



ZONE: <u>HELEN FRANZ 22KV</u>	PROJECT NUMBER: <u>MDD261491100</u>
FEEDER: <u>MONKENY VILLAGE</u>	ITEM OF:
SUPPLY TO: <u>CAPRICORN MUNICIPALITY</u>	
ESKOM REPRESENTATIVE: <u>Percy Mulandzi</u>	TEL: <u>083246 1464</u>
DISTRIBUTION	E Mail:

**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:

X Name: NARE Albert MAFIFI

✓ ID No: 62-06255823807
a company / close corporation / trust / partnership / natural person / Government department / tribal authority [delete which is not applicable] of

✓ Address: Borkum 450

X Tel No: 0833616225
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.

N.A



- 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.
- 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 _____ 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.

Signed at MAFIFI on 28-03-2019. 

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____