



AREA: <u>Tzaneen</u>	PROJECT NUMBER:
FEEDER:	ITEM OF:
SUPPLY TO: <u>Maribana.</u>	TEL: <u>079 877 9557</u>
ESKOM REPRESENTATIVE: <u>A. Pretorius</u>	FAX: <u>andre@surv.co.za.</u>
*DISTRIBUTION/*TRANSMISSION <u>email</u>	

**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 _____, 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 Lessee.

1.1.4 Owner means Molotsi Traditional Authority, a company / close corporation / trust / partnership / natural person / Government department / tribal authority of Josephine Mmapala, herein represented by Moloto, who through signature here below, warrants his or her authority to sign on behalf of the Owner. 07954691204

1.1.5 Property means Maribana. (Pour la Patrie sud LS. Romaine)

JM Asiri.

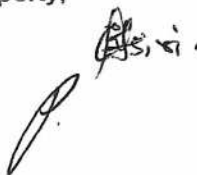
Wayleave

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 Attache Drawing attached sketch plan, comprising an area nine 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;

J.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.

J. M. G. S. S.



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 nine 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 Maribana on 23/01/2023

J.M. Moleto

The Owner

Witnesses:

1. [Signature]

2. [Signature]

MOLETSI TRADITIONAL AUTHORITY
HEADLADY
JOSEPHINE MMAPHALA MOLOTO
23 -01- 2023
BOX 91
GA-MARIBANA VILLAGE, 0778
CELL: 079 645 9404

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. _____

Wayleave

Signed at _____ on _____.

The Servitude Holder

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____

DASHED RED LINE INDICATES POWERLINE ROUTE

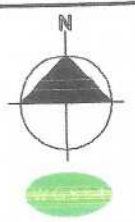


MOLETSI TRADITIONAL AUTHORITY
 HEADLADY
 JOSEPHINE MMAPHALA MOLOTO
 23-01-2023
 BOX 91
 GA-MARIBANA VILLAGE. 0778
 CELL: 079 545 8404

Property descriptions:
 MARIBANA ELECTRIFICATION

Disclaimer
 Geographic Mapping Witbank
 are not responsible for any errors
 in external datasets displayed
 on this map.

Registered Owner: 3 mmoloto Eskom: _____ Project No: _____
 Witness: 1. [Signature] Witness: 1. _____ Date: _____
 Witness: 2. [Signature] Witness: 2. _____ Portion of map no: 2329 CA
 Scale: NOT TO SCALE



Tribal / Community Stamp

Tradestuff 2117 CC t/a
TSS
Tradestuff Survey
Fanie Smith
Cell: 082 850 9861
Tel: 013 650 1922
Fax: 0866 215 611

MOLETSI TRADITIONAL AUTHORITY
HEADLADY
JOSEPHINE MMAPHALA MOLOTO
23-01-2023
BOX 91
GA-MARIBANA VILLAGE. 0778
CELL: 079 545 9404

TO WHOM IT MAY CONCERN

I, Josephine Mmaphala Moloto as representative of the
Moletsi Tribal Authority, do

herby give permission of "WAY LEAVE" to Eskom (via K.B. MOOKI) for the connection of
of electricity for the following projects:

NO	PROJECT NO.	DESCRIPTION
1		Maribana.
2		
3		
4		
5		

J. M. Moloto

DATE: 23/01/2023



This report is compiled exclusively from the very latest data directly supplied to WinDeed by the Deeds Office.

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.

** ASTERISKS INDICATE THE INFORMATION IS ENRICHED FROM THE WINDEED DATABASE.

SEARCH CRITERIA			
Search Date	2023/01/19 13:38	Farm Number	540
Reference	-	Registration Division	LS
Report Print Date	2023/01/19 13:38	Portion Number	-
Farm Name	-	Remaining Extent	NO
Deeds Office	Limpopo	Search Source	Deeds Office

PROPERTY INFORMATION			
Property Type	FARM	Diagram Deed Number	DB364/9
Farm Name	POUR LA PATRIE	Local Authority	AGANANG LOCAL MUNICIPALITY
Farm Number	540	Province	LIMPOPO
Registration Division	LS	Remaining Extent	YES
Portion Number	0 (REMAINING EXTENT)	Extent	2111.4499H
Previous Description	LG771/971	LPI Code	TO_S00000000054000000
Suburb / Town**	1KM NORTH OF GA-MARIBANA	Co-ordinates (Lat/Long)**	-23.509929 / 29.185356

OWNER INFORMATION (2)			
NATIONAL GOVERNMENT OF REPUBLIC OF SOUTH AFRICA			Owner 1 of 2
Company Type**	GOVERNMENT	Document	T12864/1938PTA
Registration Number	-	Microfilm / Scanned Date	-
Name	NATIONAL GOVERNMENT OF REPUBLIC OF SOUTH AFRICA	Purchase Price (R)	SECT 28
Multiple Owners**	NO	Purchase Date	-
Multiple Properties**	NO	Registration Date	1938/07/22
Share (%)	-		

DISCLAIMER

This report contains information provided to LNRM by content providers and LNRM cannot control the accuracy of the data nor the timely accessibility. LNRM will not be held liable for any claims based on reliance of the search information provided. This report is subject to the terms and conditions of LexisNexis Risk Management Agreement. LexisNexis Risk Management (Pty) Ltd is a registered credit bureau (NCRCB26).

OWNER INFORMATION (2)			
NATIONAL GOVERNMENT OF REPUBLIC OF SOUTH AFRICA			Owner 2 of 2
Company Type**	GOVERNMENT	Document	T15799/2015PTA
Registration Number	-	Microfilm / Scanned Date	-
Name	NATIONAL GOVERNMENT OF REPUBLIC OF SOUTH AFRICA	Purchase Price (R)	-
Multiple Owners**	NO	Purchase Date	-
Multiple Properties**	NO	Registration Date	-
Share (%)	-		

ENDORSEMENTS (10)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	K4441/1989RMPTA	-	-	-
2	K939/2004RMPTA	A F C PROP PTY LTD	-	-
3	K998/1999PCPTA	RIO TINTO MINING & EXPLORATION LTD	-	-
4	VA1779/1995PTA	K4441/1989RM	-	-
5	VA864/1999PTA	-	-	-
6	VA8926/2003PTA	-	-	-
7	CONVERTED FROM PTA	-	-	-
8	LEBOWA	-	-	-
9	LS.540	-	-	-
10	RELEASED AREA	-	-	-

HISTORIC DOCUMENTS (2)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	K4441/1989RMPTA	-	-	-
2	T12864/1938PTA	SUID-AFRIKAANSE ONTWIKKELINGSTRUST	Unknown	-

DISCLAIMER

This report contains information provided to LNRM by content providers and LNRM cannot control the accuracy of the data nor the timely accessibility. LNRM will not be held liable for any claims based on reliance of the search information provided. This report is subject to the terms and conditions of LexisNexis Risk Management Agreement. LexisNexis Risk Management (Pty) Ltd is a registered credit bureau (NCRCB26).