



ZONE: GROBLERSDAL	PROJECT NUMBER: KWA-PHUDULWANE ELECTRIFICATION	
FEEDER: SELONSRIVIER 22kV	ITEM: 01 OF: 01	
SUPPLY TO: KWA-PHUDULWANE		
ESKOM REPRESENTATIVE: K.A MATLALA	TEL: 079 897 1544	
DISTRIBUTION	E Mail: matlalak@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 Owner means:  
Name: Kwa-Huba Communal Property Association  
ID/Reg No: 8711031049 083

Herein represented by:

Mhlanhla Mhlamunye Mabeng

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

1.1.4 Property means:  
Description: Portion 2 of Grootkop 185 JS  
Title Deed: T113194/2007PTA  
Extent:  
Local Authority:

M.N.M KA

## 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 ABCD on the attached sketch plan, comprising an area Nine (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; **limited to agreed Wayleave Sketch;**
  - 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 **after an appointment** 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.

M.H.M K.A

- 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 **Nine (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.

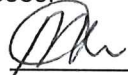
M.n.M KA


- 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 Kwa-Pundulwane 20/01/2023

  
\_\_\_\_\_  
The Owner

Witnesses:

1.   
\_\_\_\_\_

2.   
\_\_\_\_\_

\_\_\_\_\_  
Eskom Holdings SOC Limited

Witnesses:

1. \_\_\_\_\_

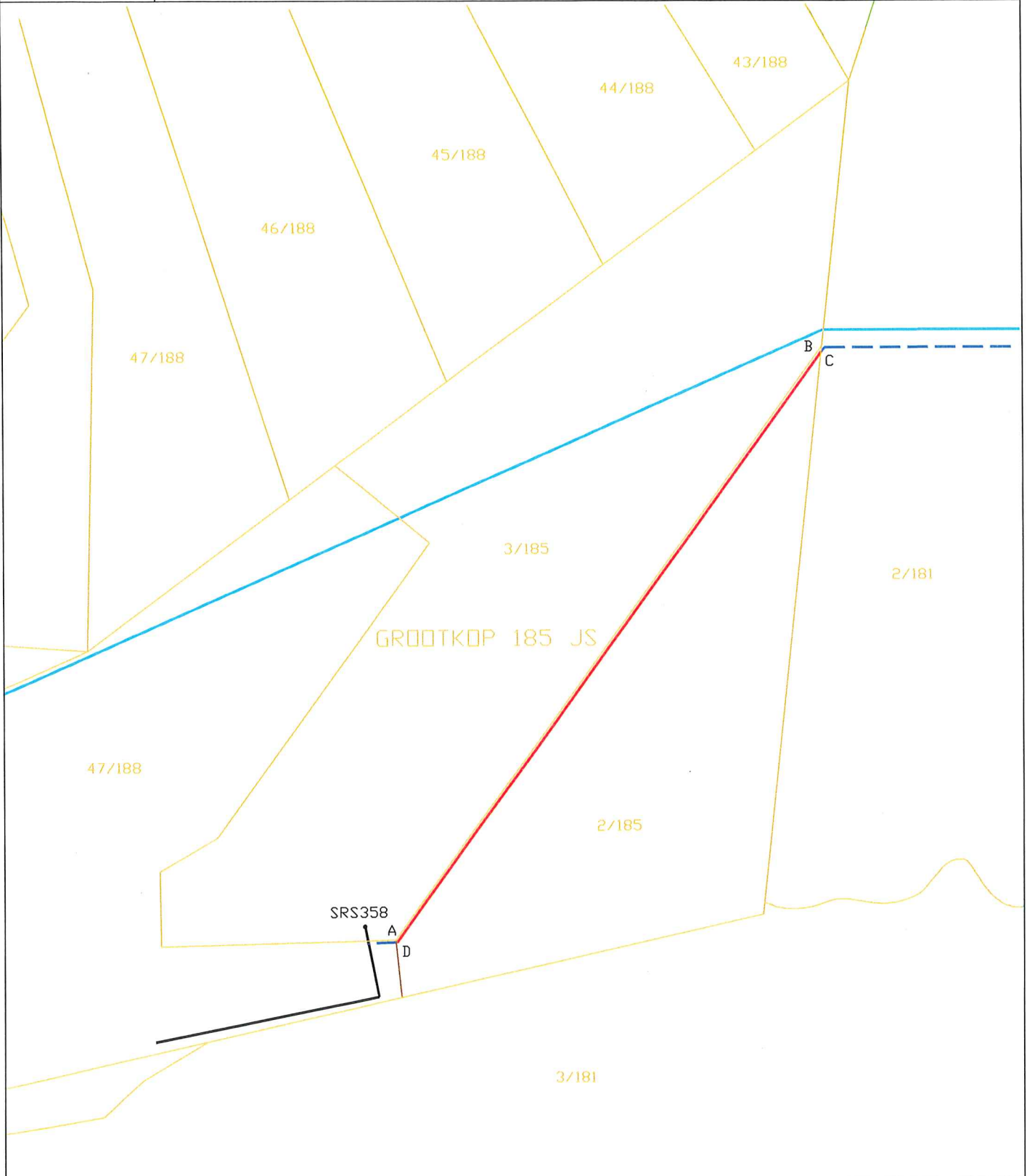
2. \_\_\_\_\_





# WAYLEAVE AGREEMENT SKETCH

Reference	CAD-Wayleave-LOU
Effective Date	15/10/2015
Revision	01



 REGISTERED OWNER  WITNESS 1. 2.	SUPPLY TO: Kwa-Phudulwane		 N  THIS DRAWING IS THE PROPERTY OF Eskom
	PROJECT No. Kwa-Phudulwane Electrification		
	PROPERTY: Portion 2 of Grootkop 185 JS		
	DATE <u>20/01/2023</u>	REV:	





Any personal information obtained from this search will only be used as per the Terms and Conditions agreed to and in accordance with applicable data protection laws including the Protection of Personal Information Act, 2013 (POPI), and shall not be used for marketing purposes.

## SEARCH CRITERIA

Search Date	2023/01/13 12:14	Farm Number	185
Reference	Kwa-Phudulwane	Registration Division	JS
Report Print Date	2023/01/13 12:14	Portion Number	2
Farm Name	-	Remaining Extent	NO
Deeds Office	Limpopo	Search Source	WinDeed Database

## PROPERTY INFORMATION

Property Type	FARM	Diagram Deed Number	-
Farm Name	GROOTKOP	Local Authority	-
Farm Number	185	Province	LIMPOPO
Registration Division	JS	Remaining Extent	NO
Portion Number	2	Extent	-
Previous Description	-	LPI Code	T0JS00000000018500002

## OWNER INFORMATION (1)

KWA-HUBA COMMUNAL PROP ASSOC			Owner 1 of 1
Company Type	ASSOCIATION	Document	T113194/2007PTA
Registration Number	-	Microfilm / Scanned Date	-
Name	KWA-HUBA COMMUNAL PROP ASSOC	Purchase Price (R)	1 855 000
Multiple Owners	NO	Purchase Date	2007/03/13
Multiple Properties	NO	Registration Date	2007/08/22
Share (%)	-		

## ENDORSEMENTS

No endorsements to display

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## HISTORIC DOCUMENTS

No historic documents to display

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# Wayleave Agreement Checklist

2017 Rev 01

Consultant \_\_\_\_\_  
Eskom K.A Matala

Date : \_\_\_\_\_  
Date : 2023/01/23

PROJECT No. : Kwa-Phudulwane Item 1 of 1

		Reference	Consultant	Eskom
1	Item no	General		
2	Eskom representative, the person presenting the wayleave	General		X
3	Owners name, address, id number and contact details	1,13		X
4	Property Details	1,14		X
5	Letters indicating route at	2,1		X
6	Building restriction	2,1		X
7	Date signed	General		X
8	Signature of property owner	General		X
9	Signature of witnesses	General		X
10	Signature on sketch	Sketch		X
11	Witnesses on sketch	Sketch		X
12	North sign	Sketch		X
13	Scale	Sketch		X
14	Proposed Route	Sketch		X
15	Route marked by letters (a, b, c...) on sketch	Sketch		X
16	Parallel distance from border or other powerlines	Sketch		
17	Property Details on sketch	Sketch		X
18	Deeds report attached	General		X
19	Property Schedule Attached	General		X

Signed by Consultant \_\_\_\_\_

Signed by Eskom  \_\_\_\_\_

### NOTES

1,1	If the owner is the registered owner of an Institution, a Government Department, or a Company etc, the full names and capacity of the undersigned must also completed. The full names and capacity also applies for a Lessee, Buyer, User, Heir, Occupant, Guardian etc.
1,2	In the event of Closed Corporation, the member signing for the CC, must have power of attorney for all members.
1,3	Please "Highlight" the portion number, border and farm name on the plan.
1,4	All alterations made on the Wayleave form must be initialled.



Eskom		SCHEDULE OF PROPERTY OWNERS						Project No	Kwa-Phudulwane_Mapping
Item	Farm	No	Reg	PT	Owner	Contact Person	Contact	Supply To:	Kwa-Phudulwane Village
Remarks / Conditions									
1	Kafferskraal	181	JS	1	National Government of The Republic of South Africa	Mr Mampuru	071 289 9262	Give notice before construction commence	
2	Kafferskraal	181	JS	2	National Government of The Republic of South Africa	Mr Mampuru	071 289 9262	Give notice before construction commence	
3	Kafferskraal	181	JS	3	National Government of The Republic of South Africa	Mr Mampuru	071 289 9262	Give notice before construction commence	
4	Rhenosterhoek	180			Kwanare Trading ( PTY ) LTD	Mr Mampuru	071 289 9262	Give notice before construction commence	
5	Grootkop	185	JS	2	Kwa-Huba Communal Property Association	Ms Nhlanhla Mabena	064 708 2276/ 079 124 5780/ 071 280 9137	Give notice before construction commence	

Surveyor / Negotiator	M J Ramoadi	K.A Matlala
Contact	081 551 9682	0798971544

