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| REPUBLIC OF SOUTH AFRICA HUMAN SETTLEMENTS, TRADITIONAL AFFAIRS & LOCAL GOVERNMENT SADI MAMPE NTWENG TRADITIONAL COUNCIL 01 OCT 2019 BOX 294 DRIEKOP 1129 SOUTHWEST DISTRICT SUPPORT CENTRE |
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| ZONE: <u>Erobiersdal</u> | PROJECT NUMBER: <u>MLB 275431241</u> |
| FEEDER: <u>Heggring 22KV</u> | ITEM OF: |
| SUPPLY TO: <u>112 KT</u> | |
| ESKOM REPRESENTATIVE: <u>M. Masetla</u> | TEL: <u>015 280 1700</u> |
| *DISTRIBUTION | E Mail: <u>masetla@eskom.co.za</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:

Name: Tshwarelo Thehepore

ID No: 8507240993085

a company / close corporation / trust / partnership / natural person / Government department / tribal authority [delete which is not applicable] of

Address: Po Box 30 Driekop 1129

Tel No: 0607177930

If not a Natural Person, herein represented by:

Name: _____

ID No: _____
who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means:

112 KT

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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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Owner: T S Molebese
 Witness: _____
 Witness: _____
 Date: 20/10/2019

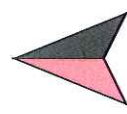
Eskom: _____
 Witness: _____
 Witness: _____
 Date: 20/10/2019

Wayleave Sketch
 MLB275431241 - SEKUKHUNE

The route depicted by:
 Eskom is not responsible for any errors in the information displayed on this map.



Scale: 1:10000



Author: Thatego Mafa
 Map Number: 2430AC
 Revision: _____
 Date: 2019-09-18

