



ZONE: <u>Mufele</u>	PROJECT NUMBER:
FEEDER: <u>THELGWU ZUK</u>	ITEM OF:
SUPPLY TO: <u>MUZILA</u>	
ESKOM REPRESENTATIVE: <u>NETSHINDUMBE</u>	TEL: <u>011 230 1723</u>
*DISTRIBUTION	E Mail: <u>NETSHINDUMBE@eskom</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 Owner means _____

ID No: 5106005524084 a company / close corporation / trust / partnership / natural person / Government department / tribal authority of

Address: FEFE Box 52 Mufele

Postal Code 0956 Tel.No.: 072 5633043 herein represented by:

Name: Netshindumbe Canel in my capacity as

Headman of FEFE,

(ID _____) who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means:

Title Deed No.: _____ Extent: _____

Locality Authority: _____

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 None on the attached sketch plan, comprising an area None 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.

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 Fete on 09/10/2020.

The Owner

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____