

STEWARDSHIP 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

ESKOM HOLDINGS SOC LTD




Reg. No. 2002/015527/30

("the Owner")

herein represented by

THE SENIOR GENERAL MANAGER: KOEBERG

Duly authorised hereto

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PREAMBLE**WHEREAS**

A. WHEREAS the Owner is the registered owner of the following immovable properties, namely:

1. The Farm Duynefontein No. 34, Situated in the Cape Town Metropolitan Municipality, Western Cape Province;
In extent: 1257,3890 (One Thousand Two Hundred and Fifty Seven comma Three Eight Nine Zero) Hectares;
Held by Title Deed Number T21209/1967;
“Duynefontein”;
2. The remainder of the Farm Kleine Springfontyn No. 33, Situated in the Cape Town Metropolitan Municipality, Western Cape Province;
In extent: 1399, 4196 (One Thousand Three Hundred and Ninety Nine comma Four One Nine Six) Hectares;
Held by Title Deed Number T13256/1975;
“Kleine Springfontyn”;
3. The remainder of Portion 6 of the Farm Kleine Springfontyn No. 33, Situated in the Cape Town Metropolitan Municipality, Western Cape Province;
In extent: 30, 4260 (Thirty comma Four Two Six Zero) Hectares;
Held by Title Deed Number T21287/1978;
“Kleine Springfontyn 6”;
4. Portion 5 (a portion of Portion 1) of the Farm Witzand No. 2, Situated in the Cape Town Metropolitan Municipality, Western Cape Province;
In extent: 101, 5741 (One Hundred and One comma Five Seven Four One) Hectares;

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Held by Title Deed Number T28036/1995;

“Witzand”; and

5. Farm No. 1375, Situated in the Cape Town Metropolitan Municipality,
Western Cape Province;

In extent: 37, 0639 (Thirty Seven comma Zero Six Three Nine)
Hectares;

Held by Title Deed Number T15352/1980;

“Farm 1375”;

(together the "Properties" and each a “Property” as the context dictates)

- B. AND WHEREAS** Duynfontein, Klein Springfontyn and Klein Springfontyn 6 were declared as nature reserves in terms of the Nature and Environmental Conservation Ordinance 19 of 1974 (as more fully set out in **Annexure A** hereto), prior to the commencement of the National Environmental Management: Protected Areas Act, No. 57 of 2003, as amended. Such Properties are, in terms of section 23(5) of the Act, regarded as having been declared as a nature reserve in terms of section 23 of the Act;
- C. AND WHEREAS** the Owner in its original application to establish a nature reserve (as more fully set out in **Annexure A** hereto) indicated that developed areas are to be excluded. The extent of the developed areas (the ‘Developed Areas’) was approximately 991 hectares which left approximately 1853 hectares for the nature reserve. The developed areas were however not excluded when the reserve was established and as such the Owner agrees to treat all of Duynfontein, Springfontyn and Springfontyn 6 as part of the nature reserve. Farm 1375 and Farm Witzand were not declared as a nature reserve however these farms have been included in this Agreement and will be included in the Management Plan;

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- D. AND WHEREAS** at the time of the declaration under the Nature and Environmental Conservation Ordinance 19 of 1974, the Owner declared its intent to further develop within the nature reserve outside of the Developed Areas (as more fully set out in **Annexure B** hereto);
- E. AND WHEREAS** the Owner shall be assigned as the Management Authority of the Nature Reserve, in terms of section 38(2) of the Act;
- F. AND WHEREAS** the Nature Reserve will continue to be known as the **Koeberg Nature Reserve**;
- G. AND WHEREAS** the Properties Duynefontein and Farm 1375 are in the process of being consolidated and the consolidated property shall be known as “Farm Duynefontein 1552” and once consolidated shall be deemed to be one of the “Properties” or a “Property” as defined in Clause A.
- H. AND WHEREAS** the boundaries of the Koeberg Nature Reserve are reflected in **Annexure B** hereto;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

1.1 The headings of the clauses in the 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. In this Agreement, unless a contrary intention clearly appears:

1.1.1 words importing:

1.1.1.1 any one gender includes the other gender;

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- 1.1.1.2 the singular include the plural and vice versa; and
- 1.1.1.3 natural persons include created entities (with or without legal personality) and visa versa;
- 1.2 the following terms will have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:
- 1.2.1 "**Act**" means the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003), as amended;
- 1.2.2 "**Agreement**" means this agreement, inclusive of any annexures thereto;
- 1.2.3 "**Board**" means the Western Cape Nature Conservation Board constituted in terms of the Western Cape Nature Conservation Board Act, 1998 (Act No. 15 of 1998) with registered offices at PGWC Shared Services Center, cnr Bosduif & Volstruis Streets, Bridgetown;
- 1.2.4 "**Nature Reserve**" means an area regarded as such in terms of section 23(5) of the Act;
- 1.2.5 "**Effective Date**" means the date of signature of the last signatory to this agreement or the date on which the Management Plan is submitted to Cape Nature by the Management Authority, whichever occurs later, on which date this agreement shall come into operation;
- 1.2.6 "**Management Authority**" means the Owner in which the authority to manage the protected area shall vest;
- 1.2.7 "**Management Plan**" means the plan as drawn up by the Management Authority for approval by the MEC (in terms of section 39 of the Act) in order to ensure that the Nature Reserve is protected, conserved and

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managed in a manner which is consistent with the objectives of the Act and for the purpose it was declared for (as defined in section 41 of the Act);

1.2.8 "**MEC**" means Member of the Provincial Executive Council for Local Government, Environmental Affairs and Development Planning in the Western Cape;

1.2.9 "**Owner**" means Eskom Holdings SOC Ltd, Registration Number 2002/015527/06 with registered offices at Megawatt Park, Maxwell Drive, Sunninghill, Sandton.

1.3 In the event of any conflict between the provisions of the Agreement and the provisions of the Management Plan, the provisions of the Management Plan shall prevail.

2. **MANAGEMENT OF THE PROPERTIES**

2.1 Objectives

2.1.1 The parties agree to the following management objectives in relation to the Properties:

2.1.1.1 create an environment in which the Koeberg Nuclear Power Station and possible future nuclear development can continue to operate;

2.1.1.2 create an environment in which social development of the area can take place, within the context of the Koeberg Nuclear Power Station and conservation requirements;

2.1.1.3 protect an ecologically viable, representative area of Fynbos and its associated biodiversity;

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2.1.1.4 protect the ecological integrity and functioning of the wetlands and their catchments;

2.1.1.5 protect the biodiversity of the area;

2.1.1.6 provide sustainable access by the public to the area and its resources.

2.2 Management Plan

2.2.1 The Owner as the Management Authority in terms of section 38(2) of the Act must, as soon as possible but no later than 12 (twelve) months from the date of the assignment, submit a Management Plan for the Nature Reserve to the MEC for approval, which Management Plan must comply with the minimum requirements as specified in section 41(2) of the Act.

2.2.2 The Board may assist the Owner with the preparation of the Management Plan, including:

2.2.2.1 Providing assistance with the reviewing and auditing of the Management Plan;

2.2.2.2 Providing of technical guidance, when needed, for the effective management of the biodiversity of the Nature Reserve.

2.2.3 The Owner as the Management Authority agrees to manage the Properties exclusively for the purpose for which it was declared and in accordance with the Management Plan and any applicable legislation.

2.3 Monitoring and Review of the Management Plan

2.3.1 The Board may convene a meeting with the Management Authority on an annual basis, or at such earlier time should either of the parties deem it necessary, to formally review the annual progress towards achieving the

management objectives specified in clause 2.1 above and the Management Plan.

2.3.2 The Management Authority shall present the following information to the Board at this meeting:

2.3.2.1 the extent to which the current Management Plan has achieved the stated objectives of this Agreement;

2.3.2.2 the extent to which the parties have complied with their respective obligations under the current Management Plan;

2.3.2.3 current and future challenges to the conservation, management and status of the Properties; and

2.3.2.4 proposed amendments to the Management Plan.

2.3.3 The Management Authority shall amend the Management Plan, when required by an environmental authorization or when necessary. Such an amendment shall be submitted to the Board for approval by the MEC.

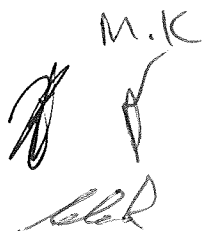
3. RIGHTS OF THE OWNER IN RESPECT OF THE PROPERTIES

3.1 Ownership

3.1.1 The Owner retains all rights of ownership in respect of the Properties.

3.1.2 The Owner warrants that the exercise of such ownership shall be consistent with the provisions of relevant legislation.

3.1.3 Carry out any development and construct or erect any infrastructure necessary for the management of the Properties, subject to *inter alia* any environmental authorization as may be required in terms of section 24 of National Environmental Management Act, 107 of 1998 and the Management Plan.

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3.2 Access

3.2.1 The Management Authority, its employees, agent or contractor and permitted visitors can access the Properties provided that the access is consistent with the provisions of relevant legislation.

3.2.2 The Management Authority may close the nature reserve for general public access if in the Management Authority's opinion the closure is necessary for the proper management of the Properties or necessary for the Management Authority to perform its functions in terms of the Act or any other law.

4. **OBLIGATIONS OF THE OWNER IN RESPECT OF THE PROPERTIES**

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.

4.2 Development

4.2.1 The Owner shall not implement any development in any area other than an area designated for such development in the management plan; and such construction, erection or upgrading of any buildings, roads or structures shall comply with all relevant legislation;

4.2.2 The Management Plan shall be updated to accommodate any proposed development (not in an area designed for such development as set out in the Management Plan) as and when required or informed by an environmental authorization as set out in 2.3.3 above. The Owner must obtain all necessary prior approval, permission or exemption required in order to undertake any development.

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4.3 Biodiversity

- 4.3.1 The Owner shall not remove or destroy, or permit the adverse effect or destruction or removal of, any indigenous species on the Properties, save as expressly authorised and/or required in the Management Plan.
- 4.3.2 The Owner shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora on the Properties.
- 4.3.3 The Owner shall not introduce, or permit the introduction of, any non-indigenous fauna onto the Properties, including (but not limited to) any livestock, cat, dog or other domestic animal save as authorized and/or required in the Management Plan.

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 Properties, save as in accordance with the provisions of *inter alia* the provisions of the National Water Act 36 of 1998.
- 4.4.2 Any other person that may have a right to water on the Properties shall do so on such conditions prescribed by the Minister of Water and Environmental Affairs.

4.5 Commercial Activity

- 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 Properties subject to section 48 of the Act.
- 4.5.2 The Owner shall not permit or consent to unless required by law or an approved environmental authorization the placement of any

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telecommunication lines, cellular towers or public works on the Properties unless the development is directly related to the siting, construction, operation and decommissioning of a power station or that is as a result of the exercising of existing zoning rights.

4.5.3 The Owner shall not subdivide, or permit the subdivision of the Properties, unless such subdivision is in accordance with all relevant legislation.

4.5.4 The Owner shall not operate, or permit the operation of, any trade, industry or business on the Properties, unless such activities are authorised in the Management Plan.

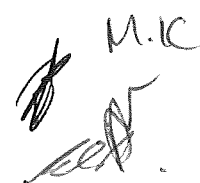
4.6 Other Human Activities

4.6.1 The Owner shall not use, or permit the use of, motorcycles or four-wheel drive vehicles on the Properties unless its use is necessary for the proper management and/or protection of the Properties 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 if not permitted by appropriate waste and/or water legislation.

4.6.3 The Owner shall not hunt, or permit hunting, to take place on the Properties unless it is necessary for the proper management of the fauna located on the Properties 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. In the event of conflict with predators on the Properties, the Owner undertakes to deal with such problem animals in consultation with the Board and in accordance with any relevant legislation.

4.6.4 The Owner shall not permit the general public to access the Properties, unless otherwise provided for in the Management Plan.



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4.7 Minimal impact of activities

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

5. RIGHTS OF THE BOARD IN RESPECT OF THE PROPERTIES

5.1 Access to the Properties

- 5.1.1 The Owner shall, upon request and if prior arrangements have been made, and subject to the Owner's and statutory access requirements admit the Board, its employees and its consultants access to the Properties in order to meet its obligations in terms of the Management Plan, and to ensure proper management and compliance with the terms of this Agreement.

6. OBLIGATIONS OF THE BOARD IN RESPECT OF THE PROPERTIES

6.1 Compliance with the Management Plan

- 6.1.1 The Board shall be responsible for oversight of the agreed upon review process as set out in the Management Plan.

6.2 Supervision and Technical Support

- 6.2.1 The Board may provide any technical assistance and information which may be required to ensure the effective conservation of the Properties.

6.3 Conservation Costs

- 6.3.1 The Board shall be responsible for such costs associated with the approval of the various versions of the Management Plan, the appointment of the Management Authority, the review of the management plan implementation

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and any other activity related to the Board carrying out its duties and obligations as provided for in this Agreement and/or the Management Plan.

7. DELEGATION OF RIGHTS AND RESPONSIBILITIES

7.1 A party to this Agreement may not delegate, cede or assign any of its rights or obligations under this Agreement unless:

7.1.1 the written consent of the other party to this Agreement has first been obtained, which consent shall not be unreasonably withheld; and

7.1.2 the third party, to whom the rights and/or obligations must be delegated, ceded or assigned to, has acknowledged its acceptance of the delegation, cession or assignment in writing to both parties to this Agreement.

8. BREACH OF CONTRACT

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

8.1.1 If the offending party fails to remedy the breach, the other party may:

8.1.1.1 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

8.1.1.2 immediately demand due performance of the terms of a registered notice addressed to the offending Party, in addition to damages that such Party is legally entitled to; or

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8.1.1.3 immediately cancel this Agreement by means of a written notice addressed to the offending party, in addition to damages that such Party is legally entitled to.

8.2 The cancellation of this Agreement for whatever reason shall have no force or effect on the status of the Nature Reserve.

9. DISPUTE RESOLUTION

9.1 Should any dispute of any nature arise at any time between the parties to this Agreement, the parties agree:

9.1.1 that the dispute will be submitted to and decided by arbitration in Cape Town in accordance with the rules of the Arbitration Foundation of South Africa (“AFSA”), which arbitration shall be administered by AFSA.

9.2 The Arbitrator will be nominated as follows:

9.2.1 If the matter in dispute is primarily a legal matter, the Arbitrator will be a Senior Counsel of at least 10 (ten) years standing;

9.2.2 If the matter in dispute is primarily an accounting matter, the Arbitrator will be a practicing Chartered Accountant of at least 10 (ten) years standing;

9.2.3 If the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration is demanded, the matter shall be deemed to be a legal matter;

9.2.4 If the Parties fail to agree on an arbitrator within 7 (seven) days of the giving of notice in terms of this clause demanding arbitration, the arbitrator shall be appointed, at the request of either Party to the dispute, in terms of the rules of AFSA.

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- 9.3 Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 9.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim. The Parties hereby consent to the jurisdiction of the Cape High Court in respect of such proceedings.
- 9.5 The Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 9.6 The provisions of this clause 9 will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.
- 9.7 The Parties agree that the written demand by a Party to the dispute in terms of clause 9.1 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

10. DOMICILIA AND NOTICES

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.

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Eskom

Physical address: Attention: Power Station Manager, Koeberg Power Station, Melkbosstrand

Postal address : Private Bag x10, KERNKRAG, 7441

The Board

Physical address: Attention: The Chief Executive Officer PGWC Shared Services Center, cnr Bosduif & Volstruis Streets, Bridgetown, 7764

Postal address : Private Bag X29, Gatesville, 7766

11. VARIATION OF AGREEMENT

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

12. COSTS OF AGREEMENT

All costs associated with the preparation and/or signing of this Agreement shall be borne by the Board.

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13. DURATION

13.1 This Agreement shall come into effect on the effective date and shall remain in force for a period of thirty years, subject to the following:

13.1.1 In the event that the status of the Properties as a Nature Reserve, is cancelled for any reason whatsoever, or is withdrawn in terms of section 24 of the Act, this Agreement shall automatically terminate on the date of such cancellation or withdrawal;

13.1.2 In the event the Owner elects to sell or transfer the Properties or a Property, this Agreement shall automatically terminate on the date of registration of transfer of the Property or Properties into the name of the new transferee;

13.1.3 In the event that either party wishes to terminate this Agreement it shall notify the other party with a 180 day notice period.

13.2 The parties acknowledge that the termination of this Agreement in terms of clause 13.1.3 or the transfer or sale of Property/Properties in terms of clause 13.1.2 shall have no force or effect on the status of the declaration of the Nature Reserve.

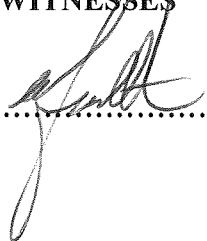
SIGNED AT ...MELKBOSSSTRAAND..... on this day of ...1 APRIL.....2015
in the presence of the undersigned witnesses.

ESKOM HOLDINGS SOC LTD
Represented by the
SENIOR GENERAL MANAGER: KOEBERG


.....
SIGNATURE

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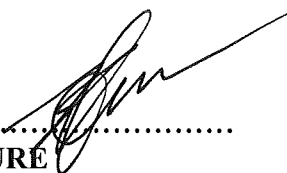

AS WITNESSES

1. 

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SIGNED AT BRIDGE TOWN on this 18th day of March 2015 in the presence of the undersigned witnesses.

THE WESTERN CAPE NATURE CONSERVATION BOARD
Represented by its
CHIEF EXECUTIVE OFFICER



SIGNATURE

AS WITNESSES

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ANNEXURE "A"

**DECLARATION OF NATURE RESERVE (GAZETTE, APPLICATION and
RELEVANT CORRESPONDANCE)**

The Province of the Cape of Good Hope Official Gazette 4718 11 October 1991

PROVINSIALE KENNISGEWINGS	PROVINCIAL NOTICES
<p>Volgende Provinsiale Kennisgewing word vir algemene inligting aangekondig.</p> <p>B. A. VAN DER VYVER, DIREKTEUR-GENERAAL</p> <p>Provinsiale-gebou, Waalstraat, Kaapstad.</p>	<p>The following Provincial Notice is published for general information.</p> <p>B. A. VAN DER VYVER, DIRECTOR-GENERAL</p> <p>Provincial Building, Wale Street, Cape Town.</p> <p align="center"><i>KOEBERG NATURE RESERVE</i></p>
<p>P.K. 720/1991 11 Oktober 1991</p>	<p>P.N. 720/1991 11 October 1991</p>
<p align="center">WES-KAAPSE STREEKSDIENSTERAADSGBIED: STIGTING VAN 'N PRIVATE NATUURRESERVAAT</p> <p>Kennisgewing geskied hierby kragtens artikel 12(4) van die Ordonnansie op Natuur- en Omgewingsbewaring, 1974 (Ordonnansie 19 van 1974), dat die Administrateur goedkeuring verleen het aan Eskom om 'n private natuurreservaat op sy eiendomme, synde die plaas Duynfontein Nr 34, die plaas Kleine Springfontyn Nr 33 en Gedeelte 6 van die plaas Kleine Springfontyn Nr 33, in die gebied van die Wes-Kaapse Streeksdienseraad te stig, waaraan die naam "Koeberg Private Natuurreservaat" toegewys is en waarvan die grense is soos aangedui op 'n kaart aangegeef in die kantoor van die Hoofdirekteur: Natuur- en Omgewingsbewaring, Utilitasgebou, Dorpstraat 1, Kaapstad.</p>	<p align="center">WESTERN CAPE REGIONAL SERVICES COUNCIL AREA: ESTABLISHMENT OF A PRIVATE NATURE RESERVE</p> <p>Notice is hereby given in terms of section 12(4) of the Nature and Environmental Conservation Ordinance, 1974 (Ordinance 19 of 1974), that the Administrator has granted approval to Eskom to establish a private nature reserve on his properties being the farm Duynfontein No 34, the farm Kleine Springfontyn No 33 and Portion 6 of the farm Kleine Springfontyn No 33, situated in the area of the Western Cape Regional Services Council, to which the name "Koeberg Private Nature Reserve" has been assigned and the boundaries of which are as indicated on a map filed in the office of the Chief Director: Nature and Environmental Conservation, Utilitas Building, 1 Dorp Street, Cape Town.</p>

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**Koeborg Nuclear
Power Station**

Melkbosstrand, Cape

Circle 850 N°0
 Telex 558179 - KEEFG
 Fax (022) 413421
 Reservations (022) 411133

CEM/and

**Koeborg
Kernkragstasie**

Melkbosstrand, Kaap

Circle 850 N°0
 Telex 558179 - KEEFG
 Fax (022) 413421
 Reservations (022) 411133

**ESKOM**

Computer Ref
247959R

The Chief Director
 Chief Directorate Nature and Environmental Conservation
 Cape Provincial Administration
 Private Bag 9086
 CAPE TOWN
 8000

Date/Datum
12/07/88

Your ref./U verw.
AND/6/11(GENERAL)

Our ref./Oms verw.
LS 3.10.1

Enquiries/Navrae
DB MURRAY

Dear Sir

**KOEBORG NUCLEAR POWER STATION
 PROPOSED ESTABLISHMENT OF A PRIVATE NATURE RESERVE**

Eskom considers the west coast environment valuable and worthy of conservation. I wish to propose the establishment of a private nature reserve on the property owned by Eskom in terms of section 12 of Ordinance 19 of 1974. The relevant application form for Dunefontein and Kleine Springfontein and copies of the title deeds are attached. The proposed nature reserve will exclude any developed areas.

Although a firm decision has not been taken on the construction of any further nuclear power stations, the Koeborg property is not excluded as a possible future site. I trust that this will not affect the proposed establishment of a private nature reserve as the power station will only occupy a small part of the land.

A copy of a report received from the Western Cape Regional Office of the Department of Nature & Environmental Conservation is attached for your information.

Generation Group

All correspondence should
 be addressed to the Power
 Station Manager

D40 02 01

Kragontwikkelingsgroep

Alle korrespondensie moet
 aan die Kragmasiesteruiter
 gerig word.

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Eskom is conducting a programme at Koeborg of reintroducing game onto the property, our small herd of bontebok is one example. We are also engaged in a programme to preserve the strandveld fynbos vegetation and the eradication of alien vegetation on the property. The establishment of a private nature reserve will give added impetus to our programme.

Yours faithfully

**B. I. OATEN
 POWER STATION MANAGER**

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PROVINSIALE ADMINISERASIE VAN DIE
RAAD DIE GOED HOOP - HOOFDIREKTO-
RAAT: NATURE EN OMGEWINGSBEWAKING

PROVINCIAL ADMINISTRATION OF THE
CAPE OF GOOD HOPE - CHIEF DIRECTOR
TERRACE NATURE AND ENVIRONMENTAL
CONSERVATION

AANSOEK VAN GRONDEIENAR OM PRIVATE
NATUURRESERVAAT TE LANT PROKLAMEER

APPLICATION BY LANDOWNERS FOR THE
PROCLAMATION OF PRIVATE LAND AS A
NATURE RESERVE

Oordienende op Natuurbewaking,
no. 19 van 1974.

Nature Conservation Ordinance,
No. 19 of 1974.

(Artikel 12)

(Section 12)

1. Grondeienaar

1. Landowner

Volle naam Mnr./Mev./Moj. <u>ESKOM</u>	Full name Mr/Mrs/Miss
Posadres <u>Private Bag 110, KENSBURG, 7440</u>	Postal Address
Plaas _____	Farm
Distrik _____	District
Telefoonnommer <u>(02224) 2133</u>	Telephone Number

2. besonderhede van eiendom

2. Particulars of property

Die aangehegte punt-tot-punt-grensoomskrywing van die grond is opgestel volgens die styl van die voorbeeld wat deur die Departement verskaf is. / Kaart wat grense aandui word geliaser by _____	The attached point-to-point description of the land has been compiled in accordance with the style of the example supplied by the Department. / Map indicating boundaries is filed at _____ <u>Koeborg Power Station</u>
Ek bevestig hierby dat die eiendomsreg van die eiendom _____	I hereby declare that ownership of the property _____ <u>Duynfontein No 34</u> <u>Kleine Springfontein No 33</u>
beskryf in transportakte no. _____ gedateer _____	<u>PTN 6 Kleine Springfontein No 23</u> described in deed of transfer No. <u>T21287/78</u> dated <u>31/8/78</u> <u>T21209/77</u> <u>5/8/67</u> <u>T13256/25</u> <u>25/4/25</u>
in my besit en ek het hierby 'n gewaarmerkte fotostatiese kopie van die transportakte aan. Grootte in hektare _____	is vested in me and I attach hereto a certified photostatic copy of the deed of transfer. Size in hectares _____ <u>Duynfontein 1257 ha</u> <u>Kleine Springfontein 1290 ha</u> <u>PTN 6 Kleine Springfontein 26 ha</u>

M.K
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<p>Is die eiendoms in sy geheel omheining?</p> <p>Indien wel, gee 'n beskrywing van omheining:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Hoogte in meters _____</p> <p>Aantal dwarsdrade _____</p> <p>Ander besonderhede _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Is the property totally fenced?</p> <p>Yes</p> <p>If so, give a description of the fence:</p> <p>Various types</p> <p>1) Farm fencing encloses area 5 strands 1,2m</p> <p>2) Area around a portion of Duynefontein galvanised 3 m diamond mesh.</p> <p>Height in metres _____</p> <p>How many crosswires _____</p> <p>Other particulars _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>3. <u>Besonderhede: Plante en wilde diere</u></p> <p>Watter meldenswaardige plantsoorte groei daar?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Watter wilde diersoorte kom daar voor?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>3. <u>Particulars: Plants and wild animals</u></p> <p>What plants worth mentioning occur there?</p> <p>Strandveld Fynbos</p> <p>_____</p> <p>_____</p> <p>What wild animals occur there?</p> <p>Bontebok, Grysbok, Steenbok,</p> <p>Duiker, Ostriches and</p> <p>smaller game</p> <p>_____</p> <p>_____</p>
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GNP/08AR02SK

M.I.C


<p>4. <u>Rede vir proklamering</u></p> <p>Rede waarom u meen dat die eiendom iets besonder is vir proklamering tot private natuurreservaat.</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>4. <u>Reason for proclaming</u></p> <p>Reason why you regard the property to be worthy of being proclaimed as private nature reserve.</p> <p>Preservation of vegetation and indigenous fauna along the West Coast.</p> <p>_____</p> <p>_____</p>
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<p>5. <u>Beoogde verbeteringe</u></p> <p>Watter maatreëls wil u nog tref om die aantreklikheid van die eiendom, na proklamering as reservaat verder te verhoog?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>5. <u>Proposed improvements</u></p> <p>What steps do you envisage to enhance the attractiveness of the property subsequent to its being proclaimed?</p> <p>Long term programme of eradication of alien vegetation. Reintroducing game to the area.</p> <p>_____</p> <p>_____</p> <p>_____</p>
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<p>6. <u>Voorgestelde naam van reservaat</u></p> <p>Ek is voornemens om die naam _____</p> <p>_____</p> <p>_____</p> <p>—private natuurreservaat aan die betrokke grond toe te ken.</p>	<p>6. <u>Proposed name of reserve</u></p> <p>I propose naming the relative property _____</p> <p>Koeborg _____</p> <p>_____</p> <p>private nature reserve.</p>
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M. U.

Ek verklaar hierby dat die
bostaande gegewens na die
baste van my wete en
oortuiging waar en juis is.

I declare the above data to
be true and correct to the
best of my knowledge and
belief.

B. S. Oaten
HANDTEKENING VAN AANSOEKER

B E OATEN
SIGNATURE OF APPLICANT
For and on behalf of Eskom
Power Station Manager
Koeberg Nuclear Power Station

15/7/88
DATUM/DATE

[Handwritten initials]
M.K.
[Handwritten initials]

PROVINSIALE ADMINISTRASIE
VAN DIE KAAP DIE GOETE HOOP

DEPARTEMENT VAN NATUUR- EN
OMGEWINGSBEWARING

WES-KAAPSTREEKKANTOOR

PRIVAATSAK 5014, STELLENBOSCH 7600

Mr Don Murray
Koeberg Kernkragstasie
Privaatsak X10
KERNKRAG
7440

PROVINCIAL ADMINISTRATION
OF THE CAPE OF GOOD HOPE

DEPARTMENT OF NATURE AND
ENVIRONMENTAL CONSERVATION

WESTERN CAPE REGIONAL OFFICE

PRIVATE BAG 5014, STELLENBOSCH 7600

telegram: natuur

telephone/telefoon
70130 (02231)

enquiries/navrae
J.J. Muller

reference/verwysing
JNO 4/54

your ref./u verw.

date/datum

27 April 1988

Geagte Meneer

BEWARINGSWAARDE EN -AKSIES VIR DIE KOEBERG KERNKRAGSTASIE-TERREIN

1. My besoek ter plaatse op 30 Desember 1987 en ons telefoongesprek op 22 April 1988 verwys.
2. Ek stel graag, soos versoek, my algemene indrukke en advies op skrif.
3. Ek aanvaar, as uitgangspunt, dat Eskom die terrein op so 'n wyse wil bestuur en ontwikkel dat die organisasie se openbare beeld bevorder word terwyl die sosiale verantwoordelikheid teenoor die omgewing terselfdertyd nagekom word.
4. Die bewaringswaarde van die terrein lê primêr in die beskerming en rehabilitasie van die kusstrandveld- en fynbosplantegroei. Dit behels 'n verbondenheid aan die uitroeiing van die indringerplante oor die langtermyn met al die implikasies in terme van koste daaraan verbonde. Ek sou graag wou sien dat die bewaring van die natuurlike plantegroei as die primêre doelwit in enige missiestelling, strategie of bestuursplan gestel word. Hierdeur sal Eskom se sosiale verantwoordelikheid teenoor die omgewing nagekom word.


2/.....

M.K.
bed.

- 2 -

5. 'n Bewaringsaksie wat oorweg kan word, is die hervestiging van wildsoorte op die terrein. Die bydra van so 'n aksie tot natuurbewaring is gering, maar dit kan belangrik wees in die bevordering van Eskom se openbare beeld. Ek sou graag wou sien dat die hervestiging van wild op die terrein as 'n sekondêre doelwit in 'n missiestelling of bewaringsplan gestel word. Ek sou verder voorstel dat dit tot soorte wat van nature in die omgewing sou voorkom, beperk word en dit in lae getalle gedoen word. Die uitdunning van wild is 'n gespesialiseerde funksie en kan bestuursintensief raak wanneer so 'n operasie gereeld uitgevoer moet word.
6. U kan moontlik ook oorweging daaraan skenk om 'n natuurbewaring student in sy praktiese jaar aan te stel om 'n bestuursplan vir die terrein op te stel. Ons het gevind dat 'n skriftelike bestuursplan in ons opset essensiële is om kontinuiteit te handhaaf - die argument sal in u situasie soveel meer van krag wees. So 'n plan spel formeel die kosteimplikasies van alle natuurbewaringsaksies aan Bestuur uit, en as dit aanvaar word, let 'n mens 'n gesonde basis waarop kort- en mediumtermynaksies beplan en voor begroot kan word.
7. Ek wil dit net ten slotte beklemtoon dat die stelling van doelwitte die prerogatief van Eskom is. Dit is egter ook belangrik dat enige bewaringsaksies deur Eskom wetenskaplik gefundeer moet wees. Die proklamering van die terrein as 'n natuurreservaat sal myns insiens baie bydra tot die bevordering van die organisasie se beeld as 'n omgewingsbewuste instelling.
8. Ek hoop dat die enkele opmerkings vir u van waarde sal wees en voel asseblief vry om my weer te nader.

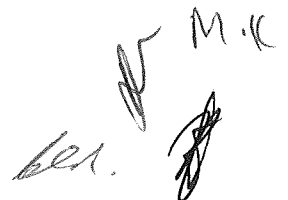
Die uwe



J. L. MOLLER

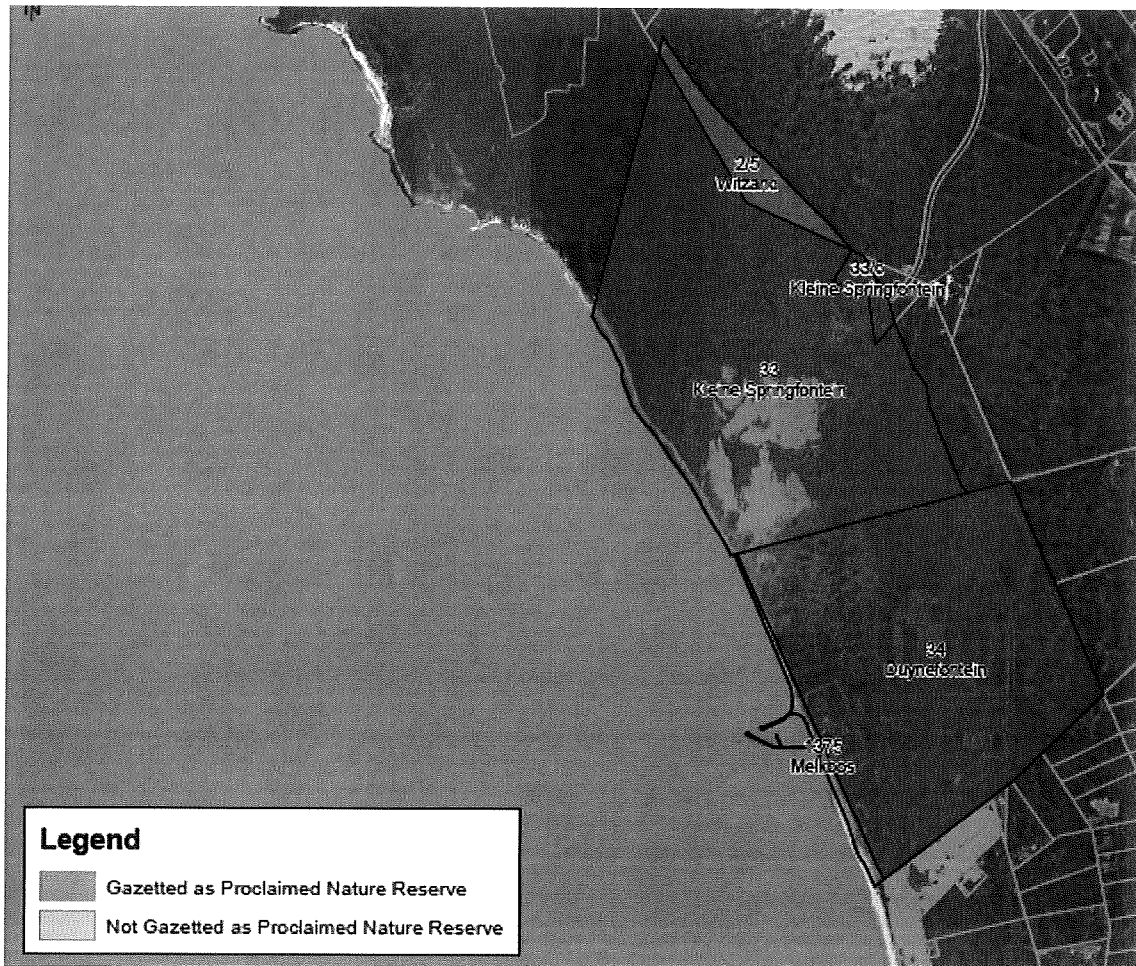
Senior Streeksbeampste (Wes-Kaap)

JJM/tv

ber. M.K.


ANNEXURE "B"

ESKOM OWNED LAND INCLUDED IN STEWARSHIP AGREEMENT



M.K
[Handwritten signatures]