawal of this Environmental Authorisation and may render the holder liable for criminal prosecution.

K. DISCLAIMER

The Western Cape Government, appointed in terms of the conditions of this Environmental Authorisation, shall not be responsible for any damages or losses suffered by the holder, developer or his/her successor in any instance where construction or operation subsequent to construction is temporarily or permanently stopped for reasons of non-compliance with the conditions as set out herein or any other subsequent document or legal action emanating from this decision.

Yours faithfully

ADV. CHARMAINE MARÉ
DIRECTOR: ENVIRONMENTAL GOVERNANCE

DATE OF DECISION: _____

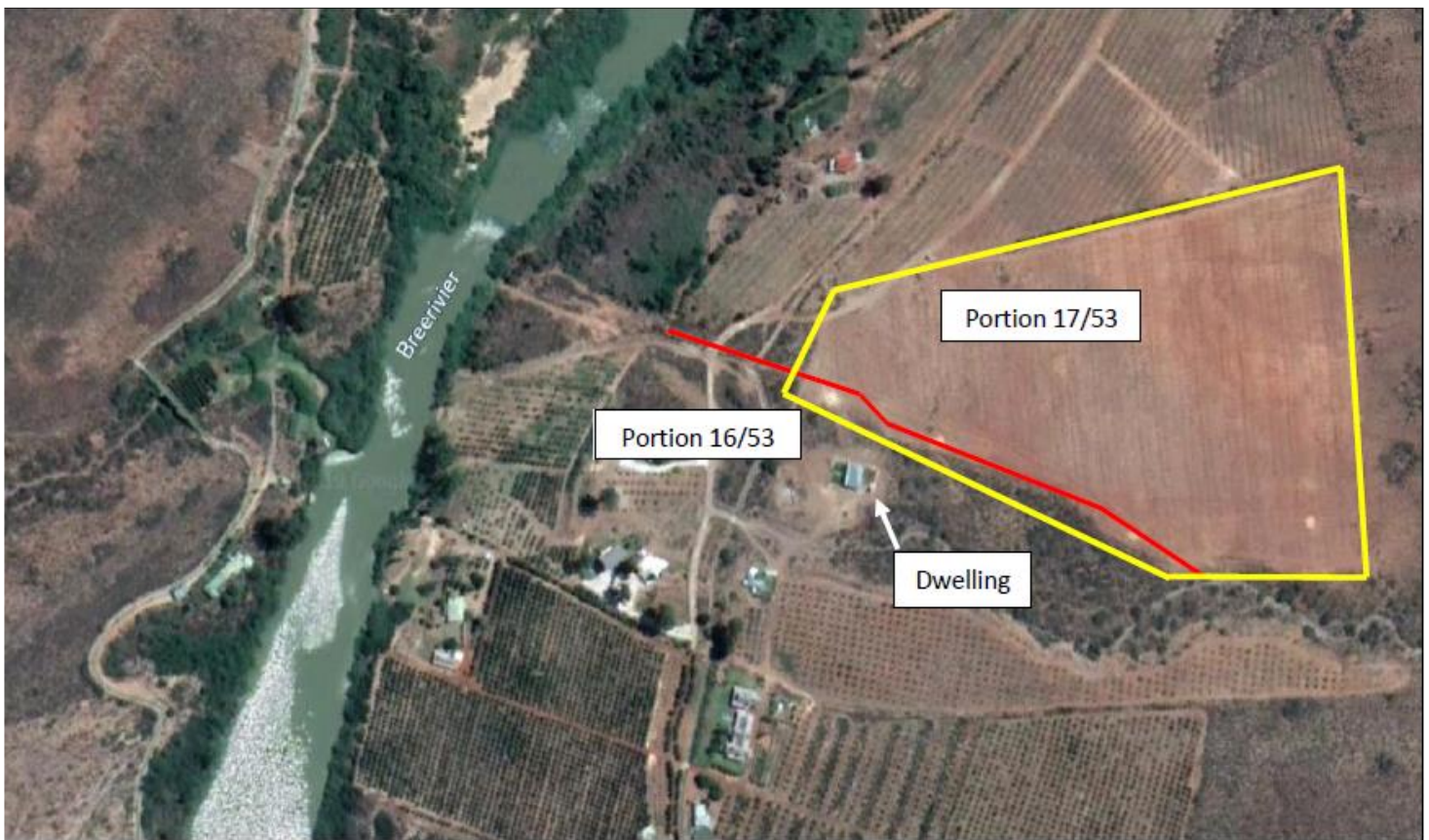
cc: (1) J Brand (ENS Africa)
(2) Larry Eichstadt (EAP)
(3) Fahd Said (DEA&DP:ELE)

email: jbrand@ensafrica.com

email: larry@rmsenviro.co.za

email: fahd.said@westerncape.gov.za

ANNEXURE 1: LOCALITY MAP



FOR OFFICIAL USE ONLY:

S24G REFERENCE: 14/2/4/2/2/B1/14/0011/19

ENFORCEMENT REFERENCE : 14/1/1/E2/1/3/3/0423/18

ANNEXURE 2: REASONS FOR THE DECISION

This Environmental Authorisation is in respect of the consequences of commencement of the afore-mentioned illegal activities. An Environmental Assessment Practitioner ("EAP") was appointed to submit a section 24G Environmental Impact Assessment ("EIA") to the Department to obtain this Environmental Authorisation. The EIA was considered adequate for informed decision-making. In addition, the holder paid an administrative fine of R50 000 (Fifty thousand Rand) to meet the requirements of section 24G of the *National Environmental Management Act, 1998* ("NEMA").

In reaching its decision, the competent authority, *inter alia*, considered the following:

- a) The information contained in the application form received by the Department on 07 June 2019 and the Biodiversity Offset Agreement signed on 9 and 10 November 2020.
- b) Relevant information contained in the Departmental information base, including, the Guidelines on Public Participation and Alternatives.
- c) The objectives and requirements of relevant legislation, policies and guidelines, including section 2 of the NEMA.
- d) The public participation process conducted by the Environmental Assessment Practitioner ("EAP").
- e) The comments received from Interested and Affected Parties ("I&APs") and the responses provided thereto.
- f) The sense of balance of the negative and positive impacts and proposed mitigation measures.
- g) The site visit conducted on
Date/s: 27 November 2019
Attended by: Officials from this Department.

All information presented to the competent authority was taken into account in the consideration of the application for environmental authorisation. A summary of the issues which, according to the competent authority, were the most significant reasons for the decision is set out below.

1. Public Participation Process

In terms of section 24G(1)(vii)(dd) of the NEMA, "...a description of the public participation process followed during the course of compiling the report, including all comments received from interested and affected parties and an indication of how the issues raised have been addressed ...", is required.

The public participation process conducted by the EAP comprised of the following:

- An advertisement was placed in the **Breede River Gazette** newspaper 30 April 2019;
- A site notice was erected; and
- Letters were sent to interested and affected parties ("I&APs") and the municipal ward councillor.
- I&APs were afforded the opportunity to provide comments on the application.

1.1 Consultation with organs of state in terms of section 24O of the NEMA

The following organs of state provided comment on the application:

- CapeNature

At the end of the public participation process, comments were received from CapeNature. A summary of the comment and the response thereto follows below.

CapeNature

CapeNature stated that, given the severity of the clearing, the feasibility of rehabilitation is questionable. In terms of mitigation, a biodiversity offset is recommended to compensate for the loss of the 6 ha of cleared Worcester Renosterveld Karoo and the impact on the functionality of the Critical Biodiversity Area ("CBA"). This process would need to be run by a specialist familiar with the vegetation types of the area and the biodiversity offset process.

Taking into consideration of the comment from CapeNature and the environmental impact assessment, the applicant agreed to enter into a Biodiversity Offset Agreement signed 10 November 2020.

All the concerns raised by I&APs were responded to and adequately addressed during the public participation process. Specific management and mitigation measures have been considered in this Environmental Authorisation to adequately address the concerns raised.

The competent authority concurs with the EAP's responses to the issues raised during the public participation process and has included appropriate conditions in this Environmental Authorisation.

2. Alternatives

2.1 Location/Site/Activity Alternatives

Alternative 1 (Herewith authorised)

The clearance of approximately 6ha of indigenous vegetation (Worcester Renosterveld Karoo) which was cleared to allow for the planting of olive trees and construction a single dwelling. A trench was also dug on the property to lay a pipeline to transport water from the river. The holder of the environmental authorisation has entered into a Biodiversity Offset Agreement with the Western Cape Nature Conservation Board in order to offset the negative biodiversity impacts caused by the indigenous vegetation clearance on the property.

Alternative 2

The clearing of natural vegetation has already commenced and therefore no site alternatives were considered.

3. Environmental Impact Assessment (EIA) and Mitigation Measures

In reaching its decision, the competent authority, considered the following in respect of the EIA and mitigation measures:

3.1. Activity Need and Desirability

The property is zoned as agricultural and therefore the planting of olive trees is aligned with the designated land use.

3.2. Regional/ Planning Context

The activity is in line with the Integrated Development Plan ("IDP") of the local municipality, the cleared land is situated within an agricultural zoning. The activity is in line with the Spatial Development Framework ("SDF") of the local municipality, as the farm is an already existing facility. According to the EAP, the approval of the

agricultural farming activity would not have compromised the municipal IDP and SDF.

3.3. Biophysical and Biodiversity Impacts

The activities undertaken on the site resulted in the permanent loss of indigenous vegetation within areas declared Critical Biodiversity Areas ("CBA") and Ecological Support Areas ("ESA"). The botanical specialist concluded that restoration of the vegetation in the cleared areas to the former natural condition is deemed not practical or feasible due to the level of disturbance that has compromised not only the seedbank, but also the ecological functionality. Restoration to the original or near natural state would be prohibitively expensive and attempts would most likely fail. The botanical specialist recommended that the cleared areas be used for the intended agricultural purposes and that other forms of mitigation for the loss of 6 ha of the natural indigenous Worcester Renosterveld Karoo vegetation should be explored.

3.4. Biodiversity Offsets Considered

A Biodiversity Offset Agreement between the holder and the Western Cape Nature Conservation Board was signed on 9 and 10 November 2020. The Biodiversity Offset Agreement is attached as **Annexure 3**.

4. **NEMA Principles**

The National Environmental Management Principles (set out in section 2 of the NEMA), which apply to the actions of all organs of state, serve as guidelines by reference to which any organ of state must exercise any function when taking any decision, and which must guide the interpretation, administration and implementation of any other law concerned with the protection or management of the environment), *inter alia*, provides for:

- the effects of decisions on all aspects of the environment to be taken into account;
- the consideration, assessment and evaluation of the social, economic and environmental impacts of activities (disadvantages and benefits), and for decisions to be appropriate in the light of such consideration and assessment;

- the co-ordination and harmonisation of policies, legislation and actions relating to the environment;
- the resolving of actual or potential conflicts of interest between organs of state through conflict resolution procedures; and
- the selection of the best practicable environmental option.

In view of the above, the NEMA principles, compliance with the conditions stipulated in this Environmental Authorisation, and compliance with the EMPr, the competent authority is satisfied that the listed activities will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the NEMA and that any potentially detrimental environmental impacts resulting from the listed activities can be mitigated to acceptable levels.

-----END-----

ANNEXURE 3: BIODIVERSITY OFFSET AGREEMENT

BIODIVERSITY AGREEMENT

Between

THE WESTERN CAPE NATURE CONSERVATION BOARD
("the Board")

Established in terms of Section 2 of the Western Cape Nature Conservation Board Act, 1998 (Act No. 15 of 1998), t/a CapeNature

Herein represented by

THE CHIEF EXECUTIVE OFFICER
Duly authorized hereto

And

RIVERSCAPE FARM PTY LTD
(Registration number: 2014/062879/07)

Herein represented by

MR. SHARÔN JULIAN
(Identity Number: (6803176019082)

("the Owner")

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PREAMBLE

WHEREAS

- A. The Owner is the registered owner of the following immovable Properties namely:
1. Portion 16 (a portion of Portion 4) of the Farm Roode Berg No. 53, Situated in the Langeberg Municipality, Division of Robertson, Western Cape Province;
In extent: 130, 7024 (One Hundred and Thirty comma Seven Zero Two Four) Hectares,
Held by Deed of Transfer No. T75375/2012; and
 2. Portion 17 (a portion of Portion 4) of the Farm Roode Berg No. 53, Situated in the Langeberg Municipality, Division of Robertson, Western Cape Province;
In extent: 130, 2356 (One Hundred and Thirty comma Two Three Five Six) Hectares, Held
by Deed of Transfer No. T100594/2003.

(the “Properties”)

- B. **AND WHEREAS** portions of the Properties are identified as areas with high conservation value:
- a) The Properties fall within a recognized Critical Biodiversity Area (category 1) with several areas having been identified as Ecological Support Areas. (*2017 Western Cape Biodiversity Spatial Plan*).
 - b) The Properties are located within a priority node identified for conservation of Succulent Karoo habitat and species by the Leslie Hill Succulent Karoo Trust.
 - c) The Properties contains a host of threatened plant species of viable populations that are of Conservation Concern.
 - d) The Properties are in close proximity to existing protected areas and serves as a ‘stepping-stone’ to species moving between protected areas and areas managed for conservation outcomes.
- C. **AND WHEREAS** the Owner and the Board (jointly the “Parties”) recognize the conservation value in order to protect the biodiversity on the Properties.
- D. **AND WHEREAS** the Board wishes to assist the Owner to manage the biodiversity on the Properties in Perpetuity.
- E. The parties hereby agree that the Protected Area will be known as **Riverscape Conservation Area** and that the Board will assign this name to the Conservation Area.

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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF THE PROPERTIES

1. Portion 16 (a portion of Portion 4) of the Farm Roode Berg No. 53, Situated in the Langeberg Municipality, Division of Robertson, Western Cape Province;
In extent: 130, 7024 (One Hundred and Thirty comma Seven Zero Two Four) Hectares;
Held by Deed of Transfer No. T75375/2012; and
2. Portion 17 (a portion of Portion 4) of the Farm Roode Berg No. 53, Situated in the Langeberg Municipality, Division of Robertson, Western Cape Province;
In extent: 130, 2356 (One Hundred and Thirty comma Two Three Five Six) Hectares;
Held by Deed of Transfer No. T100594/2003.

1.2 The Properties are divided into the following private areas and conservation areas

1.2.1 The private areas are fully depicted in **orange** in the diagram annexed to this Agreement marked "A" ("MAP OF PROPERTIES INDICATING CONSERVATION AND PRIVATE AREAS.") and totals to **7.79 hectares** in extent ("**Private Areas**").

1.2.2 The conservation areas are fully depicted in **green** in the diagram annexed to this Agreement marked "A" ("ANNEXURE A: MAP OF Properties INDICATING CONSERVATION AND PRIVATE AREAS.") and totals to **256.32 hectares** in extent ("**Conservation Areas**").

2. MANAGEMENT OF THE CONSERVATION AREA

2.1 Objectives

2.1.1 The Parties agree to the following management objectives in relation to the Conservation Area:

2.1.1.1 Using an Adaptive Management approach, and the best available conservation management principles, the Parties shall protect and manage identified Conservation Areas for:

- Optimal ecological functioning and provisioning of ecosystem services;
- Preventing further degradation of ecosystems and ecological infrastructure, such as water courses and areas sensitive to erosion;



- Identifying areas for restoration and implement and monitor restoration measures where feasible.
- Gathering data from botanical and faunal assessments and develop specific species conservation management plans where necessary.
- No further agricultural development will occur in the Conservation Area,
(together the “**Management Objectives**”)

2.1.1.2 The Management Plan shall contain an annual plan of operation which shall provide the details of the stated Management Objectives, targets and actions required as well as parties responsible for the implementation of the required actions.

2.2 Management Plan

2.2.1 The Owner, in conjunction with WWF (whose assistance shall be procured at no cost to the Owner) shall, in consultation with any other affected parties that have an interest in the area, agree and prepare a management plan, which will include an agreed projected budget, to give effect to the Management Objectives for the Conservation Area (“**Management Plan**”) within 12 (twelve) months of this agreement coming into effect.

2.2.2 The Parties agree to manage the Conservation Area solely for the purpose for which it has been contracted, in accordance with the Management Plan and any other appropriate national and provincial legislation, policy, plans or municipal regulations.

2.2.3 The contents of the Management Plan shall as a minimum:

2.2.3.1 include the Management Objectives stated in clause 2.1 of this Agreement;

2.2.3.2 include the rights and obligations of the Parties in relation to the Conservation Area, which are set out in clauses 3 to 8 below, and

2.2.3.3 not conflict with any Bioregional Plan or Biodiversity Management Plan prepared under the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004), any Management Plan prepared under the National Environmental Management Protected Areas Act, 2003 (Act No. 57 of 2003), or any other statutory Environmental Management Plan applicable to the area, and

2.2.3.4 contain any regulations, directives or measures as may be stipulated by a statutorily recognised agricultural plan or scheme for the sustainable use of natural resources in that area.

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2.3 Review and Monitoring of the Management Plan

- 2.3.1 Should the Board deem it necessary, the Board in conjunction with the Owner may conduct regular inspections of the Conservation Area.
- 2.3.2 The Parties may convene a meeting on an annual basis, or at such earlier time should either of the Parties deem it necessary, to formally review progress towards achieving the Management Objectives as set out in clause 2.1 and the Management Plan.
- 2.3.3 The Parties shall prepare an annual Management Report, which report shall contain the following information:
 - 2.3.3.1 the extent to which the current Management Plan has achieved the stated Management Objectives;
 - 2.3.3.2 the extent to which the parties have complied with their respective rights and obligations under the Management Plan;
 - 2.3.3.3 current and future challenges to the conservation, management and status of the Conservation Area, and
 - 2.3.3.4 proposed amendments to the Management Plan.
- 2.3.4 The parties shall, by mutual agreement, amend the Management Plan when necessary, which amendments shall be reduced to writing and signed by both parties.

3. RIGHTS OF THE OWNER IN RESPECT OF THE PROPERTY

3.1 Ownership

- 3.1.1 The Owner retains all rights of ownership over both the Private Area and the Conservation Area, including but not limited to rights of access, use and enjoyment of the Properties, and agrees to exercise such rights in accordance with the spirit of this agreement and the agreed Management Plan.

4. OBLIGATIONS OF THE OWNER IN RESPECT OF THE CONSERVATION AREA

4.1 Compliance with the Management Plan

- 4.1.1 The Owner shall comply with all the terms and conditions contained in the Management Plan.

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4.1.2 The Owner shall, upon request and if prior arrangements have been made with adequate and sufficient notice, admit the Board, its employees and its consultants to the Conservation Area in order to meet their obligations in terms of the Management Plan, which shall include entry for the purposes of scientific research, and to ensure proper management and compliance with the terms of this Agreement.

4.2 Development

4.2.1 The Owner shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures on the Conservation Area, except as expressly provided for in the Management Plan, or as may be required in an emergency or otherwise as may be agreed between the Parties.

4.2.2 The Owner must obtain all necessary statutory prior approvals, permissions or exemptions required in order to undertake any development contemplated in the Management Plan.

4.3 Biodiversity

4.3.1 The Owner shall not remove or destroy, or permit the destruction or removal of, any indigenous species in the Conservation Area.

4.3.2 The Owner shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conservation Area.

4.3.3 The Owner shall not introduce, or permit the introduction of, any non-indigenous fauna onto the Conservation Area, including (but not limited to) any livestock, cat, dog or other domestic animal except as provided for in the Management Plan.

4.3.4 The Owner shall not do, or permit, any act that may adversely affect any indigenous flora and fauna, or their habitats, in the Conservation Area.

4.4 Water

4.4.1 The Owner shall not do, or permit, any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located on the Conservation Area, subject to the provisions of the National Water Act, 1998 (Act No. 36 of 1998).

4.5 Commercial Activity


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- 4.5.1 The Owner shall not permit or consent to any prospecting, exploration, mining or production of gas, petroleum, mineral or other substances on the Conservation Area.
- 4.5.2 The Owner shall not permit or consent to, unless required by law, the placement of any transmission lines, telecommunication lines, cellular towers or public works on the Conservation Area.
- 4.5.3 The Owner shall not subdivide or permit the subdivision of the Conservation Area.
- 4.5.4 The Owner shall not operate, or permit the operation of, any trade, industry or business on the Conservation Area, unless such activities are included in the Management Plan.

4.6 Other Human Activities

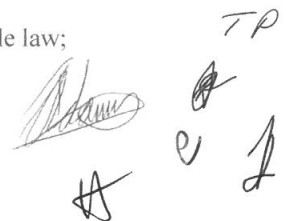
- 4.6.1 The Owner shall not use, or permit the use of, motorcycles or four-wheel drive vehicles on the Conservation Area unless its use is necessary for the proper management and/or protection of the Conservation Area and/or authorised in terms of the Management Plan.
- 4.6.2 The Owner shall not dump, or permit the dumping of, any waste material on the Conservation Area.
- 4.6.3 The Owner shall not hunt, or permit hunting, to take place on the Conservation Area unless it is necessary for the proper management of the fauna located in the Conservation Area and/or specifically provided for in the Management Plan and the necessary permit/s have been obtained and restrictions adhered to as required by law.
- 4.6.4 The Owner shall not permit the general public to access the Conservation Area, unless otherwise provided for in the Management Plan.

4.7 Conservation Costs

- 4.7.1 The Owner shall be responsible for costs in respect of the establishment and management of the Conservation Area, as agreed upon in this Agreement and/or the Management Plan, which costs may include the following, but are not limited to:

4.7.1.1 Drafting and approval of a Management Plan to be prepared at no cost by WWF;

4.7.1.2 Invasive Plant Management that is required in terms of applicable law;



4.7.1.3 Fire Management that is required in terms of applicable law;

4.7.1.4 Restoration ecology that is required in terms of applicable law; and

4.7.1.5 Management of Infrastructure.

4.7.1.6 Expenses incurred to ensure the compliance of any applicable national, provincial or local environmental legislation.

4.7.1.6.1 Such costs shall include direct expenses for material, transport, the expertise of third parties (including labour contractors and legal advice) and shall increase in line with the standard inflation indices.

4.7.1.6.2 Such expenses shall not include compensation for the time of the Board's personnel for the implementation of the terms of agreement of the Management Plan.

4.8 Monitoring

4.8.1 The Owner shall keep accurate records of all expenses, and such records shall be made available to the Board upon request.

5. OBLIGATIONS/RESPONSIBILITIES OF THE OWNER IN RESPECT OF THE PRIVATE AREA

5.1 Development

5.1.1 The Owner shall not erect or construct any building or other structures in the Private Area, before advising and consulting the Board regarding the possible impact of these buildings or structures on the Conservation Area and ensuring that all the relevant legislation has been complied with.

5.1.2 Future Development Concept Areas are set aside for compatible development in accordance with existing legislation.

Handwritten signatures and initials. On the left is a large, stylized signature. To its right are the initials 'TP'. Below these are several smaller initials, including 'W', 'A', and 'A'.

5.2 Minimal impact of activities

5.2.1 The Owner shall ensure that any occupation, use, usufruct and/or development in/of the Private Area shall occur in such a way that any potential disturbances to, and negative impact on, the Conservation Area shall be limited to a minimum.

5.3 Levies and Taxes

5.3.1 The Owner shall be responsible for all levies and taxes due in respect of the Conservation Area unless otherwise agreed upon in writing by the parties.

6. RIGHTS OF THE BOARD IN RESPECT OF THE CONSERVATION AREA

6.1 Access for research

6.1.1 The Owner shall, upon request and if prior arrangements have been made, admit the Board, its employees and its consultants to the Conservation Area in order to meet their obligations in terms of the Management Plan, which shall include entry for the purposes of scientific research, and to ensure proper management and compliance with the terms of this Agreement.

7. RESPONSIBILITIES OF THE BOARD IN RESPECT OF THE CONSERVATION AREA

7.1 Compliance with the Management Plan

7.1.1 The Board shall comply with all the terms and conditions as set out in the Management Plan.

7.2 Supervision and technical support

7.2.1 The Board shall provide any technical assistance, information and management advice which may be required to ensure the effective conservation of the Conservation Area.

7.3 Notice of entry

7.3.1 The Board, its consultants and its employees shall duly inform the Owner whenever they intend to enter the Conservation Area, unless such entry has been determined in another manner in the Management Plan, and agreement to this effect has been reached.

7.4 Levies and Taxes



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7.4.1 The Board shall inform the Owner whether he/she qualifies for exemption from any other levies, services or taxes in respect of this Agreement.

7.4.2 The Owner shall be responsible for all levies and taxes in respect of the Conservation Area unless otherwise agreed upon in writing by both parties.

7.5 Conservation Costs

7.5.1 Subject to a budget that will be prepared and agreed by the Parties, the Owner shall be responsible for costs in respect of the establishment and management of the Conservation Area, as agreed upon in this Agreement and/or the Management Plan.

7.6 Properties Tax

7.6.1 The Board shall not be responsible for any taxes payable on any commercial or other infrastructure, developments or improvements, unless it has been agreed upon in this Agreement.

8. DELEGATION OF RIGHTS AND RESPONSIBILITIES

8.1 The Parties to this agreement may not delegate or cede their rights or obligations under this agreement unless:

8.1.1 they have the written consent of the other party to this agreement, which consent will not be unreasonably withheld, and

8.1.2 the party to whom the rights and/or obligations have been delegated or ceded, has acknowledged its acceptance of the delegation or cession in writing, to both parties to this agreement.

9. BREACH OF CONTRACT

9.1 If either Party breaches the terms in this Agreement, the other party can notify the offending Party in writing and call on him/her to remedy the breach within a reasonable period.

9.1.1 If the offending Party still fails to remedy the breach, the other Party may:

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- 9.1.1.1 take the necessary measures himself to remedy the breach or appoint a third party to do so, and recover his costs in doing so from the offending Party, and/or
- 9.1.1.2 immediately demand due performance of the terms by a registered notice addressed to the offending Party, in addition to damages that such Party is legally entitled to, or
- 9.1.1.3 Immediately cancel this agreement by means of a registered notice addressed to the offending party, in addition to damages that such Party is legally entitled to.

10. DISPUTE RESOLUTION

10.1 Should any dispute of any nature arise at any time between the Parties to this agreement, the Parties agree to submit the dispute to arbitration in accordance with the following provisions:

10.1.1 The arbitration proceedings will be conducted in accordance with the Arbitration Act, 1965 (Act No. 42 of 1965) and will take place in Cape Town.

10.1.2 The arbitration proceedings will be held on an informal basis, it being the Parties' intention that a decision should be reached as quickly and as inexpensively as possible, subject only to the observance of the principles of due process.

10.1.3 Each Party may be represented at the arbitration proceedings by its legal representative and/or other experts or specialists employed by it.

10.1.4 The Arbitrator will permit each Party to present any evidence and argument as the Arbitrator may consider to be relevant to the dispute, and will generally determine in his or her sole discretion, all matters relating to the conduct of the proceedings and the procedures to be adopted in order to give effect to the intent as indicated in paragraph 12.1.2 above.

10.1.5 The Arbitrator will be nominated as follows:

10.1.5.1 If the matter in dispute is primarily a legal matter, the Arbitrator will be a Senior Counsel to be agreed upon between the parties, and failing agreement, to be nominated by the President for the time being of the Legal Practice Council.

10.1.5.2 If the matter in dispute is primarily an accounting matter, the Arbitrator will be a Chartered Accountant to be agreed upon between the parties and failing agreement, to be nominated by the President for the time being of the South African Institute of Chartered Accountants.

10.1.5.3 If the matter in dispute relates to any matter not being primarily a legal and/or accounting issue, or if the parties are unable to agree on the nature of the matter in

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dispute, the Arbitrator will be such other person having an appropriate knowledge, as may be agreed upon between the parties, and failing agreement, to be nominated by the President for the time being of the Legal Practice Council.

10.1.5.4 The Arbitrator will, at the request of any of the parties, be assisted by a person having specialised knowledge of environmental management to be agreed upon between the Parties.

10.1.5.5 The decision of the Arbitrator will be final and binding upon both Parties and capable of being made an Order of Court on application by either one of the Parties.

10.1.5.6 Nothing contained in this clause of the Agreement will prevent either Party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature, pending the award of the Arbitrator.

10.1.5.7 The Arbitrator will be entitled to direct that any costs associated with the arbitration proceedings, as determined in the sole discretion of the Arbitrator, will be borne by each of the parties or will be paid by one or more of the Parties and will be taxed as between "party and party" or as between "attorney and own client".

11. POSSIBLE CONVERSION FROM A BIODIVERSITY AGREEMENT TO A BIODIVERSITY MANAGEMENT AGREEMENT

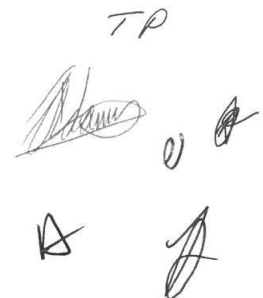
11.1 Should the authority to sign a Biodiversity Management Agreement be delegated to the Province of the Western Cape or Western Cape Nature Conservation Board ("the Board"), and if it is applicable to the Properties, the Owner must be willing for this Biodiversity Agreement to be changed to a Biodiversity Management Agreement in terms of the National Environmental Management: Biodiversity Act 2004, (Act No. 10 of 2004).

12. DOMICILIA AND NOTICES

12.1 The Parties choose the addresses set out below as their *domicilia citandi et executandi* for all purposes of this Agreement and as their respective addresses for the service of any notice required to be served on them in terms of this Agreement.

The Owner : Mr Sharôn Julian

Street address : 85 Kloof Street, Gardens
Cape Town, 8001

TP
Handwritten signatures and initials, including a large signature, a smaller signature, and two sets of initials.

Postal address : 85 Kloof Street, Gardens
Cape Town, 8001

The Board : The Chief Executive Officer
CapeNature

Street address: PGWC Shared Services Center, cnr Bosduif & Volstruis Streets, Bridgetown, 7764

Postal address: Private Bag X29, Gatesville, 7766

13. VARIATION OF AGREEMENT

13.1 No variation, amendment or suspension of any of the terms of this agreement will be valid, and no further agreement which may conflict in any way with the terms of this agreement will be binding on either of the parties unless the variation, amendment, suspension or conflicting agreement has been recorded in writing and signed by both parties.

14. COSTS OF AGREEMENT

14.1 All costs associated with the preparation of this agreement will be borne by the Board.

15. DURATION

15.1 This agreement will come into effect on the date the last party signs it and will remain in force **in perpetuity**.

15.1.2 the Owner elects to sell the Properties prior to the expiry of the agreement, in which case the agreement will terminate on the date of transfer of the Properties to the new Owner.

15.1.3 both parties, prior to the expiry date of this agreement, elect to terminate this agreement before the expiry date.

SIGNED AT Cape Town on this 10th day of November 2020 in the presence of the undersigned witnesses.




Handwritten signatures and initials of witnesses, including a large signature and initials 'TP' and 'A'.

Sharon Julia
OWNER (PRINT NAME)


SIGNATURE

AS WITNESSES

1 ~~TERESA RUSTIN~~ 

2 ~~Shae Hennam~~ 

SIGNED AT Bridgetown on this 09 day of November 2020. in the presence of the undersigned witnesses.

Dr Razeena Omar
CHIEF EXECUTIVE OFFICER
(DR RAZEENA OMAR)

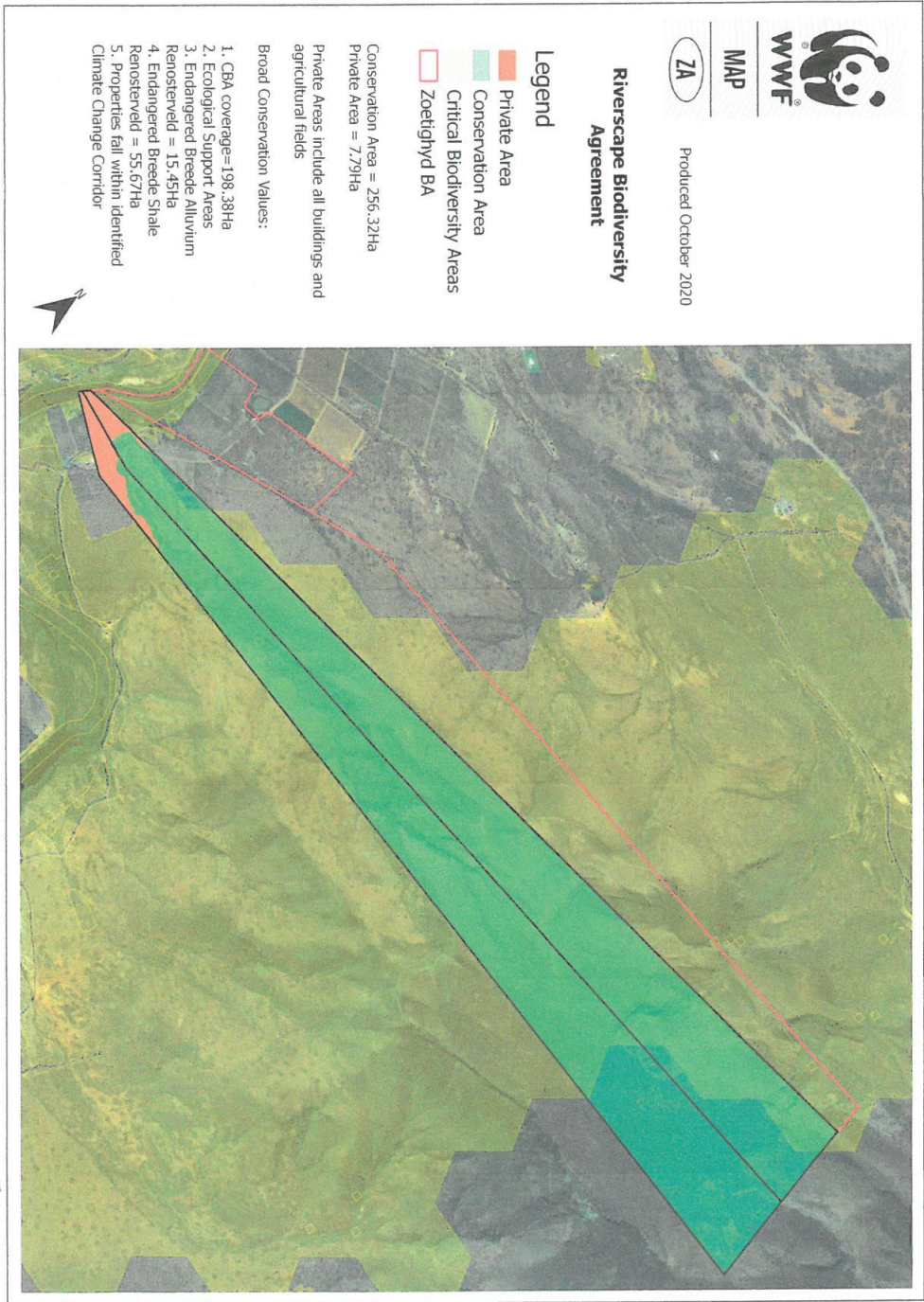

SIGNATURE

AS WITNESSES

1  Ismat Adams

2  Tabassum Paleker

ANNEXURE A: MAP OF PROPERTIES INDICATING CONSERVATION AND PRIVATE AREAS.



[Handwritten signature]

[Handwritten initials: TP, SR]