



AREA: MSOGWABA	PROJECT NUMBER: NE-STM-1303-4290
FEEDER: ESH SHONALANGA 11 KV	ITEM OF: 2 OF 2
SUPPLY TO: ESKOM	
ESKOM REPRESENTATIVE: Busani Khumalo	TEL: +27 13 755 9167
*DISTRIBUTION/*TRANSMISSION	Email: KhumalBU@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.

Lessee means the holder of a lease registered against the title deed of the Property and is MSOGWABA T/C
 , a company / close corporation / trust / partnership / natural person / Government department / tribal authority of BOX 1, MSOGWABA, 1215
 , herein represented by H. R. MULOBI 6407055519084
 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 ID NUMBER:, who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.5 Property means:
PORTION...0...OF...MSOGWABA...FARM...963...JU.....

 held by virtue of Title Deed/s number/s.....extent

MSOGWABA TRADITIONAL COUNCIL
 P.O. BOX 1
 2019 -06- 18
 MSOGWABA 1215
 KAYEDWA ROYAL KRAAL

[Handwritten signatures]

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.

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 on the attached sketch plan, comprising an area9..... 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



ZM

Signed at _____ on _____.

The Usufructary

Witnesses:

1. _____

2. _____

Signed at MSOGWABA TR on 18.06.2019.

H.R. MUSA
The Lessee

Witnesses:

1. _____

2. _____

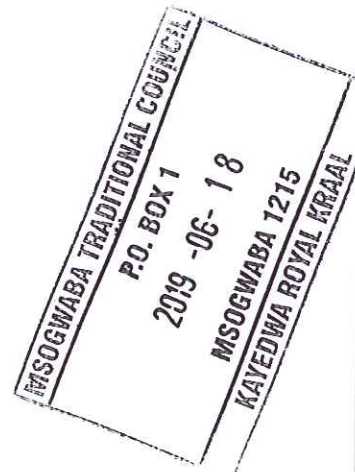
Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. [Signature]

2. _____



[Signature]

[Signature]