



AREA: <u>Thamagane.</u>	PROJECT NUMBER:
FEEDER: <u>Hwekeng Makotse 22kV</u>	ITEM OF:
SUPPLY TO: <u>Thamagane</u>	
ESKOM REPRESENTATIVE: <u>A. Pretorius</u>	TEL: <u>079 877 9557</u>
*DISTRIBUTION/*TRANSMISSION <u>email</u>	<del>FAX:</del> <u>andre@surv.co.za</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 Seqoetle A. Mphahlele, a company / close corporation / trust / partnership / natural person / Government department / tribal authority of \_\_\_\_\_ herein represented by Seqoetle, who through signature here below, warrants his or her authority to sign on behalf of the Owner. 0833550651

1.1.5 Property means: 082 3044 777  
Vogelstruisvlakte 488 kS Remainder.

S. A. Mphahlele

R. C. Mphahlele

- 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 *Attacha/Drawing* on the attached sketch plan, comprising an area \_\_\_\_\_ 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;

S. I. Mphahlele  
R. C. Mphahlele



- 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.

S.A. Mphahlele

R.C. Mphahlele



- 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 Thamagane on 15/11/2022.

  
\_\_\_\_\_  
The Owner

Witnesses:

1. R. C. Mphahlele

2.   
\_\_\_\_\_



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. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
The Servitude Holder

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Eskom Holdings SOC Limited

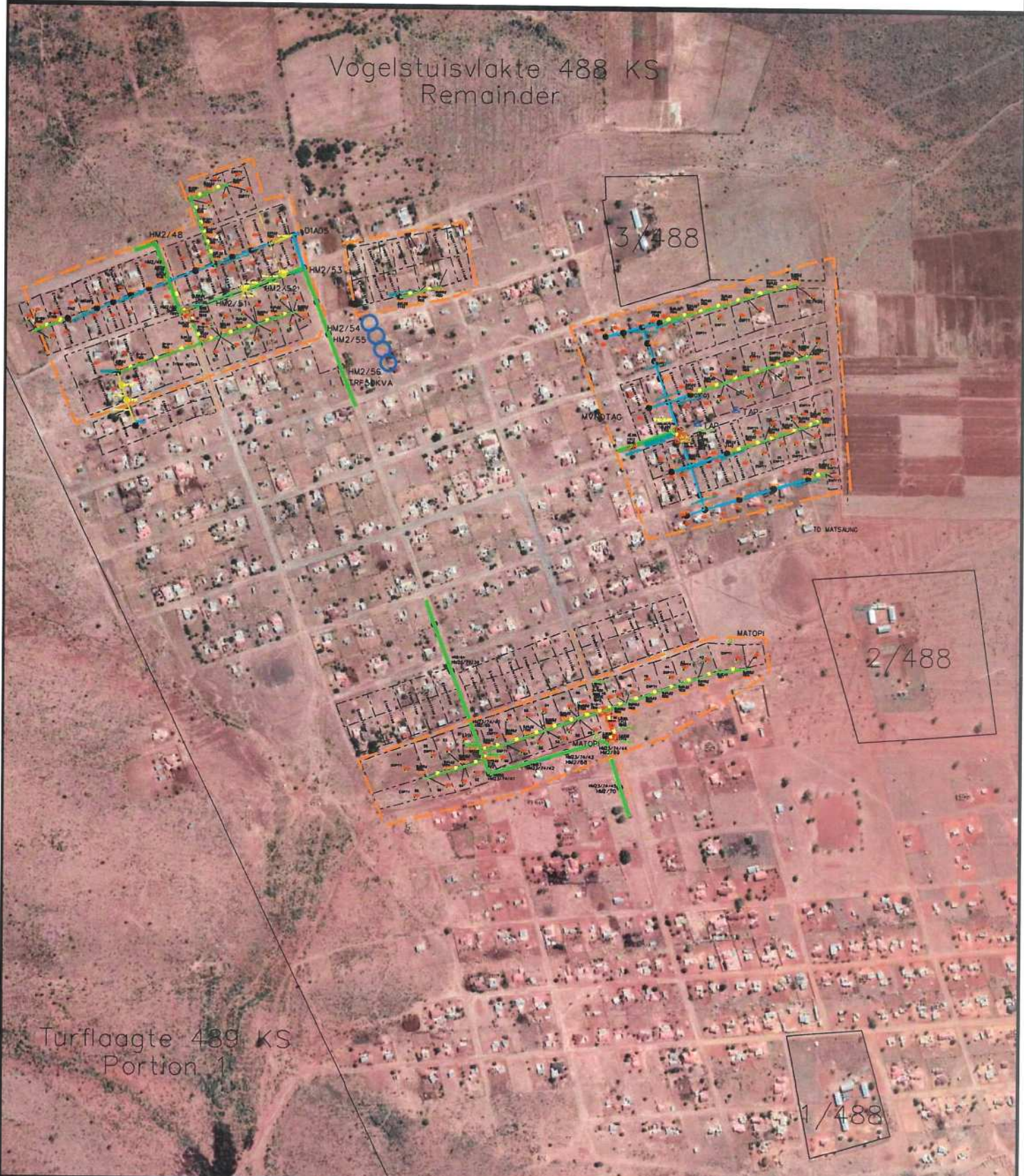
Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

DASHED RED LINE INDICATES POWERLINE ROUTE

Vogelstuisvlakte 488 KS  
Remainder



Turflaagte 489 KS  
Portion 1



Property description:  
**SEBHAQABATHO MPHAHLELE**  
**THAMAGANE COMMUNITY VILLAGE**  
Northern Region, Thamagane Electrification

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

Registered Owner: *[Signature]*

Eskom: **2022-11-15**

Project No:

Witness: 1. *R.C. Mphahlele*

Witness: 1.

Date: **15/11/2022**

Witness: 2. *[Signature]*

P.O. BOX 7739  
**THAMAGANE VILLAGE, 0918**

Portion of map no: **2429 BC**

Scale: **NOT TO SCALE**



WGS84

# Deeds Office Property

KS, VOGELSTRUISVLAKTE, 488, 0, LIMPOPO

Lexis® WinDeed



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	2022/11/10 12:36	Farm Number	488
Reference	-	Registration Division	KS
Report Print Date	2022/11/10 12:36	Portion Number	-
Farm Name	-	Remaining Extent	NO
Deeds Office	Limpopo	Search Source	Deeds Office

## PROPERTY INFORMATION

Property Type	FARM	Diagram Deed Number	DB177/49
Farm Name	VOGELSTRUISVLAKTE	Local Authority	LEPELE-NKUMPI LOCAL MUNICIPALITY
Farm Number	488	Province	LIMPOPO
Registration Division	KS	Remaining Extent	NO
Portion Number	0	Extent	978.7891H
Previous Description	-	LPI Code	TOKS00000000048800000
Suburb / Town**	0KM NORTH OF THAMANGANE	Co-ordinates (Lat/Long)**	-24.387961 / 29.533699

## OWNER INFORMATION (2)

NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA				Owner 1 of 2
Company Type**	GOVERNMENT	Document	T4071/1889PTA	
Registration Number	-	Microfilm / Scanned Date	-	
Name	NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA	Purchase Price (R)	SECT 28	
Multiple Owners**	NO	Purchase Date	-	
Multiple Properties**	NO	Registration Date	1889/12/12	
Share (%)	-			

### DISCLAIMER

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OWNER INFORMATION (2)			
NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA			Owner 2 of 2
Company Type**	GOVERNMENT	Document	T32835/2015PTA
Registration Number	-	Microfilm / Scanned Date	-
Name	NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA	Purchase Price (R)	-
Multiple Owners**	NO	Purchase Date	-
Multiple Properties**	NO	Registration Date	-
Share (%)	-		

ENDORSEMENTS (4)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	VA3288/2015PTA	SUID-AFRIKAANSE ONTWIKKELINGSTRUST	-	-
2	VA794/1997PTA	T4071/1889	-	-
3	CONVERTED FROM PTA	-	-	-
4	LEBOWA	-	-	-

HISTORIC DOCUMENTS (1)				
#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	T4071/1889PTA	SUID-AFRIKAANSE ONTWIKKELINGSTRUST	Unknown	-

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Tradestuff 2117 CC t/a



**Tradestuff Survey**

Fanie Smith  
 Cell: 082 850 9861  
 Tel: 013 650 1922  
 Fax: 0866 215 611

**Tribal / Community Stamp**

THE HEAD  
**SEPHAKABATHO MPHAHLELE**  
 THAMAGANE COMMUNITY VILLAGE

2022 -11- 15

P.O. BOX 7739  
 THAMAGANE VILLAGE, 0918

**TO WHOM IT MAY CONCERN**

I, Segeelile Ampahlele as representative of the  
Mantlana Indamagane 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		<u>Thamagane Electrification.</u>
2		
3		
4		
5		



DATE: 15/11/2022