



ZONE: <u>Swartboom</u>	PROJECT NUMBER:
FEEDER: <u>Warmbron-Pienars 22W</u>	ITEM OF:
SUPPLY TO: <u>Eskom Limpopo.</u>	
ESKOM REPRESENTATIVE: <u>A. Pretorius</u>	TEL: <u>079 877 9557</u>
*DISTRIBUTION	E Mail: <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 Owner means:

Name: Suid-Afrikaanse Natureltrust

ID No: _____
a company / close corporation / trust / partnership / natural person / Government department / tribal authority [delete which is not applicable] of

Address: Makapanstad. / Ngobi

Tel No: 079 489 1492

If not a Natural Person, herein represented by:

Name: Sehaileni Simon Malebye / Tirelo Ya Mapadisi
(079 489 1492) A AFRICA BORWA

ID No: 370202 5782 085
who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: Vooruitzicht 7 JR Portien 1

S.S.M

2. THE RIGHTS

- S.S.M
- 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-G on the 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 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.

S.S.M

- 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 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 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.

S.S.M.


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 Ngobi on 7th June 2022.

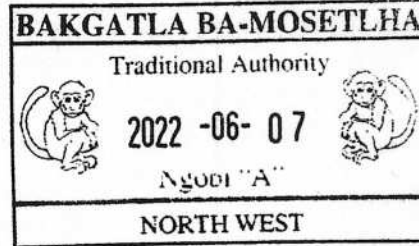
S.S.M.
The Owner

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. _____



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	2022/05/30 14:26	Farm Number	7
Reference	-	Registration Division	JR
Report Print Date	2022/05/30 14:27	Portion Number	-
Farm Name	-	Remaining Extent	NO
Deeds Office	Limpopo	Search Source	Deeds Office

PROPERTY INFORMATION

Property Type	FARM	Diagram Deed Number	T23979/1964
Farm Name	VOORUITZICHT	Local Authority	BELA-BELA LOCAL MUNICIPALITY
Farm Number	7	Province	LIMPOPO
Registration Division	JR	Remaining Extent	NO
Portion Number	1	Extent	556.7842H
Previous Description	-	LPI Code	TOJR000000000000700001
Suburb / Town**	2KM NORTH OF SWARTBOOM	Co-ordinates (Lat/Long)**	-25.022875 / 28.143541

OWNER INFORMATION (1)

SUID-AFRIKAANSE NATURELLETRUST		Owner 1 of 1	
Company Type**	TRUST	Document	T23979/1964PTA
Registration Number	-	Microfilm / Scanned Date	-
Name	SUID-AFRIKAANSE NATURELLETRUST	Purchase Price (R)	-
Multiple Owners**	NO	Purchase Date	-
Multiple Properties**	NO	Registration Date	1964/04/07
Share (%)	-		

DISCLAIMER

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ENDORSEMENTS

No endorsements to display

HISTORIC DOCUMENTS (1)

#	Document	Institution	Amount (R)	Microfilm / Scanned Date
1	T29658/1962PTA	HAMMAN PETRUS JOHANNES THEOBALTUS	Unknown	-

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Tradestuff 2117 CC t/a

ISS

Tradestuff Survey

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

Tribal / Community Stamp

BAKGATLA BA-MOSETLHA

Traditional Authority

2022 -06- 07

Ngobi "A"

NORTH WEST

TO WHOM IT MAY CONCERN

I, Sehaileni Simon Malebye. as representative of the
Tirelo Ya Mapodisi Afrika Borwa Tribal Authority, do

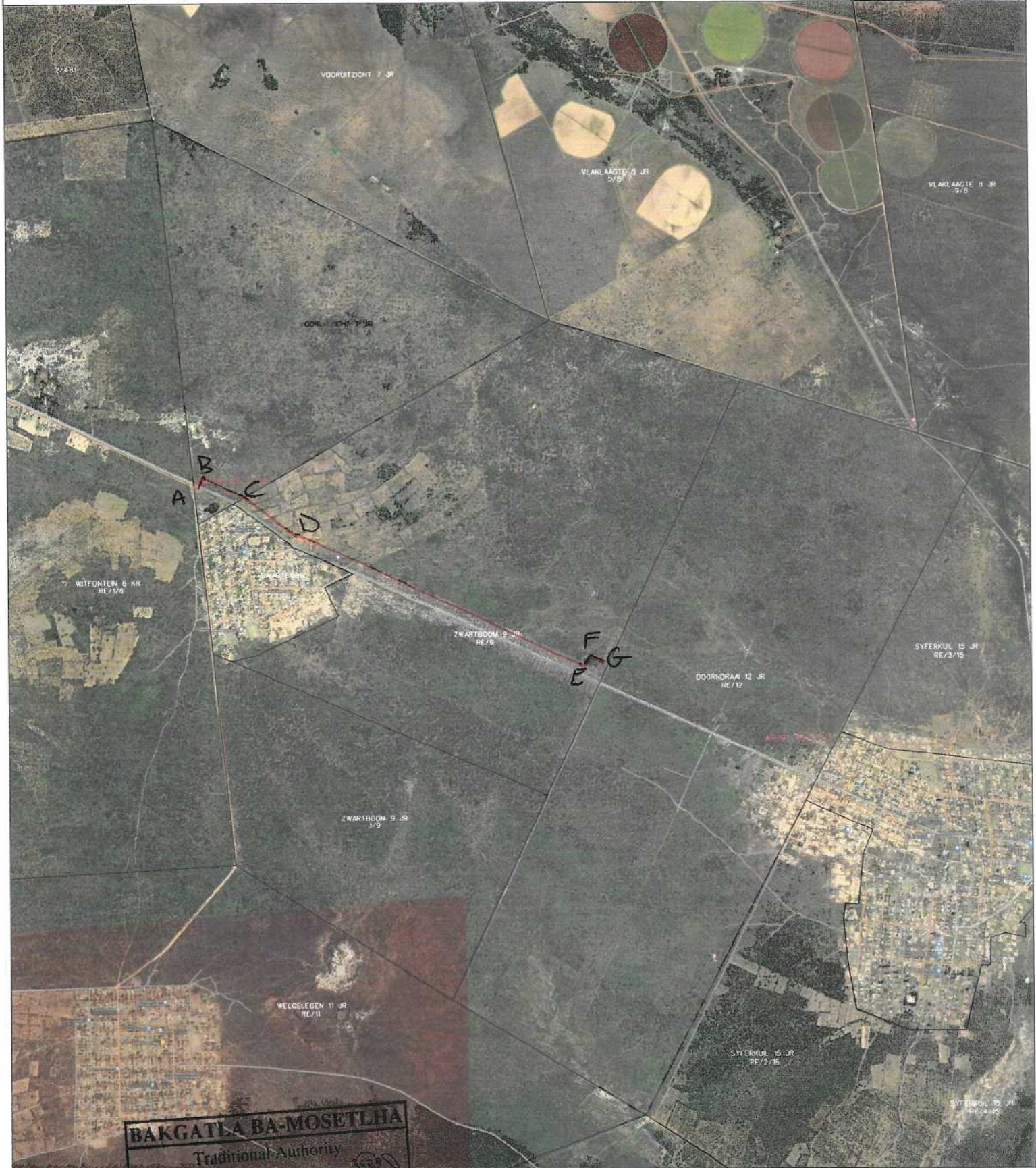
herby give permission of "WAY LEAVE" to Eskom (via K.B. MOOKI) for the connection of
 of electricity for the following projects:

NO	PROJECT NO.	DESCRIPTION
1		ZM-WP Interconnector.
2		
3		
4		
5		

X Simon. S. MABEJE

DATE: 7/06/2022

DASHED RED LINE INDICATES POWERLINE ROUTE



BAKGATLA BA-MOSETLHA
 Traditional Authority
 2022-06-07
 Ngobi "A" Northern Region
 NORTH WEST



Wapleave
 Eskom: _____
 Project No: _____
 Date: 7/06/2022
 Portion of map no: 2528 AA
 Scale: Not to Scale

Property description:
 ZM-WP Interconnector

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

Registered Owner: S.S.M.
 Witness: 1. [Signature]
 Witness: 2. [Signature]

Eskom: _____
 Project No: _____
 Date: 7/06/2022
 Portion of map no: 2528 AA
 Scale: Not to Scale

