



AREA: LMOU	PROJECT NUMBER: MBB475395047
FEEDER: CUNNINGMORE	ITEM OF: 1 OF 1
SUPPLY TO: BUSHBUCKRIDGE MUNICIPALITY LONDON B	
ESKOM REPRESENTATIVE: JANRO	TEL: 013 755 2965
*DISTRIBUTION/*T [REDACTED]	EMAIL: dLangeJF@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 Thabakgolo TIC, a company / close corporation / trust / partnership / natural person / Government department / tribal authority of MASHAYO LIE, herein represented by 300424 5437086, 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 _____, who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.5 Property means: LONDON No. 249-KU



Certified a true copy of the original document. There are no indications that the original document has been altered by an unauthorised persons.

Designation (.....) M.M. Mogore (Officio)

Date:

Place.....

Signature Full Name
Commissioner of Oaths
Republic of South Africa

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

1 1 7 Servitude holder means the holder of a servitude [insert servitude deed number and diagram number if diagram available] registered against the property held by _____ [insert the name and identification number], a company / close corporation / trust / partnership / natural person / Government department / tribal authority of _____ [insert the address] , herein represented by _____ [insert the name], who through signature here below, warrants his or her authority to sign on behalf of the servitude holder

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 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, Usufructuary and/or Servitude holder agrees to the granting of the Rights by signing below, and also to adhering to the Obligations under 3 2 to 3 5, 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
- 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

L. E

- 3.2 The Owner, or anyone with rights on the property, 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 _____ 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, or anyone with rights on the property, 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, or anyone with rights on the property, 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 Thabakgolo TRC on 02nd December 2021

MA SHEGO L.E
The Owner

Witnesses:

- 1. M. M. Mogane
- 2. [Signature]



Signed at _____ on _____

Spouse of the Owner if married in community of property

Witnesses

1 _____

2. _____

Signed at _____ on _____.

The Usufructary

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Lessee

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Servitude Holder

Witnesses:

1 _____

2 _____

Signed at _____ on _____

Eskom Holdings SOC Limited

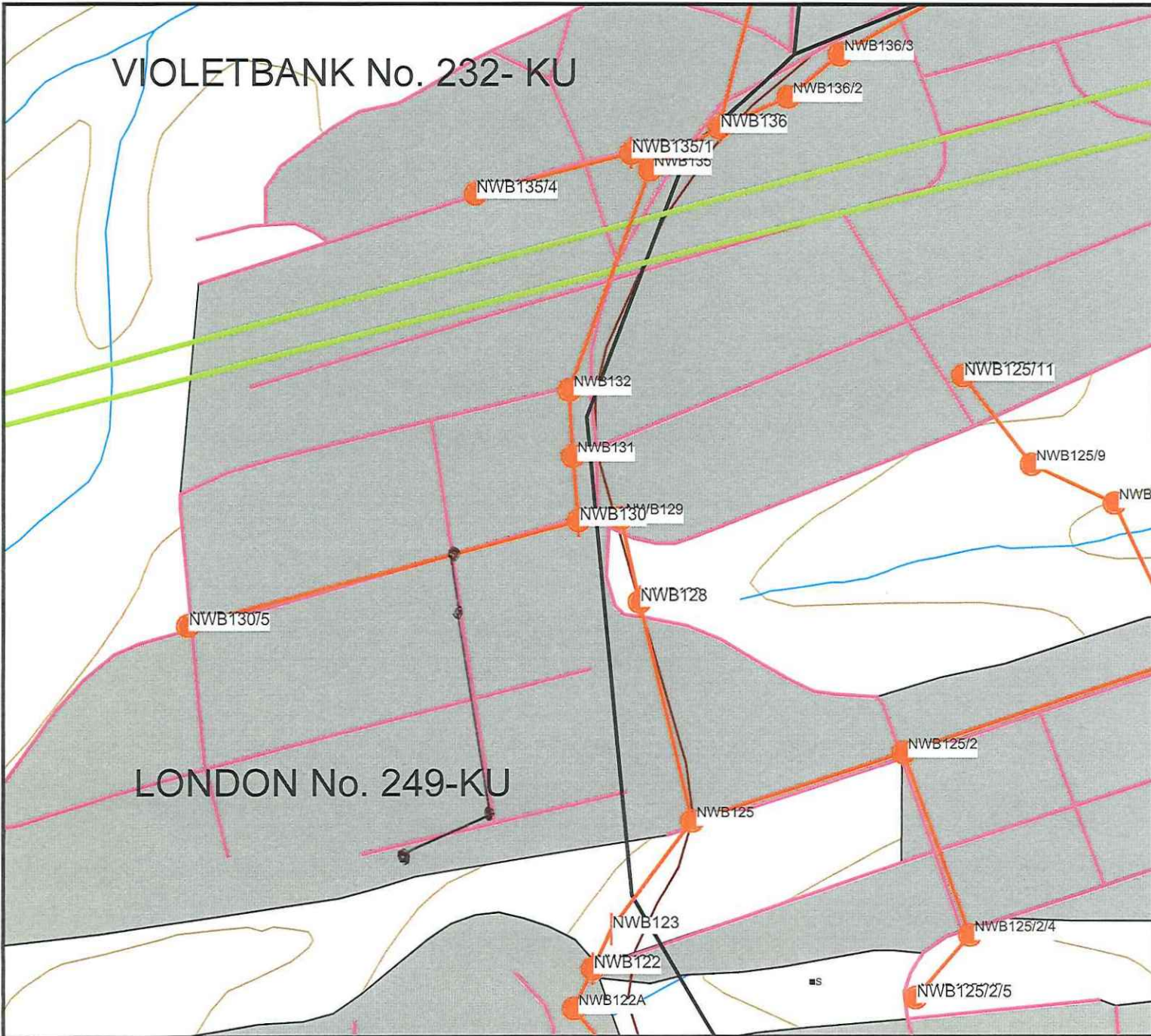
Witnesses

1 _____

2 _____

VIOLETBANK No. 232- KU

LONDON No. 249-KU



Owner: MASHEHO L.E

Witness: M.M. Magoane

Witness: [Signature]

Date: 2021/12/02

Eskom: _____

Witness: _____

Witness: _____

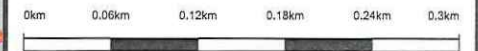
Date: 20 / /

Wayleave Sketch

MBB475395047

The route depicted by: ESKOM

Eskom is not responsible for any errors in the information displayed on this map.



Scale: 1:5000



Author: ESKOM

Map Number: 1

Revision: 0

Date: 2021-11-30



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

Reticulation Powerlines and Ancillary Services

Ratified and accepted by
Environmental Practitioner
Environmental Specialist
Head of Engineering Survey

(one signature please)

Accepted by Land Owner/s/Users

I have seen the completed document and accept the
recommendations made

MASHCO LIE
MASHCO LIE

Assessor/s

Form completed by

JANZO

Signature:

JANZO

in consultation with :

Signature:

MASHCO LIE

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

CHIEP

DATE COMPLETED:

02 December 202

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.



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ENVIRONMENTAL IMPACT ASSESSMENT FOR DISTRIBUTION ACTIVITIES

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Annex B
(continued)

1 Project description

Project name/Survey
Request
Project number MSB 475.395047
Rural scheme/
Feeder NWAREK - BLARETTA
Supply from NWS.130/2
(scheme name, pole numbers for tee-off)
Supply to BRIL. MUNDU
(Farm name, etc)

Area Mol
File number ..
Voltage ..

2 Properties traversed

Farm name ... LONDON 249 - 140 ...
Registration number and Division .. Sub-division
Compilation number .. Line length (m) 308m
Farm name ..
Registration number and Division .. Sub-division
Compilation number .. Line length/Site area (m²) ..

3 Brief description of the surrounding area

LINE SUPPLIES NEW HIGHWAYS CLOSE TO TABAKOLO
TRIBAL COUNCIL OFFICE

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

Present condition

Potential impact (e.g. threat of pollution)

4.2 Soil: sandy rocky clayey OTHER

Present condition Good soil coverage with broken ground

Potential impact (e.g. of erosion)

4.3 Topography mountains ridges hills valleys ravines dongas OTHER

Present condition

Potential impact (e.g. of erosion)

Comments/mitigating measures

None.

Annex B
(continued)

5 Natural environment

5.1 Flora: indigenous protected exotic OTHER

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

JACARANDA TREE TO BE CUT

Potential impact (e.g. permit applications) NO APPLICATIONS NEEDED, PROTECTED TREES AVOIDED.

5.2 Fauna: mammals birds OTHER

Brief description and conservation status

(e.g. rare, protected, etc., mention giraffe, elephants, eagles, vultures, etc., mention migratory paths)

NO ANIMALS SEEN ON SITE VISIT.

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

Comments/mitigating none measures

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 LINE WILL TRAVEL THROUGH COMMUNITY

Annex B

(continued)

Potential impact e.g. threat of encroachment, etc .. *newly* ..

6.2 Visual aesthetics: *easily seen* hidden partially

Brief description .. *RUNNING NEXT TO ROAD* ..

Potential impact *None* ..

6.3 Natural heritage: cultural significance archaeological objects monuments palaeontological objects graves meteorites ruins OTHER

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 *300m* ..

Comments/mitigating measures *SAHRA TO BE NOTIFIED* ..

7 Economic environment

7.1 Land use crops orchards grazing crop spraying game farming forestry areas mining OTHER

Brief description *NO ECONOMIC USE IN THIS PROPERTY* ..

Annex B
(continued)

Potential impact .. *None*

7.1.1 Commercial: factories shops OTHER

Brief description *NO COMMERCIAL USE ON PROPERTY*
Potential impact .. *None*

7.1.2 Infrastructure: roads railways communications power lines air fields
pipelines sewage OTHER

Brief description *EXISTING LN LINES TO BE RE-ATTACHED
TO MAIN STRUCTURES*
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

0	2	4
No impact	Medium impact	High 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 J

Detailed study

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

Yes _____
No Y

Should a permit application be made to DWA?

Yes _____
No Y

Should the SAHRA be notified?

Yes ✓
No _____

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Annex C
(continued)

Contamination by petrochemicals	<ul style="list-style-type: none"> - spill control material and procedures made readily available - restoration methods investigated
FAUNA & FLORA	
Loss of habitat, breeding and/or food source for terrestrial wildlife	<ul style="list-style-type: none"> - environmental mapping to identify sensitive areas - avoidance of areas containing rare/endangered species - construction and maintenance activities to be timed where possible to avoid peak breeding periods. - the creation of "edge" (may be considered a positive impact) - promotion of wildlife habitat through vegetation control - avoid the filling of small wetlands. - use design with low risk to wildlife electrocution or collision - fit bird flight divertors to powerlines in bird migration areas.
Changes in composition of vegetation as a result of disturbance.	<ul style="list-style-type: none"> - construction timing to minimise soil disturbance - restoration of soils to a stable condition.
Removal or burial of stream bottom habitat and increased turbidity due to sedimentation	<ul style="list-style-type: none"> - minimise erosion from the right-of-way by maintaining a cover crop - mechanical erosion control - minimise stream bank erosion by retaining shrubby bank vegetation and selective cutting, pruning of trees near watercourses - installation of sediment traps when necessary.
Possible loss of wildlife/fish migration/travel routes.	<ul style="list-style-type: none"> - avoid filling small wetlands servings as staging areas for waterfowl migration - Installation and maintenance of a proper stream crossing device - time construction activities to avoid disturbance to migrating fish and wildlife or during breeding - Follow Eskom standards for the application of herbicides near watercourses. - Preserve and/or augment existing natural corridor crossings, investigate tower placement to optimise clearances to preserve existing vegetation
IntEduction of exotic plant species resulting from vegetative erosion control	<ul style="list-style-type: none"> - use of native species for erosion control
Vegetation stress due to nutrient loss as a result of soil deterioration	<ul style="list-style-type: none"> - erosion control measures
Changes in vegetation due to soil disturbance (topsoil-subsoil mixing)	<ul style="list-style-type: none"> - time construction/clearing to take advantage of stable soil conditions

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