



JU-260-4-WL-11072020-13-N-MMB325153397

AREA: Nkomazi	PROJECT NUMBER: MMB325153397
FEEDER: Buffelspruit Ndela	ITEM OF: 2 OF 2
SUPPLY TO: Nkomazi local Municipality	
ESKOM REPRESENTATIVE: Praise	TEL: 013 755 9211
*DISTRIBUTION/*TRANSMISSION	Email: Mabileap@eskom.co.za

**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.

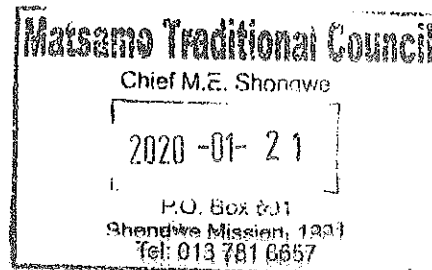
1.1.2 Eskom means Eskom Holdings SOC Ltd, a public company with registration number 2002/015527/30 with its head office at Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton.

1.1.3 Lessee means the holder of a lease registered against the title deed of the Property and is MATSAMO TRADITIONAL COUNCIL, a company / close corporation / trust / partnership / natural person / Government department / tribal authority of P.O. BOX 601 SHERIDAN 1331, herein represented by ZIPHO TSEPTI MALULELA who through signature here below, warrants his or her authority to sign on behalf of the Lessee.

1.1.4 Owner means a company / close corporation / trust / partnership / natural person / Government department / tribal authority of herein represented by ID NUMBER:, who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.5 Property means: Singerton 260/4 34 held by virtue of Title Deed/s number/s extent

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1.1.6 Usufructuary means ,
 a company / close corporation / trust / partnership / natural person /
 Government department / tribal authority of

 , herein represented by
 , who through signature here below, warrants his or her authority to sign on
 behalf of the Usufructuary.

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**A.B.C.D.**... 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.

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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

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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.

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 within9..... 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.

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[Handwritten signature]

- 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.
- 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 _____ on _____.

The Owner

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

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Signed at _____ on _____.

The Usufructary

Witnesses:

1. _____

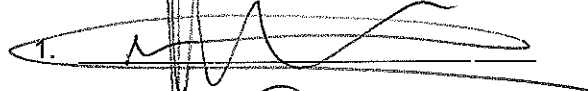
2. _____

Signed at Schoemansdal on 21/01/2020.



The Lessee

Witnesses:

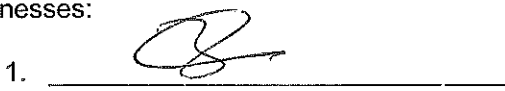
1. 

2. 

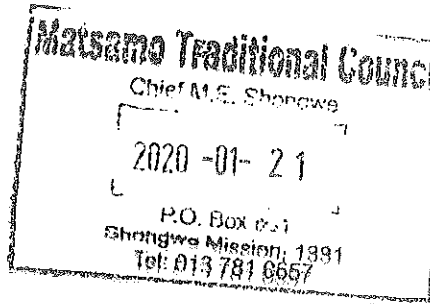
Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. 

2. _____







AREA: NKOMAZI	PROJECT NUMBER: MMB325153397
FEEDER: BUFFELSPRUIT /NDLELA 22KV	ITEM OF: 1 OF 1
SUPPLY TO: NKOMAZI LOCAL MUNICIPALITY	
ESKOM REPRESENTATIVE: PRAISE MABILA	TEL: +27 13 755 9211
*DISTRIBUTION/*TRANSMISSION	Email: Mabilap@eskom.co.za

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1.1.4 Owner means a company / close corporation / trust / partnership / natural person / Government department / tribal authority of herein represented by ID NUMBER:, who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.5 Property means: Schoemansdal 581 J4
..... held by virtue of Title Deed/s number/s..... extent

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Matsamo Traditional Council
Chief M.E. Shongwe
2020-01-21
P.O. Box 601
Shongwe Mission, 1331
Tel: 013 781 0657

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1.1.6 Usufructuary means ,
 a company / close corporation / trust / partnership / natural person /
 Government department / tribal authority of

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mj3

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ZM

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- 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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Signed at _____ on _____.

The Owner

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

ZM

Signed at _____ on _____


The Usufructary

Witnesses:

1. _____

2. _____

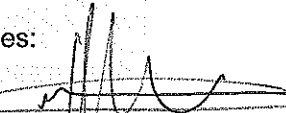
Signed at SCHOENBERG DAL on 21/01/2020



The Lessee



Witnesses:


1.  _____

2.  _____

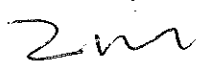
Signed at _____ on _____

Eskom Holdings SOC Limited

Witnesses:

1.  _____

2. _____



Annex B - Distribution Environmental Screening Document (DESD)
(Informative)

Reticulation Powerlines and Ancillary Services

Ratified and accepted by
Environmental Practitioner

S.G. Mongalo

Environmental Specialist
Head of Engineering Survey
(one signature please)

Mongalo 28/01/2020

Accepted by Land Owner/s/Users

Z.J. MALULEKA

I have seen the completed document and accept the
recommendations made

[Signature]

Assessor/s

Form completed by *Praise*

Signature

in consultation with: *Z.J. MALULEKA*

Signature

CAPACITY (e.g. land owner, specialist):

CHAIRPERSON

DATE COMPLETED:

21/01/2020

Instructions

1. Fill the report in as neatly and completely as possible.
2. Where the question / statement is not applicable mark N/A.
3. Indicate sensitive areas on a map and/or spanning plans.
4. When in doubt, consult the Environmental Practitioner in your region.

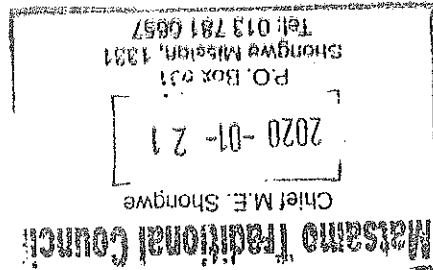
The purpose of this DESD is to:

- Determine whether or not the project should be subject to R543-7, published in terms of the National Environmental management Act 107 of 1998.
- Identify and mitigate the negative impact of Eskom's activities to a minimum in line with both Legislation and Eskom's Environmental Policies.
- This report is a guide to Route Selection, Construction and Field Services.

NOTE Complete the report before the survey!!!

This is not an office exercise.

Extra sheets of paper may be added and referenced if insufficient space has been provided.



S.G.M

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**ENVIRONMENTAL IMPACT ASSESSMENT FOR
DISTRIBUTION ACTIVITIES**

Unique Identifier: 240-72597722

Revision: 1

Page: 19 of 70

Annex B
(continued)

1 Project description

Project name/Survey
 Request NKOMAZI LOCAL MUNICIPALITY Area NKOMAZI
 Project number MMB325153397 File number
 Rural scheme/
 Feeder BUFFELSPRUIT /NDLELA 22KV Voltage 100KVA
 Supply from BND111
 (scheme name, pole numbers for tee-off)
 Supply to Singerton 200/4 J4
 (Farm name, etc.)

2 Properties traversed

Farm name Schoemansdal
 Registration number and Division 581 Sub-division J4
 Compilation number Line length (m)
 Farm name Singerton
 Registration number and Division 200/4 Sub-division J4
 Compilation number Line length/Site area (m²)

3 Brief description of the surrounding area

The proposed line to be constructed will take off from pole BND111 and will terminate at the proposed transformer point near the newly constructed reservoir water station. The line will traverse through a residential area.

Could the proposed project have an impact on or be constrained by any of the following environmental aspects?

Encircle the appropriate aspect, giving a description of the present state as well as an indication of the possible negative impact. **Note that mitigating measures for these impacts are to be included in the Environmental Management Programme.**

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Annex B

(continued)

4 Physical environment

4.1 Water: streams rivers dams wetlands springs floodplains OTHER Dry

Present condition: Area is dry

Potential impact (e.g. threat of pollution): No impact

4.2 Soil: sandy rocky clayey OTHER

Present condition: Sandy and clayey soil

Potential impact (e.g. of erosion)

4.3 Topography mountains ridges hills valleys ravines dongas OTHER N/A

Present condition: None

Potential impact (e.g. of erosion) None

Comments/mitigating measures:
None

Annex B

(continued)

5 Natural environment

5.1 Flora: indigenious protected exotic OTHER

Brief description and conservation status (e.g. rare, etc., mention trees/bush/grass) Maund
affected

Potential impact (e.g. permit applications) Tree permit may
be required.

5.2 Fauna: mammals birds OTHER Big/None

Brief description and conservation status:
(e.g. rare, protected, etc., mention giraffe, elephants, eagles, vultures, etc., mention migratory paths)
None

Potential impact (e.g. threat of electrocution, collision, etc.)
None

Comments/mitigating measures:
None

6 Social environment

6.1 Restricted areas: nature/game reserves hiking trails tourism routes parks recreational areas

Residential- areas green belts sacred/holy grounds OTHER

Brief description Residential

**ENVIRONMENTAL IMPACT ASSESSMENT FOR
DISTRIBUTION ACTIVITIES**

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Annex B

(continued)

Potential impact e.g. threat of encroachment, etc. None

6.2 Visual aesthetics: easily seen hidden partially

Brief description easily seen

Potential impact None

6.3 Natural heritage:	cultural significance	archaeological objects	monuments	palaeontological objects
	graves	meteorites	ruins	OTHER <u>N/A</u>

Note: Should any natural heritage resource as listed above, or as defined in the National Heritage Resource Act, No 25 of 1999 be identified, the requirements of Act 25 of 1999 shall be followed by notifying the SAHRA. **If line or access road length exceeds 300m SAHRA shall be notified.**

Potential impact N/A

Comments/mitigating/measures

None

7 Economic environment

7.1 Land use:	crops	orchards	grazing	crop spraying
	game farming	forestry areas	mining	OTHER <u>Water tanks</u>

Brief description Water tanks

Annex B

(continued)

Potential impact *No impact.*

7.1.1 Commercial: factories shops OTHER *N/A*

Brief description *None*
Potential impact *None*
.....
.....

7.1.2 Infrastructure: roads railways communications power lines air fields
pipelines sewage OTHER *None*

Brief description: *None*
.....
.....
Potential impact *None*
.....

Comments/mitigating measures:
..... *None*
.....
.....
.....

Annex B
(continued)

What impact will this project have on elements 4 to 7?

1. Physical

No impact (0)

Medium impact (2)

High impact (4)

2. Natural

No impact (0)

Medium impact (2)

High impact (4)

3. Social

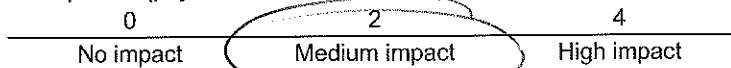
No impact (0)

Medium impact (2)

High impact (4)

Overall impact:

This section addresses the overall environmental impact of the project. The impacts as assessed in the above three spheres (physical, natural and social) need to be considered to determine the overall impact



If the overall impact is between 2 and 4, contact the Environmental Management Officer or the Environmental Senior Superintendent.

Alternatives

Have alternative routes been discussed with the relevant land owner/s or users?

Yes
No

Detailed study

Is an *environmental assessment* required in terms of Regulation R543?

Yes
No

Should a permit application be made to DWA?

Yes
No

Should the SAHRA be notified?

Yes
No

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