



AREA: <i>Burgersfort</i>	PROJECT NUMBER: <i>115 KT-MHG Deviations</i>
FEEDER: <i>Middelpunt - Hoogenoeg</i>	ITEM OF: <i>1 OF 1</i>
SUPPLY TO:	
ESKOM REPRESENTATIVE: <i>MM Geomatics</i>	TEL: <i>071 031 0257</i>
*DISTRIBUTION	E Mail: <i>mmgeomatics@gmail.com</i>

WAYLEAVE CONTRACT
POWERLINE AND/OR CABLE AND ASSOCIATED INFRASTRUCTURE

1. GENERAL

1.1 Identification of parties:

1.1.1 Contractor means any entity appointed as an independent contractor to execute works on the Property in the exercise of the Rights.

1.1.2 Eskom means Eskom Holdings SOC Ltd, a public company with registration number 2002/015527/30 with its head office at Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton.

1.1.3 Owner means *TUBATSE MATSEHATSE LOCAL MUNICIPALITY*

ID No: *8304250883081* a company / close corporation / trust / partnership / natural person / Government department / tribal authority of *MAGADIMANA*
Address: *P. O. Box 30 DRIEKOP*

Postal Code *1129* Tel.No: *0727643480* herein represented by:

Name: _____ in my capacity as

_____ of _____,

(ID _____) who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: *Surbiton No. 115- KT*

Title Deed No.: *T15303/1927PTA* Extent: *2037.4269H*

Locality Authority: *Greater Tubatse Local Municipality*

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2. THE RIGHTS

- 2.1 The Owner grants, generally, an irrevocable right (herein the "Rights"), in perpetuity and free of charge, to Eskom and over the Property, for the distribution and transmission of electricity and related purposes, substantially along the route indicated by letters _____ on the attached sketch plan, comprising an area 9 meters on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), and the Rights include those set out in paragraph 2 hereof.
- 2.2 To the extent necessary to give effect hereto, the Owner's spouse, Lessee and/or Usufructuary agrees to the granting of the Rights by signing below.
- 2.3 The Rights, specifically, include the rights to:
- 2.3.1 convey electricity and telecommunication across the Property;
 - 2.3.2 erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (herein referred to as the "Goods") and the Owner agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods;
 - 2.3.3 enter and be upon the Property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.3.4 have these Goods remain on the Property for so long as either Eskom or the Owner requires them to;
 - 2.3.5 extend the Goods to other customers, suppliers or contracting parties of Eskom, over the Property;
 - 2.3.6 use existing roads and gates giving access to and running across the Property and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Property and the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.3.7 remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in paragraph 3.2 hereof;
 - 2.3.8 every ancillary right necessary or convenient for the proper exercise of the Rights granted to Eskom; and
 - 2.3.9 At Eskom's election, have this wayleave registered as a servitude against the title deed of the Property.
- 2.4 The Rights will apply to all electricity infrastructure on the Property and the area which such infrastructure covers will be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the Owner herewith grants permission for all electricity infrastructure on the Property to remain on the Property.

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- 2.5 Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area required by the Owner, are for the Owner's account and must be paid for by the Owner in advance. Eskom will effect such changes or removals after receipt of such payment, if such changes or removal are technically possible.
- 2.6 The Contractor may exercise any of the Rights.
- 2.7 Eskom may:
- 2.7.1 let any portion of the Goods to any third party on such conditions as Eskom may deem fit;
- 2.7.2 cede all or any of the Rights granted in terms of this Wayleave to any third party.

3. THE OBLIGATIONS

- 3.1 Eskom must:
- 3.1.1 ensure that any of Eskom's gates that it had used is closed after use;
- 3.1.2 pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by Eskom, its employees or agents in pursuit of the Rights, save where Eskom is acting in accordance with sub-clause 2.3.7 of this document; and
- 3.1.3 where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this sub-clause 3.1.1.
- 3.2 The Owner must ensure that no:
- 3.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within 9 metres from any structure-supporting mechanism (the "Restricted Area");
- 3.2.2 tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless if it is outside of the Wayleave or Restricted Area;
- 3.2.3 material which may in the opinion of Eskom endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.
- 3.3 The Owner must bring the existence of this wayleave contract to the attention of any purchaser or other transferee of the Property (or of any portion of the Property) before the Property (or any portion thereof) is sold and/or transferred to such purchaser or transferee, or if the Owner grants any further rights in or to the Property to any other third party, to such third Party.
- 3.4 The Owner must inform Eskom in writing if it is going to sell the Property.

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3.5 The Owner's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from Eskom concerning the protection of electricity infrastructure.

Signed at MAGADIMANE NTWENG on 09-10-2020.

NTWAMPET DA
The Owner

Witnesses:

1. [Signature]

2. [Signature]

Signed at _____ on _____.

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS
MAGADIMANE NTWENG TRADITIONAL COUNCIL
09 OCT 2020
P.O. BOX 284 DRIEKOP 1129
SEKHUKHUNE DISTRICT SUPPORT CENTRE



AREA: <u>Burgersfort</u>	PROJECT NUMBER: <u>112/12/KT- MHA Deviations</u>	
FEEDER: <u>Middelpunt - Hoogenoeg</u>	ITEM OF: <u>1 OF 1</u>	
SUPPLY TO:		
ESKOM REPRESENTATIVE: <u>MM Geomatics</u>	TEL: <u>071 031 0257</u>	
*DISTRIBUTION	E Mail: <u>mmgeomatics@gmail.com</u>	

**WAYLEAVE CONTRACT
POWERLINE AND/OR CABLE AND ASSOCIATED INFRASTRUCTURE**

1. GENERAL

1.1 Identification of parties:

1.1.1 Contractor means any entity appointed as an independent contractor to execute works on the Property in the exercise of the Rights.

1.1.2 Eskom means Eskom Holdings SOC Ltd, a public company with registration number 2002/015527/30 with its head office at Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton.

1.1.3 Owner means THOBEJANE MATSHEPHISE KEDI BONG

ID No: 83011250883087 a company / close corporation / trust / partnership / natural person / Government department / tribal authority of MAGADIMANA
Address: P.O. Box 30 DELEKOP

Postal Code 1129 Tel.No: 0727613486 herein represented by:

Name: _____ in my capacity as

_____ of _____,

(ID _____) who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: Portion 2 of Bedford No. 112-KT

Title Deed No.: T10002/1930PTA Extent: 1934,9058H

Locality Authority: Creator Tubatse

C.T MK KS

2. THE RIGHTS

- 2.1 The Owner grants, generally, an irrevocable right (herein the "Rights"), in perpetuity and free of charge, to Eskom and over the Property, for the distribution and transmission of electricity and related purposes, substantially along the route indicated by letters _____ on the attached sketch plan, comprising an area 9 meters on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), and the Rights include those set out in paragraph 2 hereof.
- 2.2 To the extent necessary to give effect hereto, the Owner's spouse, Lessee and/or Usufructuary agrees to the granting of the Rights by signing below.
- 2.3 The Rights, specifically, include the rights to:
- 2.3.1 convey electricity and telecommunication across the Property;
 - 2.3.2 erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (herein referred to as the "Goods") and the Owner agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods;
 - 2.3.3 enter and be upon the Property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.3.4 have these Goods remain on the Property for so long as either Eskom or the Owner requires them to;
 - 2.3.5 extend the Goods to other customers, suppliers or contracting parties of Eskom, over the Property;
 - 2.3.6 use existing roads and gates giving access to and running across the Property and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Property and the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.3.7 remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in paragraph 3.2 hereof;
 - 2.3.8 every ancillary right necessary or convenient for the proper exercise of the Rights granted to Eskom; and
 - 2.3.9 At Eskom's election, have this wayleave registered as a servitude against the title deed of the Property.
- 2.4 The Rights will apply to all electricity infrastructure on the Property and the area which such infrastructure covers will be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the Owner herewith grants permission for all electricity infrastructure on the Property to remain on the Property.

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- 2.5 Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area required by the Owner, are for the Owner's account and must be paid for by the Owner in advance. Eskom will effect such changes or removals after receipt of such payment, if such changes or removal are technically possible.
- 2.6 The Contractor may exercise any of the Rights.
- 2.7 Eskom may:
- 2.7.1 let any portion of the Goods to any third party on such conditions as Eskom may deem fit;
- 2.7.2 cede all or any of the Rights granted in terms of this Wayleave to any third party.

3. THE OBLIGATIONS

- 3.1 Eskom must:
- 3.1.1 ensure that any of Eskom's gates that it had used is closed after use;
- 3.1.2 pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by Eskom, its employees or agents in pursuit of the Rights, save where Eskom is acting in accordance with sub-clause 2.3.7 of this document; and
- 3.1.3 where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this sub-clause 3.1.1.
- 3.2 The Owner must ensure that no:
- 3.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within 9 metres from any structure-supporting mechanism (the "Restricted Area");
- 3.2.2 tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless if it is outside of the Wayleave or Restricted Area;
- 3.2.3 material which may in the opinion of Eskom endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.
- 3.3 The Owner must bring the existence of this wayleave contract to the attention of any purchaser or other transferee of the Property (or of any portion of the Property) before the Property (or any portion thereof) is sold and/or transferred to such purchaser or transferee, or if the Owner grants any further rights in or to the Property to any other third party, to such third Party.
- 3.4 The Owner must inform Eskom in writing if it is going to sell the Property.

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3.5 The Owner's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from Eskom concerning the protection of electricity infrastructure.

Signed at MAGADIMANE NTWENG on 09-10-2020.

NTWAMPE DA
The Owner

Witnesses:

1. [Signature]

2. [Signature]

Signed at _____ on _____.

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS
MAGADIMANE NTWENG TRADITIONAL COUNCIL
09 OCT 2020
P.O. BOX 234 DRIEKOP 1129
SEKHUKHUNE DISTRICT SUPPORT CENTRE



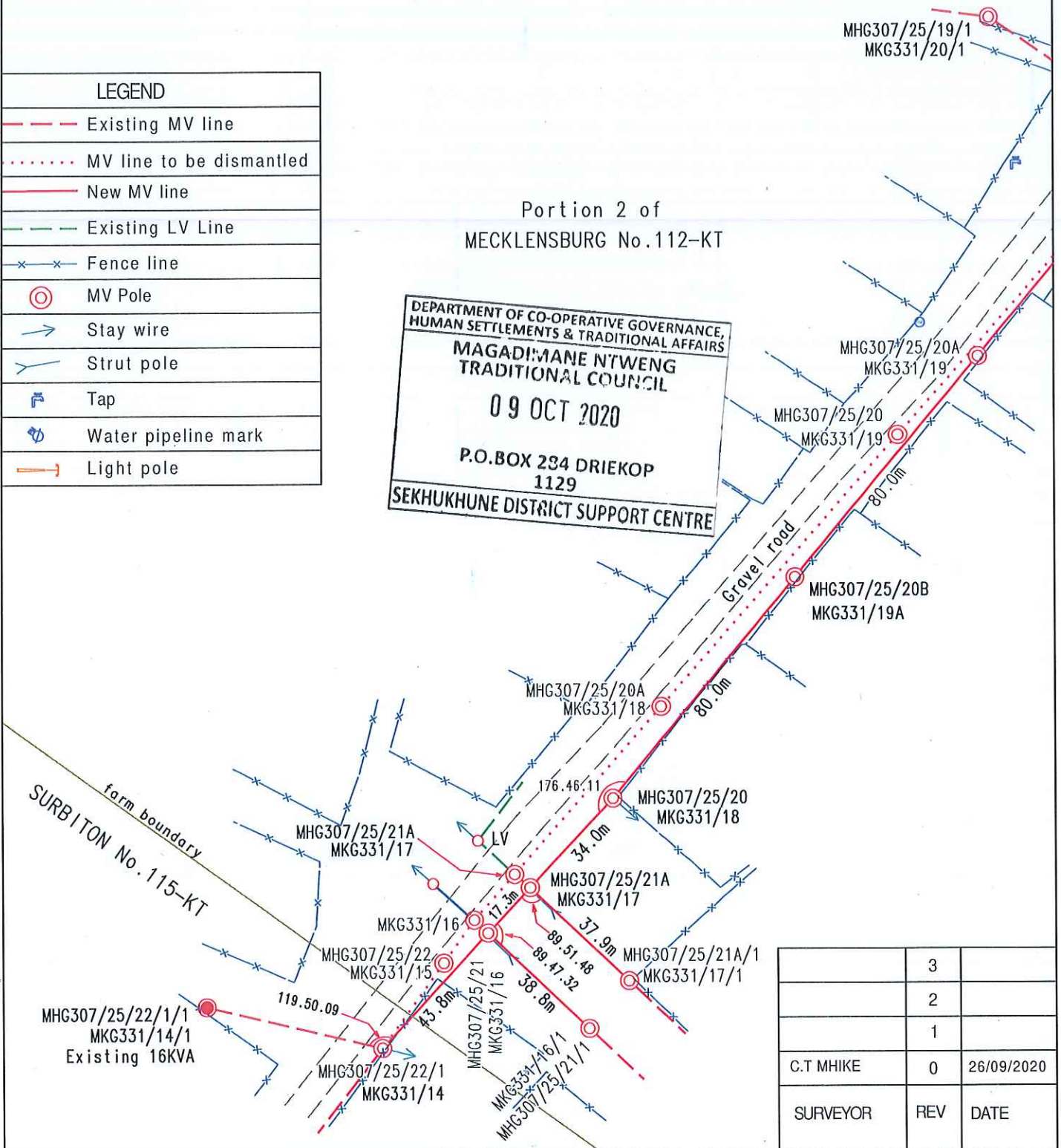
ENGINEERING SURVEY DESIGN DRAWING

Reference	2020ESK15
	23/09/2020
Revision	00

LEGEND	
	Existing MV line
	MV line to be dismantled
	New MV line
	Existing LV Line
	Fence line
	MV Pole
	Stay wire
	Strut pole
	Tap
	Water pipeline mark
	Light pole

Portion 2 of
MECKLENSBURG No.112-KT

DEPARTMENT OF CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS
**MAGADI'MANE NTWENG
TRADITIONAL COUNCIL**
09 OCT 2020
P.O. BOX 234 DRIEKOP
1129
SEKHUKHUNE DISTRICT SUPPORT CENTRE



	3	
	2	
	1	
C.T MHIKE	0	26/09/2020
SURVEYOR	REV	DATE

FEEDER : MIDDELPUNT - HOOGENOEG 22KV	CUSTOMER : ESKOM POLOKWANE	
PROJECT No. : MHG LINE DEVIATIONS	PROPERTIES : PORTION 2 OF MECKLENSBURG No.112 KT & SURBITON No.115-KT	
CONDUCTOR :	CONTACT DETAILS : 071 031 0257	
LENGTH OF LINE : 0.93KM	SCALE : 1 : 1 500	
SURVEYOR : MM GEOMATICS (PTY) LTD	PAGE : 1 OF 3 PAGES	
DRAUGHTSPERSON : C.T MHIKE		

SCALE : 1 : 1 500

DEPARTMENT OF CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS
**MAGADI:ANE NTWENG
TRADITIONAL COUNCIL**
09 OCT 2020
P.O.BOX 234 DRIEKOP
1129
SEKHUKHUNE DISTRICT SUPPORT CENTRE

Portion 2 of
MECKLENSBURG No.112-KT

Graves

MHG307/25/17
MKG331/22
177.43.35
MHG307/25/18A
MKG331/22

MHG307/25/18
MKG331/21
Moved 50KVA

MHG307/25/18/1
MKG331/21/1
Existing 50KVA
(Move TFR)

MKG331/21
MHG307/25/18

MHG307/25/19/1
MKG331/20/1

MHG307/25/19A
MKG331/21A

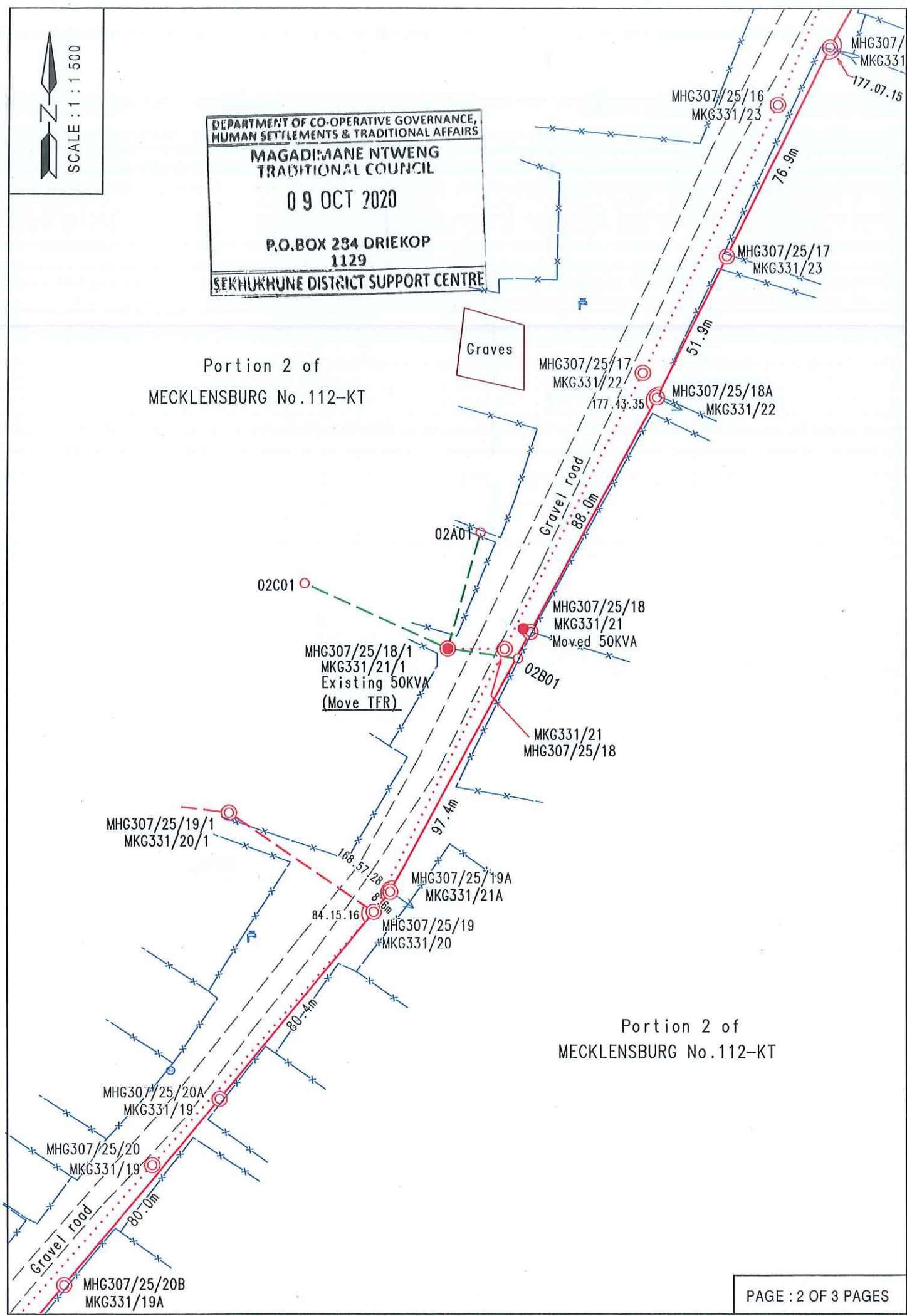
MHG307/25/19
MKG331/20

MHG307/25/20A
MKG331/19

MHG307/25/20
MKG331/19

MHG307/25/20B
MKG331/19A

Portion 2 of
MECKLENSBURG No.112-KT

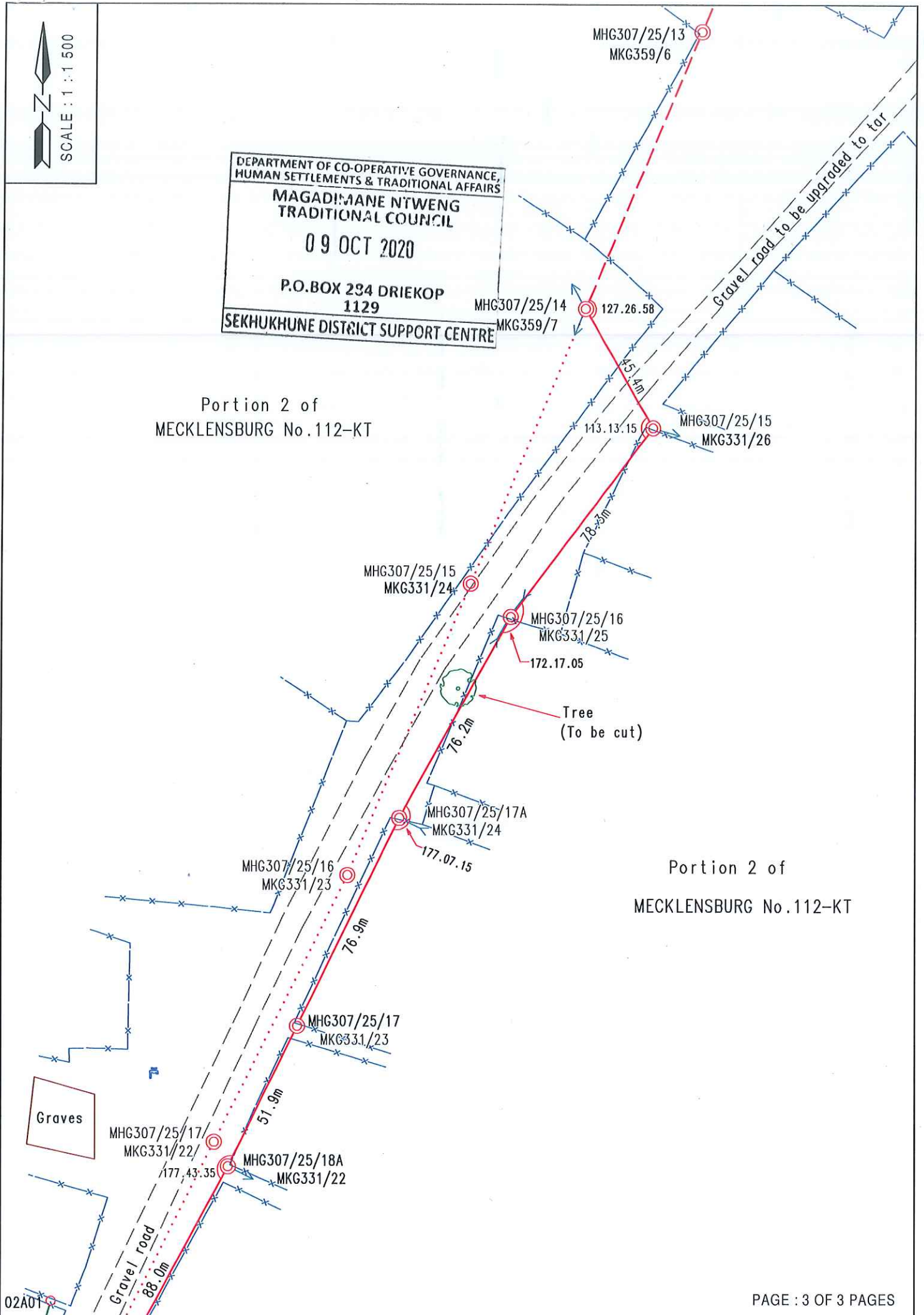


SCALE : 1 : 1 500

DEPARTMENT OF CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS
MAGADIMANE NTWENG
TRADITIONAL COUNCIL
09 OCT 2020
P.O. BOX 294 DRIEKOP
1129
SEKHUKHUNE DISTRICT SUPPORT CENTRE

Portion 2 of
MECKLENSBURG No.112-KT

Portion 2 of
MECKLENSBURG No.112-KT



Deeds Office Property

SURBITON, 115, 0 (LIMPOPO)

GENERAL INFORMATION

Deeds Office LIMPOPO
 Date Requested 2020/10/08 18:10
 Information Source DEEDS OFFICE
 Reference -



PROPERTY INFORMATION

Property Type FARM
 Farm Name SURBITON
 Farm Number 115
 Portion Number 0
 Local Authority GREATER TUBATSE LOCAL MUNICIPALITY
 Registration Division KT
 Province LIMPOPO
 Diagram Deed DB84/14
 Extent 2037.4269H
 Previous Description (LEBOWA)
 LPI Code T0KT00000000011500000

OWNER INFORMATION

Owner 1 of 1

Company Type ADMINISTRATOR
 Name GOVERNMENT OF LEBOWA
 Registration Number
 Title Deed T15303/1927PTA
 Registration Date 1927/12/24
 Purchase Price (R) -
 Purchase Date -
 Share
 Microfilm Reference
 Multiple Properties NO
 Multiple Owners NO

ENDORSEMENTS (13)

#	Document	Institution	Amount (R)	Microfilm
1	I-2915/2014CPTA	-	UNKNOWN	
2	KT,115PTA	-	UNKNOWN	
3	K2869/2001RMPTA	ANGLO OPERATIONS PTY LTD	UNKNOWN	
4	K44/2002RMPTA	SAMANCOR LTD	UNKNOWN	
5	K4707/2007SPTA	-	UNKNOWN	
6	K4715/2007SPTA	-	UNKNOWN	
7	K7380/2001SPTA	-	UNKNOWN	
8	K965/1927SPTA	-	UNKNOWN	
9	T15303/1927PTA	-	UNKNOWN	
10	VA1832/91-K391/29SPTA	-	UNKNOWN	
11	VA3660/2001PTA	ANGLO OPERATIONS PTY LTD	UNKNOWN	
12	CONVERTED FROM PTA	-	UNKNOWN	
13	LEBOWA	-	UNKNOWN	

HISTORIC DOCUMENTS (1)

#	Document	Owner	Amount (R)	Microfilm
1	T15303/1927PTA	BAPEDI TRIBE	UNKNOWN	

Deeds Office Property

BEDFORD, 112, 2 (LIMPOPO)

GENERAL INFORMATION

Deeds Office LIMPOPO
 Date Requested 2020/10/08 18:11
 Information Source DEEDS OFFICE
 Reference -



PROPERTY INFORMATION

Property Type FARM
 Farm Name BEDFORD
 Farm Number 112
 Portion Number 2
 Local Authority GREATER TUBATSE LOCAL MUNICIPALITY
 Registration Division KT
 Province LIMPOPO
 Diagram Deed T10002/930
 Extent 1934.9058H
 Previous Description -
 LPI Code T0KT00000000011200002

OWNER INFORMATION

Owner 1 of 1

Company Type GOVERNMENT
 Name NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
 Registration Number
 Title Deed T10002/1930PTA
 Registration Date 1930/10/15
 Purchase Price (R) -
 Purchase Date -
 Share
 Microfilm Reference
 Multiple Properties NO
 Multiple Owners NO

ENDORSEMENTS (8)

#	Document	Institution	Amount (R)	Microfilm
1	I-2915/2014CPTA	-	UNKNOWN	
2	I-992/2014CPTA	-	UNKNOWN	
3	KT,112,2PTA	-	UNKNOWN	
4	K1893/1979RMPTA	CHROMEX MINING CO PTY LTD	UNKNOWN	
5	K2074/1976RMPTA	GEMERT ISOBEL JUNE VAN	UNKNOWN	
6	K2075/1976LPTA	CHROMEX MINING CO PTY LTD	UNKNOWN	
7	CONVERTED FROM PTA	-	UNKNOWN	
8	RELEASED AREA	-	UNKNOWN	

HISTORIC DOCUMENTS

No documents to display

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