

Annex A
(informative)

Distribution environmental screening document (DESD)
Reticulation Powerlines and Ancillary Services

Ratified and accepted by
Environmental Practitioner
Environmental Specialist
Head of Engineering Survey
(one signature please)

ABong

Accepted by Land Owner/s/Users
I have seen the completed document and accept the
recommendations made

Assessor/s

Form completed by *Z. DILAMINI* Signature *[Signature]*
in consultation with *K. P. S. T. M. A.* Signature *[Signature]*
CAPACITY (e.g. land owner, specialist) *CHIEF*

Instructions

- 1 Fill the report in as neatly and completely as possible
- 2 Where the question / statement is not applicable mark N/A
- 3 The form must be completed in consultation with someone who knows the area well and who can also predict if any future development is envisaged (e.g. a land owner, land user, specialist, etc.)
- 4 Indicate sensitive areas on a map and/or spanning plans
- 5 When in doubt, consult the Environmental Practitioner in your region

The purpose of this *DESD* is to

- 1 Determine whether or not the project should be subject to R1183, published in terms of the Environment Conservation Act No. 73 of 1989
- 2 Identify and mitigate the negative impact of Eskom's activities to a minimum in line with both Legislation and Eskom's Environmental Policies
- 3 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

**PROCEDURE FOR
ENVIRONMENTAL
ASSESSMENT OF RETICULATION AND SUB-
TRANSMISSION PROJECTS:
ANNEX Q OF CAPITAL INVESTMENT IN THE
DISTRIBUTION BUSINESS**

REFERENCE
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Annex A
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1 Project description

Project name/Survey **MADOTENY**
Request **ELECTRIFICATION** Area **KURUMAN**
Project number **DIAMOND VIEW** File number
Rural scheme/
Feeder **ELECTRIFICATION** Voltage
Supply from
(scheme name, pole numbers for tee-off)
Supply to
(Farm name, etc)

2 Properties traversed

Farm name **MADOTENY VILLAGE**
Registration number and Division Sub-division
Compilation number Line length/Site area (m²)

Farm name
Registration number and Division Sub-division
Compilation number Line length/Site area (m²)

3 Brief description of the surrounding area

**VILLAGE WITH SCATTERED TREES AND GRASS.
MUNICIPALITY WATER PIPES IN THE
AREA**

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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4 Physical environment

4.1 Water: streams rivers dams wetlands springs floodplains OTHER

Present condition

NONE

Potential impact (e.g. threat of pollution)

4.2 Soil:

sandy

rocky

clayey

OTHER

Present condition

Potential impact (e.g. of erosion)

4.3 Topography: mountains ridges hills valleys ravines dongas OTHER

Present condition

GENTLE SLOPE

Potential impact (e.g. of erosion)

Comments/mitigating measures

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5 Natural environment

5.1 Flora: indigenous protected exotic OTHER

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

GRASS AND SCATTERED TREES

Potential impact (e.g. permit applications)

5.2 Fauna: mammals birds OTHER

Brief description and conservation status

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

NONE

Potential impact (e.g. threat of electrocution, collision, etc)

Comments/mitigating measures

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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	RESIDENTIAL AREA				

Potential impact e.g. threat of encroachment, etc

6.2 Visual aesthetics:	easily seen	hidden	partially
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Brief description EASILY SEEN

Potential impact

6.3 Sensitive areas:	historical sites	archaeological	monuments	natural heritage sites
	graves	landmarks	ruins	OTHER
Present condition	GRAVES	BUT	NOT	AFFECTED
LINE	RUINS	FAR	FROM	GRAVES

Potential impact

Comments/mitigating measures

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7 Economic environment

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

Brief description VILLAGE AREA WITH GRASSY
AREA

Potential impact

7.1.1 Commercial: factories shops OTHER

Brief description SHOP INSIDE THE TOWNSHIP

Potential impact

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

Brief description ACCESS TO SITE

Potential impact

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Comments/mitigating measures:

7.1.3 Impact

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 Practitioner or specialist

Alternatives

Have alternative routes been discussed with the relevant land owner/s or users?

Yes _____
No _____

Detailed study

Is an *environmental scoping* required in terms of regulation 1183?

Yes _____
No _____

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Environmental Management Plan

1 General conditions

- 1.1 The Eskom project manager or co-ordinator shall be responsible for ensuring that the land owners have been informed before any work is carried out on site. Contractors shall find out if the land owners have been informed before moving onto site.
- 1.2 No fences, gates or locks shall be damaged to obtain access onto a line route. Arrangements shall be made in advance to obtain permission for access.
- 1.3 Use of private roads shall be arranged in advance. Any damage to private roads shall be repaired at the contractor's expense and to the satisfaction of the land owner. This shall be the responsibility of the project manager or co-ordinator.
- 1.4 Gates shall be left as they are found, i.e. closed gates shall be kept closed and open gates shall be left open. Gates to adjacent properties or onto public roads shall be closed at all times. Any Eskom gates installed on the line route shall be kept closed and locked except while stringing is taking place. Open gates shall be guarded to prevent animals straying and unauthorized persons and vehicles entering into adjacent camps or properties.
- 1.5 Permission shall be obtained from land owners before any water is used.
- 1.6 No fires shall be lit on private property. If fires are lit on Eskom's property or in the construction camp, provision shall be made that no accidental fires are started. No fire wood shall be collected in the veld.
- 1.7 If activities that can cause a fire are carried out, fire extinguishers shall be available on site and in the construction camp.
- 1.8 No property may be accessed after normal working hours except with the permission of the land owner. Privacy shall be respected at all times.
- 1.9 Eskom, Eskom's contractors and their employees shall at all times be courteous towards land owners, tenants and the local community.
- 1.10 Eskom, Eskom's contractors and their employees shall not cause damage to property, crops or animals. Activities that may cause conflict with land owners, tenants, the local work force or the local community shall be avoided. Should conflict arise it shall be immediately reported to the Eskom project manager or co-ordinator.
- 1.11 Vehicles shall be driven at a moderate speed on private roads and stay within the statutory speed limit on public roads.
- 1.12 All movement of vehicles shall take place on the established Eskom servitude road or on private roads as agreed in advance. Keep to existing tracks. No movement shall take place through the veld. Special care shall be taken to prevent excess damage during wet weather.

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- 1.13 If any vehicle should get stuck, the damage shall be repaired immediately so that no deep ruts remain
- 1.14 Any damage to private property shall immediately be reported to Eskom and the owner. The damage shall be rectified immediately if possible and/or appropriate compensation shall be paid to the owner at the discretion of the project manager/co-ordinator in consultation with the property owner. A record of damages and rectifying action shall be kept. The land owner's satisfaction with the outcome of rectifying action shall be obtained in writing.
- 1.15 A proper system of waste management shall be instituted in the construction camp. This entails that sufficient waste bins are available on site and in the construction camp. The waste shall be dumped at an approved waste disposal site. No containers, scrap metal, conductor etc. shall be left on site.
- All scrap shall be removed and taken to an appropriate disposal site. No oil, diesel or other chemicals shall be spilled or discarded anywhere. If an accidental spill occurs, it shall be reported immediately and cleaned to the satisfaction of Eskom and the land owner. No waste shall be left in the veld or on the line route.
- 1.16 Washing and toilet facilities shall be provided on site and in the construction camp. The facilities shall comply with Eskom standards and shall have the approval of the land owner.
- 1.17 No human excrement shall be left in the veld. If no toilet facilities are available such waste shall be buried *immediately*.
- 1.18 Herbicides shall only be applied with Eskom's permission and in accordance with the Eskom Policy on Herbicides ESKPBAAD4.
- 1.19 Camp and office sites shall be dismantled and removed after completion of the construction phase of the project. The site shall be rehabilitated to as close as possible to its original condition to the satisfaction of the land owner which shall be in writing.
- 1.20 All excavations shall be enclosed to prevent animals or people from accidentally falling into excavations.
- 1.21 No trees shall be cut or removed without prior permission from the landowner. Permits shall be obtained for the cutting and removal protected trees (protected trees shall be dealt with in 2, **Special conditions**).

2 Special conditions

(Specific issues identified during the scoping as needing attention i.e. erosion berms, bird flappers, protected trees etc.)



AREA Hotazel	PROJECT NUMBER CKA05-2020
FEEDER Klipkop Wessels	ITEM OF
SUPPLY TO Move Line	
ESKOM REPRESENTATIVE M N Maupa	TEL 0814456105
*DISTRIBUTION/*TRANSMISSION	FAX

**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 _____ [insert the name and identification number], a company / close corporation / trust / partnership / natural person / Government department / tribal authority [delete which is not applicable] 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 Lessee

1.1.4 Owner means TWALLU KALAHARI RESERVE PTY LTD, REG NO 1968/001382/0 [insert the name and identification number], a company / ~~close corporation / trust / partnership / natural person / Government department / tribal authority~~ [delete which is not applicable] of TWALLU KALAHARI RESERVE VAN ZYLBERG [insert the address], herein represented by GUS ARNOLD VAN DYK [insert the name], who through signature here below, warrants his or her authority to sign on behalf of the Owner

1.1.5 Property means FARM KOCKENABERG 296, VAN ZYLBERG, 8467 [Insert the full description of the Property]

1.1.6. Usufructuary means _____ [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 Usufructuary

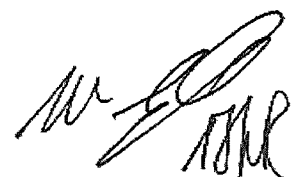
[Delete this whole clause if there is no Usufructuary]

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,b,c [insert the letters] on the attached sketch plan, comprising an area 9 [insert the width] 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,
 - 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
- 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 _____11_____ [insert the width] 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 Tswalu on 05/11/2020


AP. 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 _____

Eskom Holdings SOC Limited

Witnesses

1 _____

2 _____

Untitled Map

Write a description for your map

Legend

- Feature 1
- Feature 2
- Style1
- Style2
- Style4
- Style5

05/11/2020

Google Earth

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Imagery © 2020 Maxar Technologies

1 km