



AREA: LMOU	PROJECT NUMBER: MHM436123486
FEEDER: MKUTHLU ALEXANDRIA	ITEM OF: 1 OF 2
SUPPLY TO: SAMUAL MAKUBELA	
ESKOM REPRESENTATIVE: J DE LANGE	TEL: 013 755 9000
*DISTRIBUTION/*T [REDACTED]	FAX: 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 MATHIBELA T/A, a company / close corporation / trust / partnership / natural person / Government department / tribal authority of MOKOTENG ML, herein represented by 5703235452087, 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: OAKLEY 285-KU



Lm

- 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 A-E on the attached sketch plan, comprising an area 1 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,

L. M

- 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

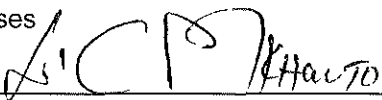
L.M

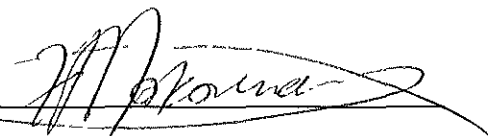
- 3.2 The Owner, or anyone with rights on the property, must ensure that no
- 3.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within 1 metres from any structure-supporting 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 Darby on 20th/07/2021


The Owner

Witnesses

1 

2 

Signed at _____ on _____

Spouse of the Owner if married in community of property

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Usufructuary

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 _____ ; _____

MPUMALANGA PROVINCE
MATHIBELA TRADITIONAL AUTHORITY
P.O. BOX 64
20 JUL 2021
LEGOGWE 1222
OAKLEY TRUST
BUSHBUCKRIDGE

OAKLEY No. 285- KU

CALCUTTA No. 294- KU

Owner: P.P. [Signature]
Witness: L.C. [Signature]
Witness: Mokona
Date: 20 21 / 07 / 20

Eskom: _____
Witness: _____
Witness: _____
Date: 20 / /

Wayleave Sketch

MHM436123486

The route depicted by: ESKOM

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

0km 0.06km 0.12km 0.18km 0.24km 0.3km

Scale: 1:5000

Projection: Lo84/31 (cm)



Author: ESKOM

Map Number: 0

Revision: 0 Date: 2021-07-15





AREA: LMOU	PROJECT NUMBER: MHM436123486
FEEDER: MKUTHLU ALEXANDRIA	ITEM OF: 2 OF 2
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ESKOM REPRESENTATIVE: J DE LANGE	TEL: 013 755 9000
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- 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: CALCUTTA 294-KU



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 - 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, 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 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, 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 Hoxani TLC on 27-07-2021.


The Owner

Witnesses:

1. _____

2. _____



Signed at _____ on _____

Spouse of the Owner if married in community of property

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Usufructuary

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Lessee

Witnesses

1 _____

2 _____

Signed at _____ on _____

The Servitude Holder

Witnesses

1 _____

2 _____

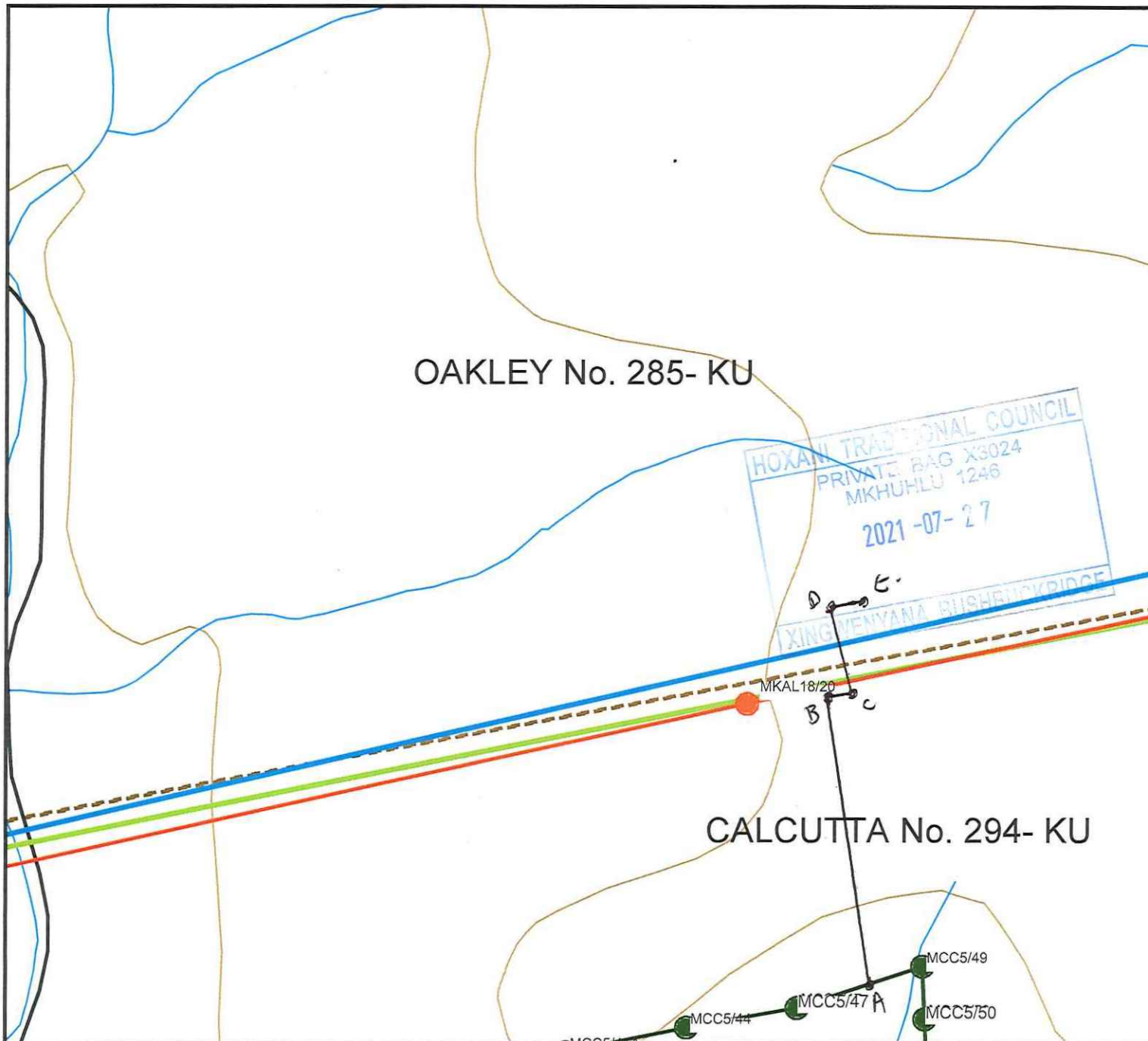
Signed at _____ on _____

Eskom Holdings SOC Limited

Witnesses

1 _____

2 _____



Owner: Deuna M-L

Witness: Moule L.L

Witness: _____
Date: 2021/07/27

Eskom: _____

Witness: _____

Witness: _____
Date: 20 / /

Wayleave Sketch

MHM436123486

The route depicted by: ESKOM

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

0km 0.06km 0.12km 0.18km 0.24km 0.3km



Scale: 1:5000

Projection: Lo84/31 (cm)



Author: ESKOM

Map Number: 0

Revision: 0 Date: 2021-07-15



**ENVIRONMENTAL IMPACT ASSESSMENT FOR
DISTRIBUTION ACTIVITIES**

Unique Identifier: 240-72597722

Revision: 1

Page: 18 of 70

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

Assessor/s

Form completed by

Signature:

in consultation with:

Signature:

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

DATE COMPLETED: 20-07-2021

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
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Unique Identifier 240-72597722

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Annex B

(continued)

1 Project description

Project name/Survey

Request

Area LMU.

Project number .. MHM436123486

File number ..

Rural scheme/

Feeder CULCUTTA.

Voltage

Supply from MCL 5/48

(scheme name, pole numbers for tee-off)

Supply to SAMVAL MAHOBELA

(Farm name, etc)

2 Properties traversed

Farm name

OAKLEY

Registration number and Division

285 - KU

Sub-division

0

Compilation number

Line length (m)

483m

Farm name

CULCUTTA

Registration number and Division

294 - KU

Sub-division .. 0

Compilation number

Line length/Site area (m²)**3 Brief description of the surrounding area**

CLOSE TO MAHOBELA SUB ON AGINCOURT/CUNNINGHAM ROAD

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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(Informative)

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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

M.L. Nkomo

M.L. Nkomo

Assessor/s

Form completed by

Sawzo

Signature:

[Signature]

in consultation with:

M.L. Nkomo

Signature:

[Signature]

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

Chief

DATE COMPLETED:

27-07-2021

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.
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Annex B

(continued)

4 Physical environment4.1 Water: streams rivers dams wetlands springs floodplains OTHER *N/A*

Present condition ..

Potential impact (e.g. threat of pollution)

4.2 Soil: sandy rocky clayey OTHERPresent condition *NO SOIL COVERAGE, VERY DRY.*Potential impact (e.g. of erosion) *EROSION PLAINABLE.*4.3 Topography mountains ridges hills valleys ravines dongas OTHERPresent condition *SMALL HILL*Potential impact (e.g. of erosion) *EROSION PLAINABLE.*Comments/mitigating measures
*NONE NEEDED FOR PHYSICAL ENVIRONMENT***ESKOM COPYRIGHT PROTECTED**When downloaded from the WFB, this document is uncontrolled and the responsibility rests with the user
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**ENVIRONMENTAL IMPACT ASSESSMENT FOR
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Annex B

(continued)

5 Natural environment5.1 Flora. indigenous protected exotic OTHER

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

MARULA TREES, FRUIT TREES TO BE CUT.

Potential impact (e.g. permit applications) TREE PERMITS TO BE OBTAINED
TO EXECUTE THE PROJECT.

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) NO IMPACT TO ANIMALS.

Comments/mitigating

TREE PERMITS REQUIRED.

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

TOWNSHIP.

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Page

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Annex B

(continued)

Potential impact e.g. threat of encroachment, etc. *None.*6.2 Visual aesthetics: *easily seen* hidden partiallyBrief description *TRAVELLING ON STREET VIEW*

Potential impact

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 *SAHRA TO BE NOTIFIED. 483m.*

Comments/mitigating measures

7 Economic environment

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

Brief description *NO ECONOMIC LAND USE.*

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Annex B
(continued)

Potential impact

7.1.1 Commercial: factories shops OTHERBrief description .. NO COMMERCIAL LAND USE.
Potential impact ~ IMPACT, ..**7.1.2 Infrastructure:** roads railways communications power lines air fields
pipelines sewage OTHERBrief description THE NEW LINE WILL TRAVERSE OVER
OWN 132 kV

Potential impact CLEARANCE ISSUES

Comments/mitigating measures: PROFILING AND TEMPORARY TO 132
DONG.

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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 ☐**Detailed study**Is an *environmental assessment* required in terms of Regulation R543?Yes ☐No ☒

Should a permit application be made to DWA?

Yes ☐No ☒

Should the SAHRA be notified?

Yes ☒No ☐**ESKOM COPYRIGHT PROTECTED**

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