



ZONE: <i>Malamulele</i>	PROJECT NUMBER: <i>Halahala Mapping</i>	
FEEDER:	ITEM <i>1</i> OF:	
SUPPLY TO: <i>Halahala Village</i>		
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:

Name: *National Government of SA*

ID No: \_\_\_\_\_  
a company / close corporation / trust / partnership / natural person / Government department / tribal authority [*delete which is not applicable*] of

Address: *Box 1458 Malamulele 0982.*

Tel No: *073 4115858.*

If not a Natural Person, herein represented by:

Name: *Hungwani Justice.*

ID No: *94 1023 5541 081*

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

J T.C J

## 1.1.4 Property means:

Property Description	Jorrison No. 224 - LT
Local Authority	Collins Chabane
Extent	1618,9340H
Title Deed	T44483/1989 PTA

## 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;

J T.C J

- 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.
- 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.

J T.C J

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.

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 [Signature] on 06/09/2021.

Hlungweni Justice  
The Owner

Witnesses:

1. Vutsini T.C

2. Hlungweni ST

DEPARTMENT OF CO-OPERATIVE GOVERNANCE  
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS  
MADONSI  
TRADITIONAL COUNCIL  
2021 -09- 07  
P.O. BOX 15 MALAMULELE,  
0982  
VHEMBE DISTRICT SUPPORT CENTRE

Hlungweni J J



**Pre-Wayleave Agreement  
Assistance Form**

240-98716986  
Rev 0

Project Number:  
*Halalahala  
Mapping*

Supply to: *Halalahala Village*  
Municipality: *Collins Chabane*

Proposed T-Off  
Point:

**Agreement in principal for a new Rural or Urban Power Line Extension**

To be completed by the new customer after consultation with the affected neighbours.

A Wayleave Agreement is needed for permission to construct a power line over all properties affected by the power line's building restriction of 9 meters from the centre line of the power line.

In order to complete the project to supply electricity as applied for; your assistance is required in obtaining agreement in principle from the owners of the affected properties, i.e. Private owner/Headman/Municipality or Communal Properties.

As much as possible contact detail is needed to enable Eskom to contact the affected property owners for the signing of the final documentation.

A separate similar form is required for each affected property owner. If any affected property owner does not agree with the suggested line route and the alternative route is longer, Eskom needs to prepare a new quotation. Please contact your Customer Service Advisor in this regard.

Please submit this completed form and then you will receive your quote from Eskom.

**Please Note that this is not an official Wayleave Agreement and does not replace the official Wayleave Agreement.**

Customer Advisor	Telephone	Cell phone	E Mail

Customer	Telephone	Cell phone	E Mail

Customer's property description \_\_\_\_\_

Customer Signature: \_\_\_\_\_

**Property 1**

Affected Property owner	Telephone	Cell phone	E Mail
<i>Hingwani Justice.</i>		<i>073 411 5858</i>	

Affected property description *Torrison No. 224 - LT*

Remarks: \_\_\_\_\_

Provisional permission granted: Signature *[Signature]* Date *07/09/2021*

New power line from pole number \_\_\_\_\_ Estimate line length over property (m) \_\_\_\_\_

## Deeds Office Property

JORRISON, 224, 0 (LIMPOPO)

**GENERAL INFORMATION**

Date Requested 2021/09/07 22:06  
 Deeds Office LIMPOPO  
 Information Source DEEDS OFFICE  
 Reference -



\*\* This result is enriched with information from the WinDeed Database.

**PROPERTY INFORMATION**

Property Type FARM  
 Farm Name JORRISON  
 Farm Number 224  
 Portion Number 0  
 Local Authority THOHOYANDOU-MALAMULELE LOCAL MUNICIPALITY  
 Registration Division LT  
 Province LIMPOPO  
 Diagram Deed DB414/28  
 Extent\*\* 1618.9340 H  
 Previous Description (GAZANKULU)  
 LPI Code TOLT00000000022400000

**OWNER INFORMATION****Owner 1 of 2**

Type\*\* -  
 Name NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
 ID / Reg. Number -  
 Title Deed T44483/1989PTA  
 Registration Date 1989/07/05  
 Purchase Price (R) SECT 28  
 Purchase Date -  
 Share -  
 Microfilm -  
 Multiple Properties\*\* -  
 Multiple Owners\*\* -

**Owner 2 of 2**

Type\*\* -  
 Name NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
 ID / Reg. Number -  
 Title Deed -  
 Registration Date -  
 Purchase Price (R) -  
 Purchase Date -  
 Share -  
 Microfilm -  
 Multiple Properties\*\* -  
 Multiple Owners\*\* -

**ENDORSEMENTS (3)**

#	Document	Institution	Amount (R)	Microfilm
1	CONVERTED FROM PTA	-	-	-
2	GAZANKULU	-	-	-
3	LT,224	-	-	-

**HISTORIC DOCUMENTS (2)**

#	Document	Owner	Amount (R)	Microfilm
1	T44483/1989PTA	REPUBLIEK VAN SUID-AFRIKA CRT	CRT	-
2	T44483/1989PTA	GOVERNMENT OF GAZANKULU	-	-

\*\* This result is enriched with information from the WinDeed Database.

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