

CAO copy

17 March 2015

BAfC / UETCL Final Agreement

**SETTLEMENT AGREEMENT IN RELATION TO THE DISPUTE REGARDING  
COMPENSATION AS A RESULT OF CONSTRUCTION OF THE DAM AND  
TRANSMISSION LINE FOR THE BUJAGALI HYDRO PROJECT**

**BETWEEN:**

**The UGANDA ELECTRICITY TRANSMISSION COMPANY LIMITED (UETCL),**

**AND**

**The BUJAGALI AFFECTED COMMUNITY 557 COMPLAINANTS (the BAfC 557  
Complainants)**

**as represented by the signatories hereto.**

**THIS SETTLEMENT AGREEMENT (AGREEMENT) HAS BEEN EXECUTED ON**

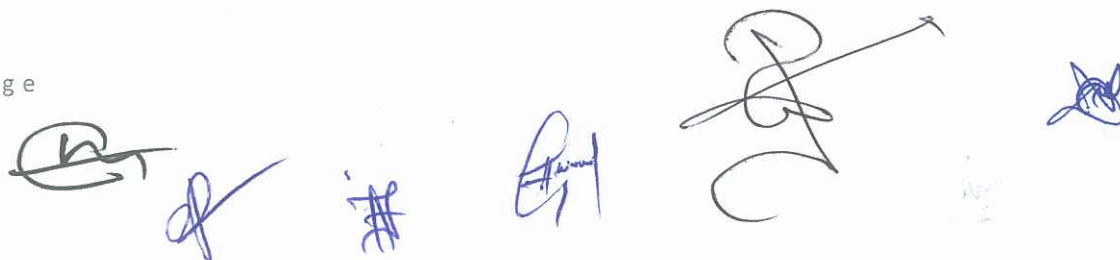
this.....<sup>09<sup>th</sup></sup> day of .....<sup>MAY</sup>.....2015

**Preamble:**

This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the Uganda Electricity Transmission Company Limited, (hereinafter referred to as 'UETCL') and the 557 members of the Bujagali Affected Communities ('BAfC') who submitted their case before the High Court of Uganda in 2009 as Civil Suit no 38 (hereinafter referred to as 'the Complainants').

The Parties make this Agreement in good faith in order to put an end to the disputes between them.

The representatives of the BAfC 557 Complainants who have engaged in mediation with UETCL are deemed the elected and legitimate representatives of all members of the BAfC 557 Complainants. The Compliance Advisor Ombudsman (CAO) of the World Bank Group (hereinafter referred to as the 'Mediator') has, through public meetings and consultation with the BAfC 557 Complainants, confirmed and satisfied itself that the Community Representatives have explained fully the terms of the Framework Agreement to the other Complainants and been given a mandate to act on their behalf and sign this Agreement.

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## Background

Members of the Bujagali Affected Communities, resident in Naminya, Bujowali, Buloba, Malindi, Kikubamutwe, Wabikokoma, Wabiyinja, Lukaga, Sese, Wasswa, Kito, Masiko and Wagala, lodged a representative suit with the High Court of Uganda in 2009 under Civil Suit number 38 of 2009 against Uganda Electricity Transmission Company Limited (UETCL) claiming inadequate compensation for land, crops and structures in the development of the Bujagali Hydro Site including UETCL's acquisition of land for the construction of the electric power transmission line between the Bujagali Hydro Site and Kawanda.

In March 2013, the Parties to this Suit requested leave of the High Court to participate in a mediation process facilitated by the Compliance Advisor Ombudsman (CAO), also on behalf of the European Investment Bank Complaints Mechanisms (EIB-CM), with a view to reaching settlement on the claims. The first joint meeting of the Parties took place on 25 April 2013 at which time the Parties signed an Agreement to Participate in a Mediation (Schedule 1 to this Agreement). This present Agreement is the result of extended negotiations between the parties, spanning the period from April 2013 to date. The Ministry of Energy and Mineral Development ('the Ministry') was represented at the meetings to provide support to the process and guidance on policy issues.

### 1. Definition of Terms:

The following terms shall be interpreted as indicated below:

- i) "**UETCL**" refers to the Uganda Electricity Transmission Company Limited and their successors in title or assignees;
- ii) "**BAfC 557 Complainants**" means all persons whose names are listed in the documents (Schedule 4) submitted to the High Court who joined in the representative suit and whose names appear on the list attached hereto as Schedule 2 which list has been accepted by all Parties as the final list of Complainants and claims;
- iii) "**Complaint**" is the list of claims as set out in the law suit filed as Civil Suit no 38 of 2009 in the High Court of Uganda regarding compensation for land, structures and crops as a result of the construction of the Bujagali Hydro Site and transmission line (attached hereto as Schedule 3);
- iv) "**Parties**" are the Uganda Electricity Transmission Company Limited and the Bujagali Affected Community 557 Complainants;
- v) "**Community Representatives**" are the four (4) duly elected members of the BAfC 557 Complainants, namely Kigenyi Yusuf, Kirimungo George, Mpandi Tom, Muyinda Muzahaam authorised to represent the BAfC 557 Complainants in the negotiations with UETCL and the Ministry through the CAO facilitated mediation process;
- vi) "**Land**" is all the land appropriated, accessed or used by the Bujagali Hydro Site and UETCL for the purpose of surveying and constructing the Bujagali Hydro Site and the transmission line from Bujagali to Kawanda, more particularly delineated on the map attached hereto as Schedule 10;



- vii) **“Dispute”** is the set of issues between the Parties (which for the avoidance of doubt means issues pertaining to the BAfC 557 Complainants as a whole) as set out in the plaint submitted to the High Court (as attached hereto as Schedule 3);
- viii) **“The Project”** means the construction of the Bujagai Dam, Hydro Site and transmission lines;
- ix) **“Young Crops”** refers to crops assessed as ‘Young’ by the Consultant Valuer in 2006/07;
- x) **“Newly Planted Crops”, “Just Planted Crops”, “Placed Crops”** refer to those Young Crops which were categorised by the Consultant Valuer as having been planted or placed shortly before the valuation exercise;
- xi) **“Disclosure”** and **“Disclosed”** refers to the process whereby UETCL reveals to each affected person individually the compensation which has been calculated (and the modalities of calculation) and which UETCL is offering to pay to that individual, at which time the individual person may sign acceptance or not;
- xii) **“CAO”** refers to the Compliance Advisor Ombudsman of the International Finance Corporation; the Ombudsman department having provided mediation services to the parties in this dispute free of any charge to them. The CAO will monitor the implementation of this Agreement.

## 2. Duration:

This Agreement shall continue in perpetuity.

## 3. Court Order:

This Agreement will be lodged with the High Court of Uganda with a request from all Parties that it be adopted as an Order of the High Court of Uganda and/or that a Consent Judgement be extracted therefrom.

## 4. Terms of the Agreement:

### 4.1. List of Complainants and claims

After a joint process conducted by the representatives and UETCL of refining and clarifying names, spellings, plot references and claims, the list of BAfC 557 Complainants attached hereto as Schedule 2 has been accepted by all Parties as the final list of Complainants and their claims, and it is not intended that it will be adjusted further by either Party except where errors or omissions are discovered after the adoption of this Final List, which will then be dealt with in terms of paragraph 4.7 below.



## 4.2. General Compensation Rates and Payment

4.2.1. The 2006/7 Mukono District rates as approved by the Chief Government Valuer (CGV) and clarified in his letter dated 10 February 2014, as per Schedule 6 to this Agreement, are accepted and adopted by the Parties as the correct set of rates which were to have been applied at that time, and which have been applied in calculating compensation for crops and structures in relation to this Agreement;

4.2.2. Where compensation was Disclosed and accepted by the Complainants "in full and final settlement" during 2006-08, the terms applied at that time will not be reconsidered by either Party, subject to the following clause 4.2.3;

4.2.3. UETCL will rectify all and any errors or omissions which may have arisen in the calculation of compensation previously paid or offered to Complainants for crops and structures, including crops damaged during the course of survey. These will be rectified in accordance with the 2006 Mukono District rates as approved by the Chief Government Valuer (herein attached at Schedule 6), plus a Disturbance Allowance of 30% of the additional compensation offered under this Agreement, except for damaged crops where no Disturbance Allowance will be paid;

4.2.4. Where land was not compensated, this will be compensated by UETCL at the current 2011/12 Rates for Land in Mukono District as approved by the Chief Government Valuer (herein attached at Schedule 7);

4.2.5. In cases where crops were damaged during survey and not paid, or where there were errors in calculation where compensation was paid, these will be rectified in accordance with the 2006 Mukono District rates as approved by the Chief Government Valuer (Schedule 6). In these cases, no Disturbance Allowance will be paid.

## 4.3 Compensation previously rejected / not Disclosed

4.3.1 In cases where compensation was "Disclosed" and offered for crops, structures and land, but rejected by individual Complainants, such Complainants will be paid for crops and structures in full at 2006 rates for Mukono District as approved by the Chief Government Valuer (Schedule 6), and for land at Mukono District 2011 Land Rates (Schedule 7). In all cases, these Complainants will receive a Disturbance Allowance of 30% of the compensation offered subject to a new Disclosure process to be implemented by the UETCL as described in Terms of Reference attached to this Agreement as Schedule 9;

4.3.2 In cases where Complainants did not attend 'Disclosure' with UETCL at the time, for the purposes of this Agreement these claimants are considered as having 'rejected' the compensation offered (as in paragraph 4.3.1 above) and will be paid for crops and structures in full at 2006 rates for Mukono District as approved by the Chief Government Valuer (Schedule 6), and for land at Mukono District 2011 Land Rates (Schedule 7). In all cases, these complainants will receive a Disturbance Allowance of 30% of the compensation offered

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subject to a new Disclosure process to be implemented by the UETCL as described in Terms of Reference at Schedule 9 to this Agreement;

#### 4.4 Young crops

4.4.1 UETCL will pay compensation to each claimant, based on the actual number of Young Crops assessed and counted by the Consultant Valuer(s) on behalf of UETCL in 2006, and recorded on individual Valuation forms. Compensation is calculated at the applicable Rates for 2006 as approved by the Chief Government Valuer (Schedule 6), plus a 30% Disturbance Allowance of the compensation offered, subject to the following clause 4.4.2;

4.4.2 The parties agreed that any claims for compensation for crops assessed by the Consultant Valuer as "Newly Planted Crops", "Just Planted Crops" and "Placed Crops" shall not be considered at all;

4.4.3 During the process of Disclosure, all errors and omissions presented or discovered, will be assessed and rectified by UETCL on a case-by-case basis;

#### 4.5 Timber, trees, shrubs and medicinal plants

4.5.1 UETCL will pay compensation to each claimant, based on the actual number of Timber crops assessed and counted by the Consultant Valuer(s) on behalf of UETCL in 2006, and recorded on individual Valuation forms. Compensation for Timber is calculated at the available and applicable Rates for 2006 as approved by the Chief Government Valuer (Schedule 5) and as applied in Schedule 7 attached hereto;

4.5.2 Where any trees, shrubs or medicinal plants are not specified in the 2006/7 CGV Rates for Mukono District, rates for these have been agreed as set out in Schedule 11.

#### 4.6 Structures

4.6.1 Any errors or omissions in the survey, valuation or compensation of structures will be assessed by UETCL on a case-by-case basis and rectified where valid in accordance with the terms of this Agreement and applicable rates for 2006 plus a Disturbance Allowance of 30% of the amount payable (Schedule 6). UETCL has undertaken to respond to each of these claims no later than time of Disclosure and any claims found to be valid will be compensated no later than 31 July 2015.

#### 4.7 Errors and omissions

4.7.1 During the process of Disclosure, any additional errors and omissions which are presented or discovered in relation to the claims covered by this Agreement, will be assessed



by UETCL on a case-by-case basis and rectified, where valid, in accordance with the terms of this Agreement and paid before 31 July 2015. No additional claims for errors will be considered after Disclosure. Terms of Reference for the process of Disclosure are attached to this Agreement as Schedule 9.

#### 4.8 Disclosure and payment of compensation

4.8.1 Complainants will attend individual Disclosure Sessions with UETCL in the field between during May 2015 in accordance with the procedure described in the attached Terms of Reference (Schedule 9).

#### 4.9 Interest and General Damages

4.9.1 The parties agreed that any claims for interest and general damages shall not be considered at all.

#### 4.10 Representatives' costs and expenses

4.10.1 The representatives will submit a full Schedule of Costs to the Registrar of the High Court of Uganda for a determination and taxation. UETCL will pay to the representatives all costs as taxed no later than three months after issue of such determination;

4.10.2 The Representatives of the Complainants will not bring any claim for costs to be paid by any Complainant. However, a Complainant can agree to pay Representatives in appreciation for services provided.

#### 4.11 Legal costs and fees:

4.11.1 UETCL will pay all reasonable and proved legal costs and fees incurred by the claimants in pursuit of this case. Such costs are calculated at 10% of the full value of the settlement, and in addition to that settlement amount. This will be paid by UETCL to Nsubuga KS & Co Advocates no later than 31 July 2015;

4.11.2 The Legal Counsel for the Complainants will not bring any claim for fees to be paid by any Complainant. However, a Complainant can agree to pay legal counsel in appreciation for services provided.



## 5 Monitoring of Implementation:

5.1 In accordance with their Operational Guidelines, CAO will monitor activities leading up to and during the implementation of this Mediation Agreement and as outlined in Schedule 9 to this Agreement.

## 6 Disputes:

Should any dispute arise about the interpretation or implementation of this Agreement:

6.1 The Parties will attempt to resolve the dispute through discussion between themselves and such discussions will not exceed a period of two (2) weeks;

6.2 Failing consensus between the Parties, an independent third party mediator of the parties' choice will be contracted to assist the Parties resolve the dispute through facilitation or mediation; such mediation shall be concluded within two (2) months or such other period as the Parties may agree;

6.3 Should third party mediation fail to resolve the dispute, an independent arbitrator of the parties' choice will be contracted to determine the matter and such arbitration shall be concluded within four (4) months or such other period as the Parties agree. An Arbitration Award will be deemed final and binding on all parties;

6.4 The cost of such mediation and/or arbitration proceedings will be borne by UETCL, unless otherwise agreed;

6.5 The Parties agree that they will not bring vexatious claims against each other.


## 7 Confidentiality

7.1 No Community Representative, Legal Counsel, representative of UETCL or the MEMD, (signatories to this Agreement) will disclose any information relating to any individual Complainant to any party other than that individual Complainant without the express permission of such Complainant.

## 8 Full and final settlement

8.1 This Agreement represents full and final settlement between the Parties to the Dispute, and the terms hereof shall be the basis for a Consent Judgement in High Court Civil Suit No. 38 of 2009;

8.2 Only those Complainants with claims specified in the list at Schedule 4, which was submitted to the High Court of Uganda, are included in this Agreement. No additional claims will be brought by those complainants in relation to the properties or land listed therein;

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8.3 This Agreement supersedes any prior agreements, arrangements or oral discussions which are, if inconsistent with this Agreement, set aside by mutual consent of the Parties;

8.4 The Parties make this Agreement in good faith. The Parties will implement this Agreement in good faith and mutual respect, and will openly engage and discuss any issues of concern that might arise during its implementation. Neither Party will call for, support or participate in any further legal or arbitral action on the Dispute against the other Party or their current or former directors, officers or employees by any third party that may threaten or challenge the sustainability and implementation of this Agreement;

8.5 Having reached an amicable negotiated settlement through the mediation services provided by the CAO, the Parties believe that no Compliance appraisal or audit by the CAO is required on the issues covered by this Agreement, nor will they call for or support such unless implementation is not completed in accordance with the terms of this Agreement in which case CAO will automatically transfer the case to Compliance.

## 9 Execution and Counterparts

9.1 Each Party shall execute an English and Luganda version of this Agreement, the English being the authoritative version which will be presented to the High Court of Uganda at the next hearing of the Parties to the suit on 4 May 2015. The CAO will provide all other language versions required by the parties;

9.2 The Parties expressly represent and warrant that the execution and performance of, and compliance with, their respective obligations under this Agreement is fully authorised by each of them and that the persons executing this Agreement have the necessary, requisite and appropriate authority to do so.

## 10 Succession and Assignment

10.1 Except as otherwise specifically provided in this Agreement, this Agreement shall be binding upon and shall endure for the benefit of the Parties and their successors and assignees.

## 11 Jurisdiction

11.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of Uganda and each of the Parties hereby irrevocably submits to the original jurisdiction of the High Court of Uganda;

11.2 For avoidance of doubt, all matters relating to the interpretation and enforcement of this Agreement shall be adjudicated upon in Uganda and no clause in this Agreement shall be deemed or interpreted to exclude the original jurisdiction of the High Court of Uganda.





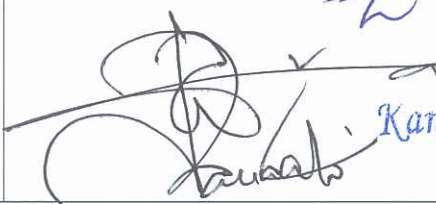
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The Parties have agreed to all the terms herein, and have initialled below in acknowledgement of such agreement. The Final Agreement will be signed and executed following approval by the Board of UETCL by no later than 31 March 2015. Formal signature of the Final Agreement will take place on Monday 13 April 2015.

Initialled for the parties on 17 March 2015:

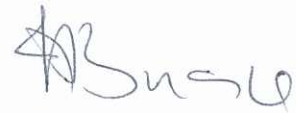

Representatives of the claimants:

Tom Mpandi 	George Kirimuungo 
Muzinda Muzaham 	Yusuf Kigenyi 
Tony Kanaalo Ngobi	 Kanaalo Tonny Nyooi ADVOCATE

Representatives of UETCL:

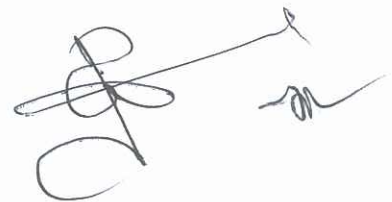
Martin Erone 	William Nkemba 
John Othieno 	 POPE .F. AHIMBISIBWE ADVOCATE P. O. BOX 7026, KAMPALA



  
James Baanase 

**Mediators:**

 Brenda Brainch	 Ben Schoeman
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**IN WITNESS WHEREOF** this Agreement has been executed on behalf of the Parties hereto with effect from the date specified on the first page of this Agreement.

**Representatives of the claimants:**

Tom Mpand : Chairman of the Bujagali Affected Community

George Kirimuungo

Muzinda Muzaham

Yusuf Kigenyi

**Kanaalo Tonny Ngobi**  
**ADVOCATE**

Tony Kanaalo Ngobi: Legal Counsel for the Bujagali Affected Community 557 claimants

**Company representatives of UETCL:**

Martin Erone

Manager, Corporate Affairs

William Nkemba,

Manager, Projects Implementation

John Othieno:

Principal Environment Officer

Pope Ahimbisibwe:

Legal Counsel for UETCL

**POPE .F. AHIMBISIBWE**  
**ADVOCATE**  
**P. O. BOX 7026, KAMPALA**

**Ministry of Energy and Mineral Development**

Witnessed by

James Baanabe

for Permanent Secretary

**CAO Mediators**



Brenda Brainch



Ben Schoeman





**Codicil One to:**

**SETTLEMENT AGREEMENT IN RELATION TO THE DISPUTE REGARDING  
COMPENSATION AS A RESULT OF CONSTRUCTION OF THE DAM AND  
TRANSMISSION LINE FOR THE BUJAGALI HYDRO PROJECT**

**between: The UGANDA ELECTRICITY TRANSMISSION COMPANY LIMITED (UETCL)**

**and: The BUJAGALI AFFECTED COMMUNITY 557 COMPLAINANTS (the BAfC 557  
Complainants) as represented by the signatories hereto.**

UETCL and the representatives of the 557 complainants have agreed to replace Clause 4.2.5 of the Settlement Agreement to which this Codicil is attached with the following text:

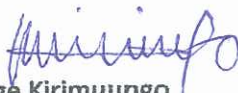
**4.2.5 In cases where crops were damaged during survey, there will be no adjustment to the calculation of compensation, whether paid previously or not.**

**IN WITNESS WHEREOF** this Codicil has been executed on behalf of the Parties hereto with immediate effect from date of signing the Settlement Agreement and this Codicil together on this 09<sup>th</sup> day of May 2015.

**Representatives of the claimants:**



Tom Mpandi : Chairman of the Bujagali Affected Community



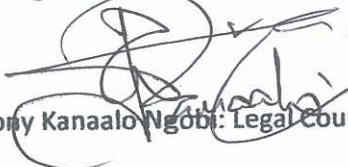
George Kirimuungo



Muzinda Muzaham



Yusuf Kigenyi



**Kanaalo Tonny Ngobi  
ADVOCATE**

Tony Kanaalo Ngobi: Legal Counsel for the Bujagali Affected Community 557 claimants

**Company representatives of UETCL:**



Martin Erone  
Manager, Corporate Affairs



William Nkemba,  
Manager, Projects Implementation

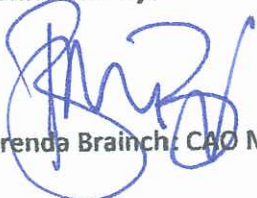


John Othieno:  
Principal Environment Officer



Pope Ahimbisibwe:  
Legal Counsel for UETCL

**Witnessed by:**

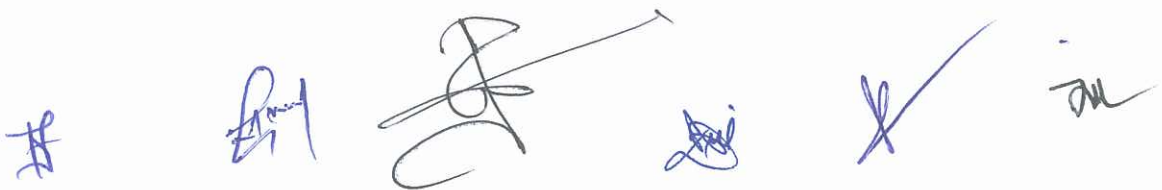


Brenda Brainch: CAO Mediator

**POPE .F. AHIMBISIBWE  
ADVOCATE  
P. O. BOX 7026, KAMPALA**

## List of Schedules

- |          |    |  |
|----------|----|--|
| Schedule | 1  | Agreement to Mediate                               |
| Schedule | 2  | Agreed Working List of Complainants 18 March 15    |
| Schedule | 3  | Complaint before the court                         |
| Schedule | 4  | List of Complainants attached to Court Documents   |
| Schedule | 5  | Letter CGV February 2014                           |
| Schedule | 6  | CGV Rates 06/07 Mukono                             |
| Schedule | 7  | District Land Board Rates                          |
| Schedule | 8  | Classes, Categories and Rates for Timber as agreed |
| Schedule | 9  | ToR for Disclosure Process                         |
| Schedule | 10 | Map of Transmission Line                           |
| Schedule | 11 | Trees, shrubs, bushes not specified in 2006 rates  |

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**Schedule 1: Agreement to Participate in a Mediation**

CAO

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1 x copy > Angkasa  
1 x copy > ...

**AGREEMENT TO PARTICIPATE IN A MEDIATION**

Mediation between: Bujagali Affected Community and UETCL: 25 April 2013  
Civil Suit number 62 of 2009

We, the undersigned, understand and agree to the following:

**1 DEFINITION OF MEDIATION:**

A process in which a Neutral (the Mediator) assist parties to a conflict in finding a mutually acceptable solution to their dispute.

**2 ROLE OF THE MEDIATOR:**

The Mediator will facilitate discussion between the parties by assisting them in communicating, identifying and clarifying issues and exploring potential solutions. The Mediator will use a facilitative style of mediation. The parties decide the outcome.

**3 ROLE OF THE PARTIES:**

The parties will participate in good faith, work together and agree to treat each other with respect and courtesy.

**4 CONFIDENTIALITY:**

By this Agreement to Mediate, the communications made during and in connection with mediation are confidential. All memoranda, work products and other materials contained in the case files of a Mediator are confidential. Any communication made in or in connection with the mediation, which relates to the dispute being mediated, whether made to the Mediator, the staff of the grievance mechanism, to a party, or to any other person, is confidential. However, a written Mediated Settlement signed by the parties shall not be confidential, unless the parties otherwise agree in writing.

Where there is an order to mediate by a court, or leave by the court to try and settle the matter out of court, no substantive information about the mediation is provided to the court.

Confidential materials and communications are not subject to disclosure in discovery or in any judicial or administrative proceeding except:

- (i) where all parties to the mediation agree, in writing, to waive the confidentiality;
- (ii) statements, memoranda, materials and other tangible evidence, otherwise subject to discovery, which were not prepared specifically for use in and actually used in the mediation;
- (iii) where a threat to inflict bodily injury is made;
- (iv) where communications are intentionally used to plan, attempt to commit, or commit a crime or conceal an ongoing crime;
- (v) where an ethics complaint is made against the mediator by a party to the mediation to the extent necessary for the complainant to prove misconduct and the mediator to defend against such complaint;
- (vi) where communications are sought or offered to prove or disprove a complaint of misconduct or malpractice filed against a party's legal representative based on conduct occurring during a mediation; or
- (ix) as provided by law or rule.

The Parties will not call the Mediator or any mediation staff as a witness, nor require them to produce in evidence any records or notes relating to the Mediation, in any litigation, arbitration or other formal process in connection with their dispute and the Mediation; nor will the Mediator nor staff act or agree to act as a witness, expert or consultant in any such process.

RECORDED 2/12/13  
 WETC  
 557  
 MEND

**5 VOLUNTARY:**

Mediation is voluntary. The parties or the Mediator may decide to stop the mediation at any time for any reason.

**6 JOINT and SEPARATE SESSIONS:**



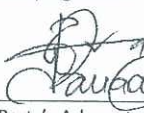

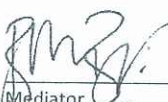

The mediation will generally occur with all parties present. The Mediator may also meet separately with each party.

**7 LEGAL ADVICE:**

The Mediators does not provide legal advice. Each party to the mediation has the opportunity to consult with independent legal counsel at any time and is encouraged to do so.



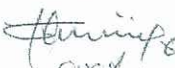

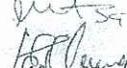
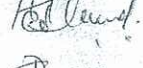




**8 SETTLEMENT:**

Terms of any settlement are not binding until they are put into a written Settlement Agreement *and* signed by consent of all parties. Such Settlement Agreement will be legally binding on all parties.

	25/04/2013		WETC
Party Signature	Date	Party Signature	Date
	25/04/13		25/04/13.
Party's Advocate	Date	Party's Advocate	Date
	25.iv.13		18.11.14
Mediator	Date		

James Baanabe As Commissioner Energy Dept

Other Person Present:

NAME / SIGNATURE / DATE		
Muyinda Muzakam		24/04/2013
X KIGENYI YUSUFU		25 <sup>th</sup> /04/2013
ANDRUMBO GEORGE		25/04/2013
TURAHCEBWA GRACE		25/04/2013
Catherine Wamukota		25/04/2013
Museya Echund.		25/04/2013
Edward Kumbi Sheny.		07/05/2013
Baguma Christopher.		10/11/2014
Hope Nhimbitibwe		09/05/2013
JOHN JITHEND		22/01/2014
		18/11/2014



SCHEDULE 3 :

THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

[COMMERCIAL DIVISION]

CIVIL SUIT NO. 6 OF 2009

1. MUYINDA MUZAHAM ]  
 2. KIGENYI YUSUFU ]  
 3. KIRIMUNGO GEORGE ]  
 (Suing by Representative Action on behalf of ]  
 Numerous Persons and on their own behalf)..... ] PLAINTIFFS

VERSUS

UGANDA ELECTRICITY TRANSMISSION LTD..... ] DEFENDANT

PLAINT

1. The Plaintiffs are male adults of sound mind whose address of service for purposes of this suit will be c/o M/s Muwema & Mugerwa Advocates and Solicitors, First Floor, Rwenzori Courts, Plot 2a, 4 Nakasero Road, P. O. Box 6074 Kampala.
2. The Defendant is a Private Limited Liability Company incorporated and engaged in business in Uganda. The Plaintiffs' Advocates undertake to effect service of Court process upon the Defendant.
3. The Plaintiffs bring this suit by representative action pursuant to a granted by this Honourable Court on behalf of 557 Land Owners and on their own behalf. (A copy of list of all the Claimants is hereto attached and marked annexure "A").
4. The Plaintiffs' collective claim against the Defendant is for a declaration that the Defendant is liable to compensate them for the value of crops, property and land the Plaintiffs lost to the Defendant while acquiring the way leaves and right of way for the High Voltage Transmission lines on their property, an order to assess the Plaintiffs' entitlement in line with the agreed compensation values as set out by the District Authorities, a declaration that the unilateral valuation system used by the Defendant to compensate the Plaintiffs was arbitrary and unfair, illegal and unjust and an order that it be reviewed to conform with the one set out by the District Authorities or the Commercial going rates, general and exemplary damages and costs of the suit.

5. The facts giving rise to this claim are set out below;

- (a) The Plaintiffs reside along a corridor from Mukono District through Wakiso to Kampala District along which the Defendant intends or has set up High Voltage transmission lines.
- (b) In order to secure the land and property along the said corridor leaves the Defendant's Employees approached the Plaintiffs through the Local Leaders that their land and property would be acquired and even adversely affected by the project and that the land along the said corridor would be taken over by the Defendant as a way leaves for the Defendant's transmission lines.
- (c) It was a condition that in order to secure the said land from the Plaintiffs, the Defendant was to compensate each Plaintiff for loss and damage along the corridor and compensation to the property for land acquired.
- (d) It was a condition *inter alia* that;
  - ❖ All affected Persons would be adequately compensated for the affected land, crops, structures and other property interests.
  - ❖ All affected Persons would not be in a worse position that they were in the year 2006 with respect to compensation of their valued property.
  - ❖ All new and refurbished structures, crops and interests would be subjected to valuation at current market rates.
- (e) Further to the foregoing, the Defendant was under Statutory obligation to compensate all the affected Persons.
- (f) In pursuance of the foregoing, the Mukono District Council set up compensation rates which were to be applied in the course of compensating the affected Persons (copy of Compensation Rates annexed and marked "B").
- (g) The Defendant is in flagrant breach of the Statutory and contractual obligations to adequately compensate the affected Persons.











PARTICULARS OF BREACH

- (i) Failed and/or refused to compensate Persons whose land was along the corridor
  - (ii) Arbitrary applied compensation rates which did not conform to those set up by the Mukono District Council.
  - (h) As a result of the above, the Plaintiffs have suffered loss and damage arising out of the Defendant's breach of contract for which they hold it liable.
6. At the trial the Plaintiffs shall aver, contend and adduce evidence to the effect that the Defendant has already taken possession of their land, destroyed crops and property in the process of setting up the High Voltage Transmission Lines.
7. The Plaintiffs will aver and contend that the Defendant has no defence to this claim.
8. The Defendant has notice of this suit but has ignored and neglected the same.

WHEREFORE the Plaintiffs pray for judgment against the Defendant for;

- (a) A declaration that the Defendant is liable to compensate the Plaintiffs for the property damaged, land taken by the Defendant and crops damages in the process of setting up the High Voltage Transmission Lines.
- (b) An Order to assess and establish the compensation rates to be applied in compensating the Plaintiffs.
- (c) An Order to assess the extent of property damaged, crops destroyed and land acquired by the Defendant.
- (d) An Order to compensate each of the Defendants based on the foregoing.
- (e) General damages.
- (f) Interest.
- (g) Costs of the suit.



DATED at Kampala this 27<sup>th</sup> day of February 2009.

  
M UWEMA & MUGERWA ADVOCATES  
COUNSEL FOR THE PLAINTIFFS

Drawn & Filed by:

M/s Muwema & Mugerwa Advocates and Solicitors  
First Floor, Rwenzori Courts  
Plot 2 & 4a Nakasero Road  
P.O. Box 6074  
Kampala.

*JA*

*Ameyo*

*[Handwritten initials]*



SCHEDULE 4

537 RPS

Remnant  
Land owners

A

S.NO	NAMES	VILLAGE	PLOT AREA	AMOUNT PAID	BALANCE
1	NANYUNJA HAMIDA	NAMINYA	LO99		3,120,610/=
2	NAJUMBA REHEMA	BULODA	T119		2,349,100/=
3	NANYUNJA HAMIDA	BULODA	T147		3,364,460/=
4	KIRIKWANIKI	KITO	T118		5,883,800/=
5	KAWESA CHARLES	BULOBA	T119	303,123/=	2,451,577/=
6	KAWESA CHARLES	BULOBA	T115	899,938/=	4,725,162/=
7	KIWANUKA MOSES	BULOBA	T10	23,500/=	1,257,000/=
8	KAGANDA FRED	MALINDI	T7	1,149,534/=	19,044,536/=
9	NAMUGAYA MARGRET	NAMINYA	086T2	17,160/=	492,765/=
10	MUYANDA KALIMU	MALINDI	T85	31,550/=	1,438,555/=
11	BASOGA KASIMU	MALINDI	T12	185,043/=	3,773,457/=
12	NAMUGWANA ESEZA	MALINDI	001T92	1,034,927/=	7,157,900/=
13	SAFINA NAMISISI	BULABA	T47L2		4,239,300/=
14	OMONDI STEPHEN	MALINDI	T50L3		1,801,800/=
15	GIMEI ABUBAKARI	MALINDI	T102		2403,310/=
16	MUTEBI CHARLES	MALINDI	T113		7,671,300/=
17	MALIKI BALIDAWA	WABIKOKOMA	T3		2,602,400/=
18	KHAMUDANI ISABIRYE	WASSWA	T3		10,611,900/=
19	BALIDAWA FRANK	MALINDI	T96		34,763,527/=
20	PANDE DAUDA	MALINDI	T125	268,000/=	6,044,800/=
21	SEBAYIGA SULA	NAMINYA	LO93		76,556,220/=
22	MUYINDA MUZAHAMU	MALLINDI	T8	530,450/=	3,333,085/=
23	NTAMBI JOSEPH	MALINDI	T13		4,546,750/=
24	OUMA STEPHEN	MALINDI	T76		4,539,275/=
25	ZIRINTUSA IVAN	MALINDI	T98		1,780,480/=
26	MUGABI GERALD	MALINDI	T68		564,200/=
27	WAFULA GODFREY	MALINDI	T114	265,139/=	7,135,111/=
28	NAMAKULA MWATUMU	MALINDI			3,982,550/=
29	HAIRYA PAUL	MALINDI	T111		13,123,110/=
30	OTWAN FRED	MALINDI	T6		51,069,557/=
31	GAWULIRA SALIMU	MALINDI	T101		3,422,900/=
32	MWANJA ROBERT	NAMINYA	LO3L1		3,692,975/=
33	NTUUYO GODFREY	NAMINYA	LO120		10,968,750/=
34	NAKATE AISHA	KIKUBAMITWE	LO34	440,000/=	6,480,550/=
35	NANGADE FLORENCE	WAGALA	T5		1,247,512/=
36	KAUMA ANNET	MALINDI	T90		1,582,100/=
37	NAMPILA ADAM	NAMINYA	T4		4,188,600/=
38	BABIRYE MARIAM	KITO	T30		20,104,500/=
39	AWUYA BENIFORCE	KIKUBAMITWE	LO7		10,479,690/=
40	ANATOLI BALIKOWA	WABIKOKOMA	T38		7,209,767/=
41	TENYWA STEPHEN	WABIKOKOMA	T56L5		534,462/=
42	NANYANGE IMMACULATE	NAMINYA	LO97		2,647,450/=
43	ODOYI MARTIN	MALINDI	T130		3,124,550/=
44	ODOYI MARTIN	BULOBA	T56		4,53245/=

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45	NAKIWA RITA	MASIKO	T24		5,534,100/-
46	KIZITO MUSOKE	BULOBA	T137		919,880/-
47	MASABA CHARLES	BULOBA	T110		1,031,225/-
48	NANTALE MARGRET	BULOBA	T89		4,457,050/-
49	KANYARUGANO TEOPISTA	WABIYINJA	T36		2,252,380/-
50	BAKALI KANYARUGANO	WABIYINJA	T39		686,140/-
51	OBORE BEN	MALINDI	T3		6,337,142/-
52	KABAGAMBE DAVI KANYARUGANO	WABIYINJA	T9		893,100/-
53	KAKUNGULU TABU	MALINDI	T51		2,118,740/-
54	LWASA PASCAL	KITO	T5		1970,150
55	NAMALERE VERONICA	MALINDI	T110		436,150
56	BOGERE ROBERT	WABIYINJA			352,300
57	KISAKYE LUCY	BULOBA	T47-L1	313,950/=	1,223,300
58	BUDAHA STEPHEN	MALINDI	T16		2,262,162
59	NTAMBI BRIAN	MALINDI	T19	126,283/=	5,726,317
60	ISABIRYE JOHN PATRICK	BULOBA	T14		3,050,567
61	KAGENDA DAVID	NAMINYA	T4		32,675,500
62	SSERWANGA PATRICK	NAMINYA	055LO		8,921,640
63	NABACWA JUDITH	MALINDI	T53	219,710/=	2,607,460
64	BIRUNGI SHARIFA	MALINDI	T11		8,027,630
65	IBANDA JUMA	WABIYINJA	T13		1,753,210
66	ODODA JOHN	KIKUBAMITWE	LO27L1		1,417,030
67	AMOLO JANE	KIKUBAMITWE	LO27		9,295,000
68	BIRUNGIN	MALINDI	T77		4,420,000
69	EGESA GODFREY	MALINDI	T68		6,653,400
70	EGESA GODFREY	MALINDI	T78		2,782,390
71	BIRIBAWAMAIMUNA	MALINDI	T35	371,465/=	2,768,260
72	DHATEMWA ISIMA	MALINDI	T47		4,113,130
73	BAKUMPE MARIAM	BULODA	T53 L1		682,500
74	NABUDERE SWAIBU	MALINDI	T71	14,512,772/=	80,916,130
75	NDAGIRE EMMANUEL	MALINDI	T69		5,707,600
76	NDAGIRE IMMANUEL	MALINDI	T90		2,496,000
77	KIMBOWA LAWRENCE	BULOBA	T65		19,136,600
78	NABIRYE NIGHT	MALINDI	T60	40,652/=	1,049,500
79	NABISERE DORAH	NAMINYA	LO31T2		2,273,700
80	MWASANJE FRANCIS	NAMINYA	LO85		26,664,300
81	BABIRYE SPECIOZA	MALINDI	T108		4,323,800
82	BABIRYE SPECIOZA	MALINDI	T127		1,593,100
83	NAMAKULA AISHA	BULODA	T38	151,319/=	2,036,100
84	MUTALE UMARU	NAMINYA	LO106		12,940,800
85	NAMAKULA ASHA	BULOBA	T109	606.892/=	3,772,400
86	NAMAKULA ASHA	NAMINYA	LO119		4,423,200
87	KASOGA FARIDA	NAMINYA	LO104		4,056,300
88	NABANJA SHIDA	MALINDI	T99		3,928,100
89	NURU WOTARI	MALINDI	T84		377,100
90	NAMUSISI HADJIA	NAMINYA	131T5		2,915,000

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*[Handwritten signatures and initials]*



91	MUTESI AGNES	BULOBA	T53L3	920.325/=	5.800.600
92	LUBOOBO JESCA NALONGO.	WABIKOKOMA	T3L7		4.368.910
93	DHATEMWA ISIMA	MASIKO	T3		15.091.115
94	DHATEMWA ISIMA	WAGALA	T35		20.898.800
95	DHATEMWA ISIMA	MALINDI	T12		6.085.495
96	NAJUMBA REHEMA	MALINDI	T62		721.500
97	NANYUNJA HAMIDA	NAMINYA	LO099	253.522/=	3.301.328
98	NANYUNJA HAMIDA	BULOBA	T.30	144.967/=	1.105.633
99	NANYUNJA HAMIDA	BULOBA	T147	152.822/=	833.715
100	KYAKUWA LAMULA	MALINDI	T66	47.333/=	2.345.967
101	KYAKUWA LAMULAH	MALINDI	T100	28.488/=	2.563.712
102	NANYUNJA HAMIDA	KITO	T55	1.459.478/=	4.469.002
103	NANYUNJA HAMIDA	KITO	T14	119.387/=	732.373
104	KYAKUWA LAMULA	NAMINYA	LO126	156.000/=	854.100
105	NANYUNJA HAMIDA	BULOBA	T103		2.380.300
106	KYAKUWA LAMULA	NAMINYA	LO127		2.400.287
107	NANKWANGA FAUZA	MALINDI	T79	602,756/=	2,931,944
108	NANYANZI TEOPISTA	MASIKO	LO01		101,954,064
109	MUDONDO FARIDAH	KITO	T4		19,948,830
110	KYESWA STEVEN	NAMINYA	132T7		14,588,340
112	KYESWA STEVEN	MALINDI	T55		13,745,030
113	KYESWA SIMON	NAMINYA	134T3		15,840,500
114	KYESWA SIMON	MALINDI	T48		2,176,850
115	WASWA ALI	KITO	T5		14,105,000
116	SEREMBA NULU	BULOBA	T48		2,803,640
117	KIGENYI YUSUF	MALINDI	T9		8,534,590
118	SEBADUKA DAN	MASIKO	T17		8,314,800
119	NABIRYE EDISA	KITO	T55		6,542,900
120	ISIKO ERIASA	MALINDI	T45		439,660
121	KIRUGE ESAU	MALINDI	T14		1,498,900
122	MUBIRU NASAN	WABIKOKOMA	T3L2		6,894,500
123	GANAGWA ZIKULA	MALINDI	T18		2,971,800
124	KIBUUKA BULU	MASIKO	T29		18,678,140
125	SSEBADUKA DAN	WAGALA	T11	1,704,687/=	3,323,120
126	NALWEYISO NUSULA	BULOBA	T42		1,184,130
127	KIRUGE ESAU	MALINDI	T77		4,336,930
128	KAJURA JOSEPH	BULOBA	T20		953,030
129	BWEYALE MICHEAL	BULOBA	T43		10,356,320
130	NTUYO RASHID	KIKUBAMITWE	LO36	47,700/=	2,363,800
131	NAMUGANZA ROSE	BULOBA	T8		663,000
132	MAYENDE GODFREY	NAMINYA	LO86 L1		800,630
133	NGOBI NABIRYE	NAMINYA	LO69		1,862,000
134	NGOBI NABIRYE	NAMINYA	LO77		790,400
135	NTUYO RASHID	WABIYINJA	T16		1,374,750
136	NAMUGANZA ROSE	BULOBA	T117		1,968,200
137	SEREMBA NULU	WABIYINJA	T49		1,942,330



138	NULU SEREMBA	MALINDI	T81		3,876,600/=
139	NAMAKOYE KAYINA.M	KITO	T6		9,973,600/=
140	MENANI VENANCIO	KITO	T54		2,672,800/=
141	NABOSA VERONICA	WAGALA	T38		4,630,600/=
142	ISIKO ERIASA	WABIKOKOMA	T61		7,173,270/=
143	NAJUMBA REHEMA	BULOBA	T68	249,397/=	3,498,795/=
144	NAJUMBA REHEMA	MALINDI	T62	60,378/=	3,054,422/=
145	NAKIBANDA JAMA WA	MASIKO			31,424,770/=
146	LEMIGIYO FRANK	MASIKO	T22		5,474,332/=
147	WAFULA SULA	BULOBA	T61		3,322,420/=
148	WAFULA SULA	MALINDI	T8		2,975,862/=
149	NAMIRIMU HADIJA	MALINDI	T124		7,084,325/=
150	WAFULA SULA	LUBAGA	LO19		965,770/=
151	WAFULA SULA	NAMINYA	101L1		2,073,955/=
152	NANYUNJA HAMIDA	BULOBA	T145	58,136/=	1,704,435/=
153	NANYUNJA HAMIDA	MALINDI	T58	89,363/=	793,142/=
154	NAMUSISI GORETTI	MALINDI	T101	643,498/=	4,273,124/=
155	NAMUSISI GORETTI	MALINDI	T7		7,498,562/=
156	KIRIMUNGO IRENE	MALINDI	T80		9,877,660/=
157	KIRIMUNGO GEORGE	MALINDI	T96		12,105,600/=
158	KIRIMUNGO IREN	MALINDI	T18		4,793,360/=
159	BAMULANZEKI GODFREY	MALINDI	T74		11,528,920/=
160	BAMULANZEKI GODFREY	MALINDI	T85		4,453,670/=
161	BAMULANZEKI GODFREY	MALINDI	T83		12,829,537/=
162	WAIWA MUDHATHIR	KITO	T23		41,946,840/=
163	MUKOSE SADAT	MALINDI	T16		7,858,435/=
164	KASOGA ZAITUNA	MALINDI	T33		5,372,900/=
165	MUKOSE SADAT	MALINDI	T104		2,177,955/=
166	KASOGA ZAITUNA	MALINDI	T87		8,638,500/=
167	MUKOSE SADAT	NAMINYA	T18		11,082,500/=
168	SAMUEL	WABIKOKOMA			1,611,512/=
169	KAYIIMA MUHAMAD	WABIKOKOMA	T17		11,667,500/=
170	BAMULANZEKI GODFREY	KITO	T2		25,828,400/=
171	BAMULANZEKI GODFREY	MALINDI	T34		4,065,100/=
172	BAMULANZEKI GODFREY	LUKAGA	LO12		3,282,500/=
173	LUVUGA YENUSU	NAMINYA	004		18,711,650/=
174	KABUGA JOHN	WAGALA	T1		18,466,175/=
175	NAZIWA REHEMA	NAMINYA	L4		2,557,36
176	NAZIWA REHEMA	NAMINYA	1L8T9		1,803,10
177	MIREMBE MARIAM	MASIKO	T11		20,772,310/=
178	KAKUGULU SANDAY	MALINDI			946,367/=
179	KYESWA EDWARD	MALINDI	T78		7,618,792/=
180	KYESWA EDWARD	BULOBA	T47L4		9,345,950/=
181	NAKIYINI PROSSY	BULOBA	T3		7,282,300/=
182	DHATEMWA SWAIBU	MASIKO	T34		5,286,600/=
183	NALUGWA MANJELI	BULOBA	T47L6		3,088,822/=
184	KAUDHA FARIDA	MALINDI	T39		2,501,850/=

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186	ISABIRYE HARUNA	NAMINYA	LO133		3,537,300/=
187	WAFULA	MALINDI	T86		832,000/=
189	CALOLINE KYAKOYA	MALINDI	T120		1,113,125/=
190	NAZIWA JENIFFER	BULOBA	T19		1,246,375/=
191	BOGERE KALID	BULOBA	T64		2,330,575/=
192	ISABIRYE JOHN PATRICK	BULOBA	T134	271,708/=	650,642/=
193	KISAIZA FLORENCE	NAMINYA	T15		645,060/=
194	ISABIRYE MOSES	WABIKOKOMA	T45		3,139,500/=
195	NAMAJJA FILISTA	NAMINYA	LO129		1,735,760/=
196	SANDE ALEX	NAMINYA	TIL135		393,380/=
197	BOGERE KALIDI	BULOBA	T35		1,807,000/=
198	EZABEYA MATOLO	MALINDI	T4		3,271,450/=
199	KISAMBIRA ZUBAIRI	MALINDI	T3		1,681,550/=
200	DENZI BAHEMUKA	NAMINYA	LO128 T11		507,000/=
201	MUTESI AIDAH	MALINDI	T37		1,492,400/=
202	KAUDA FARIDA	MALINDI	T1		1,124,988/=
203	TABOYO SARAH	MALINDI	T6L1	533,520/=	5,288,400/=
204	NAKISUYI TEOPISTA	BULOBA	T39		2,280,200/=
205	MWANJA ROBERT	MALINDI	T5		1,587,300/=
206	MWANJA ROBERT	MALINDI	T40		2,612,025/=
207	WASWA JOACHIM	WABIKOKOMA	T13 L8		3,512,340/=
208	KATO UMMARU	MALINDI	T72		1,828,775/=
209	SEMPIJA HARUNA	MALINDI	T49		6,074,900/=
211	KASADA JALIRU	MALINDI	T44		2,767,537/=
212	MUSISI FRED	WABIYINJA	T52		2,868,450/=
213	PETER AMULE	WABIYINJA	T54		3,242,200/=
214	MUGABI BETULIS	MALINDI	T94		3,441,100/=
215	BOGERE PATRIC	MALINDI	T76		4,737,850/=
216	NAKKU NUULU	MASIKO	T26		20,510,100/=
217	TAKOLA JANATI	BULOBA	T13		2,274,935/=
218	LWASA MUZAMIRU	WABIKOKOMA	T1		1,004,120/=
219	MBUMBI MASTULA	KITO	T32		11,500,450/=
220	KAMYA YAKUBU	MALINDI	T82		2,146,170/=
221	NAMUDIBA HARIMA	WABIKOKOMA	T61		2,925,000/=
222	YAZIDI MUSA	LUKAGA	L02		1,207,537/=
223	NAMUDIBA HARIMA	LUKAGA			2,943,200/=
224	YAZIDI MUSA	WABIYINJA	T1		208,000/=
225	BASEMBEZA MUHAMADI	WABIKOKOMA	T55		2,164,012/=
226	MASABA CHARLES	BULOBA	T110		1,311,700/=
227	NANFUKA AGNES	BULOBA	T111		1,196,000/=
228	SEWANYANA ALEX	BULOBA	T125		4,114,630/=
229	KABALE IBRAHIM	MALINDI	T149		4,183,660/=
230	GAWULIRA SALIMU	KIKUBAMITWE	L05		562,900/=
231	NABONGO BANULI	WAGALA	T		2,043,500/=
232	KIIRA ISAAC	WABIKOKOMA	T64	284,039/=	5,013,166/=
233	LYAZI SWAIBU	MALINDI	T143		2,814,890/=
234	LYAZI SWAIBU	MALINDI	T38		981,500/=

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235	LYAZI SWAIBU	MALINDI	T95		3,075,800/=
236	LYAZI SWAIBU	MALINDI	T83		3,367,455/=
237	MWAJUMA MUTESI	T37MALINDI	T37		6,108,570/=
238	BOGERE ASUMANI	BULOBA	T1		7,035,600/=
239	FRIDAY ANDREW	NAMINYA	L0103		27,916,154/=
240	ISA SERWADA	NAMINYA	T2		4,941,345/=
241	WAFULA SULA	MALINDI	T54		2,348,450/=
242	KIRUGE ESAU	BULOBA	T50 L1		7,666,360/=
243	NTUYO RASHID	LUKAGA	LO 43	200,090/=	3,159,760/=
244	BEMBE STEVEN	WAGALA	T 8		3,968,900/=
245	LUKWAGO STEPHEN	WAGALA	T 7		1,665,625/=
246	LUKWAGO STEPHEN	WAGALA	T 4		1,599,065/=
247	MAGALA CHRISTOSTOM	MALINDI	T 108		5,291,032/=
248	BABIRYE JESCA	BULOBA	T 141		212,355/=
249	KIGUNDU NUWA	WAGALA	T 11		3,577,437/=
250	TIBESIGWA ANNET	MALINDI	T 54		3,396,250/=
251	BYARUHINGA.N.	NAMINYA	131, T 11		3,112,200/=
252	KALEMBA PETER	WAGALA	T 37		9,601,800/=
253	BALAMBULA.G. WILLIAM	WAGALA	T25		6,301,100/=
254	MUKASA EMMANUEL	MALINDI	T 46		4,859,010/=
256	NANYANZI AIDAH	WAGALA	T02		3,827,102/=
257	KILEYA ALI	WAGALA	T 3		4,597,255/=
258	BYARUHANGA EMMANUEL	LUKAGA	LO 26		2,725,450/=
259	MAKUMBI EDIRISA	NAMINYA	63		6,256,250/=
260	BAKISEKA CHRISTINE	MALINDI	T 111		3,673,800/=
261	BAKISEKA CHRISTINE	MALINDI	T 52		3,020,550/=
262	SEGUJJA JAMES	WAGALA	T 20		5,991,570/=
263	KIGUNDU NUWA	WAGALA	T2		171,080/=
264	NAMPALA ADAM	BULOBA	T9		4,526,600/=
265	OUMA DAVID	MALINDI	T 92		5,979,610/=
266	NAMUGANZA ELIZABETH	KITO	T 40		20,226,115/=
267	MUKASA EMMANUEL	MALINDI	T 114		8,818,615/=
268	ODODA JOAN	KITO	T 27		7,649,200/=
269	CALOLINA NAIGA	MALINDI	T 38		3,341,000/=
270	BABIRYE AMINA	KITO	T 37		10,140,000/=
271	KABAGAMBE MUHAMMED	NAMINYA	LO 87		2,305,420/=
272	WANYAMA ROBERT	MASIKO	T9		34,106,020/=
273	OUKA KALOLI	WABIYINJA	T 45		1,456,487/=
274	KABAGAMBE MOHAMMED	MALINDI	T138		1,629,160/=
275	NABIWAFU ANNET	WABIYINJA	T 52		2,337,400/=
276	MUKAGA GEORGE	KIKUBAMUTWE	LO 26		2,637,212/=
277	BAGOOLE SHABAN	KITO	T7		18,958,290/=
278	NAKKU NULU	WAGALA	T28		4,466,800/=
279	NANSUBA HASIFA	WABIYINJA	T54		3,147,300/=
280	MUTALABWA IDDI	LUKAGA	T40		2,463,500/=
281	ISAKYA WILLIAM	WAGALA	T53		1,173,900/=
282	BALIGEYA IBRAHIM	KIKUBAMITWE	LO6		2,425,605/=

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283	TUSUBIRA TOMASI	MALLINDI	T61		1,597,700/-
284	WAGABA SARAH	MALINDI	T122		2,035,865/-
285	OKECHO PAUL	LUKAGA	LO02		3,269,987/-
286	MUDAGO STEPHEN	LUKAGA	LO21		2,869,880/-
287	NAIGAGA ELIZABETH	LUKAGA	LO 8		1,586,487/-
288	AKOTH GETRUDE	LUKAGA	LO 13		4,160,650/-
289	MUYINDA DEO	LUKAGA			434,200/-
290	WALIMBWA THOMAS	KITO	T36		8,468,200/-
291	KAANA MANDE	KITO	T6		895,700/-
292	KAANA MANDE	WAGALA	T12		198,900/-
293	BARAZA GERALD	KITO	T4		603,200/-
294	AKWATULIRA JANE	KITO	T35		1,729,000/-
295	MUSOKE YUSUF	KITO	T7		846,300/-
296	JAMAWA NABIRYE	KIKUBAMITWE	LO04		4,864,892/-
297	NAZIWA SARAH	MALINDI	T41		620,750/-
298	ACULU DEZI	MALINDI	T28		1,834,300/-
299	BALIKOWA AYIZAKA	KITO	T7		1,050,920/-
300	MUSUBIKA AMINA	KITO	T29		5,059,600/-
301	NAMWANJE ANAMARIYA	KITO	T2		416,130/-
302	NATUKUNDA MARRY	KITO	T47		1,987,700/-
303	KARUGANDA M	WAGALA	T01		1,323,725/-
304	BUKENYA MOSES	KITO	T1		2,574,487/-
305	NTABAZI MICHEAL	KITO	T17		2,546,050/-
306	NEKESA CHRISTINE	MALINDI	T94		2,056,275/-
307	HADIJA NAKATO	MALINDI	T74		1,836,250/-
308	HADIJA NAKATO	MALINDI	T36		113,100/-
309	HADIJA NAKATO	MALINDI	T28		1,264,867/-
310	ZALWANGO PRISCA	WAGALA	T22		7,413,900/-
311	ZALWANGO PRISCA	WAGALA	T27		3,415,100/-
312	MUGABI BENALD	MALINDI	T31		4,468,750/-
313	NAMULI ROSE	MASIKO	T25		15,312,050/-
314	BALUKA ALICE	NAMINYA	T5		2,474,550/-
315	BABIRYE SARAH	MALINDI	T30		3,367,650/-
316	WAMBI MOSES	NAMINYA	LO20		2,601,950/-
317	KAWUKA ANDREW	MALINDI	T127		5,035,550/-
318	KAMYA IBRAHIM	BULOBA	T32		3,421,860/-
319	SELA MARGRET	BULOBA	T85		3,590,270/-
320	KASALA PAUL	MALINDI	T47		1,741,350/-
321	KASALA PAUL	WABIYINJA	T3		1,714,500/-
322	KATO IBRAHIM	BULOBA	T101		4,683,180/-
323	MUGENYI PAUL	MALINDI	T36		1,539,850/-
324	MUGENYI PAUL	LUKAGA	LO 11		1,293,500/-
325	NABWIRE JANE	MALINDI	T 128	978,242/=	4,429,750/-
326	LWERE SWAIBU	BULOBA	T 28	71,000/=	1,495,500/-
327	NGOBI AHAMADA	MALINDI	T 101		1,721,200/-
328	BAGUME LAMULA	WABIKOKOMA	T 9		947,890/-
329	KULABAKO VERONICA	WABIKOKOMA	T 28	365,888/=	1,146,530/-

*Handwritten signatures and initials.*

*Handwritten signature and initials.*



330	NANTUMBWE FLORENCE	MALINDI	T 69	3,081,000/=
331	BYANDALA A ZAAKE	MALINDI	LO 91	3,588,000/=
332	WASWA STEPHEN	LUKAGA	LO 06	1,899,950/=
333	NAMUKASA ZALIKA	LUKAGA	LO 25T 25	3,272,587/=
334	GODFREY BYAMUKAMA	LUKAGA	T 83	2,727,400/=
335	NALWANGA RUTH	KITO	T 25	13,003,900/=
336	BYANDALA A. ZAAKE	MALINDI	T 83	3,671,525/=
337	BYAWAKA WILLY	MALINDI	T 01	15,782,552/=
338	SSEMAKULA MUHAMMED	NAMINYA	LO 87	358,800/=
339	ISALE TEDDY	NAMINYA	135 T3	1,257,789/=
340	OKIRU SANTO	MALINDI	T 24	6,069,237/=
341	SSEMPIJA TWAHA	MALINDI	T57	695,500/=
342	SSEMPIJA TWAHA	MALINDI	T 90	5,803,850/=
343	SSEMPIJA TWAHA	BULOBA	T 33	2,655,412/=
344	NAKASI SILIVIA	MALINDI	T 104	3,347,500/=
345	GALIWANGO GRACE	MALINDI	T31 L3	1,172,600/=
346	GALIWANGO GRACE	WABIKOKOMA	T 16	1,897,740/=
347	GALIWANGO GRACE	WABIKOKOMA	T3 L9	3,871,350/=
348	NAKINTU AISHA	WABIKOKOMA	T11	1,001,650/=
349	OJAMBO ALEX	MALINDI	T1	7,437,500/=
350	MASIGO FIDE	MALINDI	T 115	8,107,250/=
351	SAADI YAHAYA	MALINDI	T 91	247,323/=
352	SAADI YAHAYA	LUKAGA	LO 37	659,750/=
353	BALYEJUSA YASINI	MALINDI	T 50	55,078,270/=
354	OMAGA MUHAMMAD	MALINDI	T52T 52	6,495,092/=
355	KASIMAGWA PAUL	MALINDI	T84	2,916,387/=
356	MEREKI MUTAKA	WABIKOKOMA	T21	2,561,650/=
357	TABU CHARLES	MALINDI	T91	3,079,700/=
358	BOGERE ROBERT	MALINDI	T71	3,223,350/=
359	ASUMANI BOGERE	MALINDI	T82	9,612,297/=
360	KALUGANA ASUMANI	MASIKO	T36	4,023,500/=
361	SAMBWA SABASTIAN	MALINDI	T107	7,654,400/=
362	BOGERE HAMISI	WABIYINJA	T	1,576,250/=
363	MUKEMBO AMOS	WABIYINJA	T7	9,781,980/=
364	NAIGAGA FAUZA	WAGALA	T34	6,081,400/=
365	SEKIBULE GRACE	WABIKOKOMA	T42	2,938,000/=
366	KAYONDO ANDREW	WABIKOKOMA	T51	2,223,000/=
367	KAYONDO ANDREW	NAMINYA	LO90	2,034,500/=
368	GRACE SEKIBULE	NAMINYA	LO90T4	1,704,882/=
369	WAMBI MOSES	BULOBA	T80	3,582,150/=
370	KYAMPWINE MOSES	WABIYINJA	T47	1,173,087/=
371	TABULE JOSEPH	MALINDI	T59 L2	3,100,110/=
372	BASEMBEZA KASIM	WABIKOKOMA	T53	12,652,250/=
373	SSEMPIJA TWAHA	BULOBA	T63	5,343,747/=
374	KIYIMBA ADAM	MALINDI	T141	1,724,450/=
375	BUYINZA MUHAMED	WABIKOKOMA	T46	2,636,400/=
376	SSEMPIJA TWAHA	BULOBA	T108	1,206,400/=



377	NAKASI SILIVIA	MALINDI	T77		4,474,600/-
378	ODWORI GABRIEL	BULOBA	T105		1,451,450/-
379	NAKANWAGI MONICA	KITO	T28		2,527,200/-
380	NABULYA HARIET	WAGALA	T1		256,717/-
381	MUTABAZI JOSEPH	KITO	T22		1,284,400/-
382	MBABAZI MARGRET	KITO	T.14		4,090,190/-
383	KEEZI EDITH	NAMINYA	LO 34		12,652,250/-
384	MUKISA GODFREY	MALINDI	T33		7,725,477/-
385	BALEKE ALI	NAMINYA	LO 8	3,308,622/=	8,302,783/-
386	NGOBI BABIRYE	NAMINYA	LO.070		948,870/-
387	MUKWANYA KWAYA H	WAGALA	T.1		155,090/-
388	MUKWANYA KWAYA H	WAGALA	T.4		1,081,925/-
389	KISAAZA HARUNA	WAGALA	T2		1,080,137/-
390	MUSUBIKA IMMACULATE	KITO	T15		4,166,175/-
391	BYANGU MUSA	MALINDI	T100		868,725/-
392	NAMUSISI LUKIYA	BULOBA	T84		1,436,500/-
393	BALYEJUSA YASIN	WABIKOKOMA	T56		7,337,987/-
394	TENYWA STEPHEN	WABIKOKOMA	T31		2,014,090/-
395	MUKOSE SADATI	MALINDI	T12		3,072,712/-
396	NANSUBUGA HASIFA	MALINDI	T32		3,038,100/-
397	NANSUBUGA HASIFA	BULOBA	T131		4,777,500/-
398	ACHIENG RUTH	NAMINYA	T1		11,135,800/-
399	SANDE J. OBOH	MALINDI	T		11,859,900/-
400	LYAZI SWAIBU	BULOBA	T27		1,472,900/-
401	LYAZI SWAIBU	MALINDI	T143		573,690/-
402	MUWANGALA GODFREY	WAGALA	T30		7,850,700/-
403	TAYIMBIRA GEORGE	BULOBA	T2	595,878/=	6,947,827/-
404	SSEMPIJA HARUNA	MALINDI	T93		7,030,400/-
405	OJAMBO PETER	MALINDI	T117		399,750/-
406	YURITA SERA	MALINDI	T10	528,526/=	9,517,386/-
407	NGOBI GETRUDE	NAMINYA	LO73		9,503,000/-
408	AJAMBO SYLUMO	MALINDI	T63		10,403,835/-
409	TENYWA SIMON	KITO	T14		14,380,600/-
410	KOWA HENRY	MALINDI	T57	1,244,598/=	3,354,412/-
411	WAISWA EREZEFAN	MALINDI	T51	1,155,779/=	15,305,894/-
412	MPANDI TOM	MALINDI	T82		18,339,490/-
413	MPANDI TOM	KIKUBAMUTWE	LO19		25,645,360/-
414	OUMA STEVEN	MALINDI	T.112		17,440,800/-
415	ISABIRYE FARUK	MALINDI	T105		12,728,430/-
416	BALYEJUSA YASIN	MALINDI	T84		10,067,200/-
417	ANYANGO JOSEPHINE	MALINDI	T131	325,773/=	2,645,377/-
418	TOGALYE SILVESTER	MALINDI	T130		2,197,000/-
419	NANFUKA MIRIATI	NAMINYA	LO95	260,182/=	1,830,998/-
420	NABACWA MARGRET	NAMINYA	LO131T7		4,329,000/-
421	OJWANG WILSON	NAMINYA	LO91T1		2,338,700/-
422	SENDI TADEO	NAMINYA	LO75		17,750,037/-
423	TIBESIGWA ESEZA	NAMINYA	LO75 T5		1,166,100/-



424	SANDE ALEX	NAMINYA	LO87 L3		144,200/=
425	MADINA LOGOSE	NAMINYA	LO87 L2		358,800/=
426	MBATYA AMUZA	WABIKOKOMA	T3 L3		1,072,240/=
427	SEREMBA ERIMIYA	BULOBA	T 46		3,412,077/=
428	NABBALE JOWERIA	NAMINYA	LO 118		3,308,500/=
429	NABBALE JOWERIA	BULOBA	T 95		1,653,892/=
430	MBEETAH SIMON	BULOBA	T 146		1,814,572/=
431	MBEETAH SIMON	BULOBA	T47 L3		5,876,487/=
432	NANKYA VICTOR	MALINDI	T59 L1		4,984,200/=
433	KYESWA STEVEN	NAMINYA	132 T7		14,588,340/=
434	AKOTH GETRUDE	LUKAGA	LO13		4,051,450/=
435	KASOGA ANNET	MALINDI	T54	401,996/=	6,443,999/=
436	NABANJA SHIDA	MALINDI	T43		3,683,680/=
437	NAMUSISI LUKIYA	BULOBA	T34		1,768,845/=
438	MUTEBE CHARLES	NAMINYA	102 L1		11,461,287/=
438	SSENYONGA VICENT & MUKASA ROBERT	SESE	T1		38,432,975/=
439	KAMYA IBRAHIM	BULOBA	T32		2,034,500/=
440	SAMBWA SABASTIAN	WABIYINJA	T32		4,804,480/=
441	OJAMBO PETER (DAMAGE)	MALINDI	T117		4,032,600/=
442	KIYIMBA ADAM (DAMAGE)	MALINDI	T141		4,013,100/=
443	KANYARUGANO NORAH	WABIKOKOMA	T57		953,250/=
444	KAMYA YAKUB	MALINDI	T82		1,650,900/=
445	KASIMAGWA PAUL	LUKAGA	LO 30		3,819,725/=
446	RUPAPIRA SIRAJE	NAMINYA	T2		1,016,600/=
447	RUPAPIRA SIRAJE	NAMINYA	T1		4,655,625/=
448	NANTALE RUTH	WAGALA	T8		3,052,335/=
449	NAMUSISI LUKIYA	BULOBA	T. 56		4,247,875/=
450	NAMAKULA MWATUMU	MALINDI	T. 109	702,929/=	3,260,121/=
451	KIRIBAKI RAMAZAN	MALINDI	T 34		3,425,760/=
452	KATO HUSENI	KIKUBAMUTWE	LO32	284,250/=	5,821,000/=
453	MUKOSE SADAT	MALINDI	T 104		2,672,800/=
454	NAKATE AISHA	KIKUBAMUTWE	LO34		1,703,100/=
455	KAIMA MUHAMAD	KIKIBAMUTWE	611 - 030		10,965,500/=
456	SSERWANGA PATRICK	NAMINYA	055		5,031,715/=
457	LUTIMBA ANDREW	BULOBA	T 47 L7		1,581,905/=
458	LUTIMBA ANDREW	MALINDI	T 71		3,229,720/=
459	LUTIMBA ANDREW	MALINDI	T. 50		3,299,400/=
460	KINTU SARAH	MALINDI	T 122		9,285,900/=
461	NAJUMBA REHEMA	NAMINYA	603 - 112		4,799,340/=
462	BAGOOLE SHABAN	BULOBA	T 127		15,375,490/=
463	BAGOOLE SHABAN	MALINDI	T 25		9,311,900/=
464	ACHIENG RUTH	BULOBA	T 127 L1		10,484,500/=
465	ACHIENG RUTH	BULOBA	T 72		14,214,525/=
466	BANONA RASHIDA	KITO	T 6		4,501,256/=
467	DHATEMWA ISIMA	MALINDI	T 47		4,113,135/=
468	SADAT MUKOSE	MALINDI	T. 16		2,867,572/=



469	MUTESI AGNES	BULOBA	T52	270,931/=	3,856,775/
470	ACHIENG RUTH	KITO	T. 5		10,379,850/
471	KINTU TEOPISTA	WABIKOKOMA	T. 49		232,960/
472	KINTU TEOPISTA	MALINDI	T. 92		4,971,200/
473	NANSUBUGA HASIFA	BULOBA	T. 81		5,015,790/
474	NAKANDI RUTH	WAGALA	T. 21		34,201,570/
475	MWAJUMA MUTESI	MALINDI	T. 75		917,800/
476	MWAJUMA MUTESI	MALINDI	T. 37		244,920/
477	LYAZI SWAIBU	KITO	T. 52		8,201,700/
478	LYAZI SWAIBU	MALINDI	T. 87		1,622,400/
479	NAMPERA SILISITA	WAGALA	T14		3,791,780/
480	KAVUMA WILIAM	WASWA	T2		17,026,100/
481	NANSUBUGA HASIFA	MALINDI	T. 105		5,522,562/
482	SADAT MUKOSE	MALINDI	T. 88		7,999,680/
483	JAMAWA LUKOWE	MALINDI	T.23		5,434,000/
484	BAGOOLE SHABAN	WABIKOKOMA	T.5		4,596,475/
485	KIRIBAKI RASHID	MALINDI	T.22		3,020,420/
486	SADATI MUKOSE	NAMINYA	096		6,255,600/

#### AFFECTED RESIDENTS WITH HOUSE

NO	NAMES	VILLAGE	PLOT REF	AMOUNT PAID	BALANCE
487	NABUDERE SWAIBU X2	MALINDI	T27	24,392,250/=	164,762,62
488	NAYIGIZIKI SWAIBU	WAGALA	T15		38,177,23
489	MUTWALIBI TEZITA X3	MALINDI	T49	8,247,800/=	124,729,46
490	KAVUMA WILLIAM	WASULA	T1		43,305,60
491	KIBUKA TOM	MASIKO	T4		37,678,74
492	SEBASTIAN SAMBWA	LUKAGA	LO 18		35,247,71
493	ELEMYE JOEL	WABIYINJA	T6		38,556,95
494	MUKUNGU AMOS	WABIYINJA	T		117,746,84
495	OPADE VICENT	KIKUBAMUTWE	LO 29		37,083,97
496	ODUNGA MATHIAS	KUKAGA	LO 24		39,958,16
497	EVICALAZI KANYARUGANO	LUKAGA	LO 1		35,199,97
498	KASIMAGWA PAUL	MALINDI	T33		33,451,66
499	MULINSIKE HABIBU	MALINDI	T35		32,500,00
500	WASWA YONA	MALINDI	T22		33,475,00
501	NAKAZADDE JOSEPHINE	WAGALA	T4		34,078,91
502	SEMIKOLE MATIANZI	MASIKO	T1		42,568,41
503	ZALWANGO ROSE (GRAVES 2)	KITO	T24		47,784,01
504	KAYEMBA HERBERT	KITO	T23		44,969,71
505	OTWAN FRED (GRAVES) 11	MALINDI			43,500,00
506	BASOGA KASIM	MALINDI	T12		32,500,00
507	SERWADA ISA X2	NAMINYA			69,947,31
508	SSENYONJO JOSEPH X2	SESE	T2		69,805,01
509	NASANGA SEPALANT				32,500,00
510	KABUNGA JOHN (GRAVES 2)	WAGALA	T1		34,500,00



AFFECTED RESIDENTS WITH GRAVES					
511	LUPAPIRA SIRAJE	NAMINYA		1	11,000,000
512	NAMPERA SILISTA				1,000,000
513	KABUNGA JOHN				
514	TWAN FRED				
515	ZALWANGO ROSE				
AFFECTED RESIDENTS WITH FISH PONDS					
516	MUYINDA MUZAHAM	WABIYINJA	T 17		22,263,960
517	MUKUNGU AMOS X2				
518	POSIYANO WAIGULO & TWAHA KIRUNDA	WABIKOKOMA	T54 L3		7,961,560
AFFECTED RESIDENTS WITH SHRINE / SPIRITUAL SITES					
519	NANYANZI TEOPISTA	MASIKO	LO.1	-	
520	SEMIKOLE MATIANSI				

THE FOLLOWING THEIR LAND AND PROPERTIES HAVE ALREADY DEMORISHED AND OCCUPIED BY BUJAGALI PROJECT SINCE 1999-2000 BUT HAVE NOT BEEN COMPENSATED.

NO	NAMES	VILLAGE	PLOT AREA	AMOUNT PAID	BALANCE
521	AWUYO BENEFANCE ✓	KIKUBAMITWE	LO32	pd. 2011	
522	ADAM KIYINI ✓	KIKUBAMITWE	LO1		
523	SAMBULA SABASTIAN ✓	KIKUBAMITWE	LO30	pd. 2011	
	OPANDE VICENT ✓	KIKUBAMITWE	LO29	pd. 2011	
	AMORO JANE ✓	KIKUBAMITWE	LO27	pd. 2011	
524	KAIMA MUHAMADI ✓	KIKUBAMITWE	LO78		
525	OUKO KAROLI ✓	KIKUBAMITWE	LO25	pd. 2011	
	ODUNGU MATHIAS ✓	KIKUBAMITWE	LO24	pd. 2011	
526	NABAYUMYA ROBERT ✓	KIKUBAMITWE	LO23	pd. 2008	
527	OKERO PASAALI ✓	KIKUBAMITWE	LO77		
528	BUMAZI BARUGAMBIRE ✓	KIKUBAMITWE	LO71		
	TOM MPANDI ✓	KIKUBAMITWE	LO19		
529	PAMBA PATRICK ✓	KIKUBAMITWE	LO20	pd. 2008	
LAND OWNERS/TITLES					
530	NANYANZI TEOPISTA	MASIKO			
	NANYANZI TEOPISTA	WAGALA			
531	LUBEGA JOSEPH				
532	KAMULEGEYA ERIC				
534	LUMU JOHN	KITO			
535	SENYIMBA MICHEAL				
536	KAWOYA	SESE			
537	KIKOMEKO				
538	NKOYOYO SAM				



539	KAIMA MUHAMAD	KIKUBAMITWE	LO30		32,500,000/-
540	MIREMBE MARIAM	WAGALA	T39		3,085,260/-
541	BYAMUKAMA GODFREY	LUKAGA	LO25		2,727,400/-
542	LUBEGA JOSEPH	WAGALA	T5		
543	NDOOBOLI HAKIMU	KITO	T8		
544	NDOOBOLI HAKIMU	KITO	T18		
545	BYANDALA ABDUL ZAKE	BULOBA	T25		
546	BYANDALA ABDUL ZAKE	MALINDI	T105		
547	BYANDALA ABDUL ZAKE	MALINDI	T141		
548	KANYARUGANO RONALD	WABIYINJA			
549	MATO REBECCA	MALINDI	T4		
550	NANGOBI AMINA	MALINDI	T74		333,580/
551	NANGOBI SHAMIMU	MALINDI	T28		2,838,290/
552	NANGOBI AMINA	MALINDI	T60		593,937/
553	NANGOBI SHAMIMU	MALINDI	T10		3,744,162/
554	TABIIZA MARIAM	BULOBA			6,803,387/
555	MULINSIKE YAKUB	MALINDI	T81		805,350/
556	NANGOBI SHAMIMU	NAMINYA	LO134 T8		5,610,150/
557	NAKIBANDE JAMAWA	MALINDI			
	SUB TOTAL				4,212,472,003/

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Fax: 250031  
Telephone General: 342931/3  
Hon. Minister Direct: 259420  
Hon. Minister of State (Urban Devt): 236384  
Hon. Minister of State (Lands): 231020  
Hon. Minister of State (Housing): 349265  
Permanent Secretary: 230879  
Director Lands: 341875  
Under Secretary: 236359



THE REPUBLIC OF UGANDA

AND URBAN DEVELOPMENT  
P.O. BOX 7096 KAMPALA,  
UGANDA

SCHEDULE 5.

In any correspondence on  
this subject please quote No Ref: VAL/114/185/01

10<sup>th</sup> February, 2014

The Permanent Secretary  
Ministry of Energy and Mineral Development  
P.O. Box 7270,  
Kampala-Uganda,

**RE: REQUEST FOR A CERTIFIED COPY OF THE APPROVED AREA  
COMPENSATION RATES USED FOR 2006/2007 MUKONO  
DISTRICT**

Reference is made to your REF: ESD/141/232/03 dated 29<sup>th</sup> January, 2014  
requesting this office to avail you with a true certified copy of the approved  
Area Compensation Rates used for 2006/2007, Mukono District.

Please find attached herewith a true certified copy of the approved Area  
Compensation Rates used for 2006/2007, Mukono District.

Lucy Kabege  
For: PERMANENT SECRETARY

c.c The Managing Director  
Uganda Electricity Transmission Company Limited  
Kampala.

c.c Wagabaza & Co. Advocates/Solicitors,  
9<sup>th</sup> Floor, National Insurance Corporation Building.



SCHEDULE 6

*Chief Government Valuer* *13/2/14* *Chief Government Valuer* *1/1*

**APPROVED COMPENSATION RATES FOR MUKONO DISTRICT  
' FOR YEARS 2006/07**

*CGV per Jan 2014*

NO.	ITEM	ASSUMPTION	- SHS. PER CLUMP - SHS. PER TREE/PLANT - SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4,000M <sup>2</sup> )
<b>1.</b>	<b>Bananas</b>		<b>Per clump</b>	
(a)	Mature and good	Three plants per clump. One with a bunch, well mulched. Weed free, well pruned, soil and water conserved.	8,000	3,000,000
(b)	Mature and average	4 to 5 plants per clump, distorted spacing, localised sports of weed, disintegrated mulch, poorly maintained drainage and channels.	6,500	2,000,000
(c)	Mature and poor	Abandoned field. Over population and mixed cropping. Population per clump not easily determined.	1,000	450,000
(d)	Young and good	A promising crop, inter-cropped well spaced, significant costs for land preparations and sucker procurement and treatment	5,000	2,000,000
(e)	Young and poor	Abandoned, weed infected, poor spacing pests and disease infected	800	500,000
	<b>Cassava</b>		<b>Per plant</b>	
(a)	Young and good	Well spaced inter-cropped	1,000	800,000
(b)	Young and poor	Diseased, weed infested	500	400,000
<b>3</b>	<b>Robusta coffee</b>		<b>Per tree</b>	
(a)	Mature and good	Field green, disease and pest free, manured, soil and water conserved	5,000	2,000,000

*E. G. M.* *de* *de*



*Adhys 13/2/197* *Journal*

ITEM	ASSUMPTION	- SHS. PER CLUMP - SHS. PER TREE/PLANT - SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4,000M <sup>2</sup> )
Mature and average	Field half green yellow due to nitrogen deficiency, some degree of crop husbandry practiced.	5,000	1,500,000
Mature and Poor	Abandoned, weed infected umbrella like trees, population per acre not easily determined.	2,000	650,000
Young and good		4,000	1,000,000
Young and average	Less than 3 years old, cover crop got from seedlings	3,500	1,500,000
Young and poor		1,000	450,000
<b>Clonal coffee</b>		<b>Per tree</b>	
Mature and good	Above 2.5 years, well managed, spaced at 10' x 10', about 8kg per plant per year (Acre 450 trees)	10,000	3,500,000
Mature and average	Above 2.5 years not well managed, signs of nutrient deficiency, about 5 kg per plant per year	1,000	3,000,000
Poor	Above 2.5 years weed infected with nutritional deficiency, neglected.	3,500	1,500,000
d) Young and good		8,000	3,000,000
e) Young and poor		2,000	900,000
<b>Sweet potatoes</b>		<b>Per M<sup>2</sup></b>	
i) Young and good	Pests and disease free, good soil	400	250,000
o) Young and average		150	250,000
e) Young and poor		100	200,000 = 150,000

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ITEM	ASSUMPTION	- SHS. PER CLUMP - SHS. PER TREE/PLANT - SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4,000M <sup>2</sup> )
Young and poor	Pests and disease free, good soil expected yield 3 kg per m <sup>2</sup> 4000 mounds an acre	100	150,000
<b>Irish potatoes</b>		<b>Per M<sup>2</sup></b>	
Young and good		200	400,000
Poor and mature	Disease, poor soils, and agronomy		300,000
Young and poor		300	250,000
<b>round nuts</b>		<b>Per M<sup>2</sup></b>	
Young and average		150	600,000
Young and poor		100	300,000
<b>Maize</b>			
Poor and young		50	200,000
Young and good		100	300,000
<b>Yams (Mayuni) Balugu/Endagu</b>		<b>Per plant</b>	
a) Mature and good juni	4000 plants an acre	300	
b) Young and good Juni	Well managed	200	
c) Young and average		150 ✓	
d) Mature and poor juni		120	
e) Young and poor		150	
f) Balugu good and mature		5,000	
(g) Balugu young and poor		2,000	
(h) Balugu young and good		3,000	
(i) Balugu young and poor		1,000	
(j) Endagu-mature		500	
(k) Endagu mature and poor		200	
(l) Endagu young and good		300	
(m) Endagu young and		200	

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Average 13/2/14

	poor			
	<b>Sorghum</b>		<b>Per M<sup>2</sup></b>	
	Young and average		160	250,000
	Young and poor		60	200,000
	<b>Cotton</b>		<b>Per M<sup>2</sup></b>	
	Mature and good		600	
	Mature and average		450	
	Mature and poor		150	
	Young and good		240	
	Young and average		200	
	Young and poor		60	
	Young and good	Pest free, weed high quality limit expected yield 100kg per acre.	500	400,000
	Young and poor	Weedy, pest infected	200	100,000
	<b>Millet</b>		<b>Per M<sup>2</sup></b>	
	Young and good		300	300,000
	Young and average		250	250,000
	Young and poor		90	200,000
	<b>Beans</b>		<b>Per M<sup>2</sup></b>	
	Young and good		150	300,000
	Young and average		100	200,000
	Young and poor		50	100,000
	<b>Cabbage/Cauli flower</b>		<b>Per plant</b>	
a)	Young and average		100	200,000
b)	Young and good		200	400,000
c)	Young and poor	Pest infested, poor spacing	50	
	<b>Tomatoes</b>		<b>Per plant</b>	
a)	Improved variety Mature and good	Well spaced (90x45) cm weed free, staked and sprayed	1,500	600,000
b)	Mature and average (improved)		1,500	600,000
c)	Mature and poor		200	450,000
d)	Mature and good		800	
e)	Young and poor		300	
f)	Good and young (improved)		1000	
(ii)	Local variety	4,000 plants per acre	1000	

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Average 12/2/14

No.	ITERM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
16	Green vegetables		Per M <sup>2</sup>	
(a)	Mature and good		600	
17	Jackfruit		Per tree	
(a)	Mature and good		50,000	
(b)	Mature and average		40,000	
(c)	Mature and poor		20,000	
(d)	Young (over 6 months old)		15,000	
(e)	Young (4 to months old)		10,000	
(f)	Young (1 to 4 months old)		5,000	
	Pineapples		Per plant	
(a)	Mature and good	About 15,000 plant per acre Double row spacing with coffee husks clean vigorous suckers	1000	1,500,000
(b)	Sucker and poor		600	900,000
(c)	Mature and average		700	750,000
(d)	Mature and poor		300	400,000
19	Rice		Per M <sup>2</sup>	
(a)	Young and good		700	600,000
(b)	Young and average		600	400,000
(c)	Young and poor		80	300,000
20	Sugarcane		Per cluster/plant	
(a)	Mature and good for chewing		2000	
(b)	Mature and poor		800	
(c)	Mature and average		1200	1,800,000
(d)	Young and good			2,000,000
(e)	Young and just planted		450	1,200,000
21	Mango Tree		Per Tree	
(a)	Mature and good		60,000	
(b)	Mature and poor		30,000	
(c)	Average and yielding		45,000	

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No.	ITEM	ASSUMPTION	SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	ACRE (4000 M <sup>2</sup> )
d)	Young (over 4 months old)		15,000	
e)	Young (1-4 months old)		15,000	
f)	Young (below 1 month old)		10,000	
22	<b>Pawpaw</b>		<b>Per plant</b>	
	Mature and good		15,000	
(b)	Mature and average		12,000	
( )	Mature and poor		10,000	
( )	Young and good		8,000	
( )	Young and poor		4,500	
(f)	Young (below 1 month old)		1,500	
23	<b>Pumpkin</b>		<b>Per plant</b>	
(-)	Mature and good yielding		8,000	
( )	Poor and young		1,000	
(c)	Mature and average		4,000	
(d)	Mature and poor		1,000	
( )	Young and good		3,000	
24	<b>Kobe</b>		<b>Per plant</b>	
	Mature		5,000	
	Young		3,000	
5	<b>Simsim</b>		<b>Per M<sup>2</sup></b>	
(a)	Young and good		900	400,000
(b)	Young and poor		500	200,000
26	<b>Pigeon peas (Nkolimbo)</b>		<b>Per plant</b>	
(a)	Young		1000	200,000
7	<b>Lima peas (Mpokya)</b>			
(a)	Young		1,000	200,000




Age 17/2/14

No.	ITEM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
28	Field peacc (Kawo)		Per M <sup>2</sup>	
(a)	Young		500	300,000
29	Cow peas		Per M <sup>2</sup>	
(a)	Mature and good			200,000
(b)	Young and average			150,000
(c)	Young and good			100,000
30	Soya beans		Per M <sup>2</sup>	
(a)	Young and good		500	300,000
(b)	Young and poor		60	100,000
31	Tea		Per plant	
(a)	Mature and good			4,000,000
(b)	Young and good			2,000,000
(c)	Mature and average			2,000,000
32	Ntul@Egg plant			
(a)	Mature		1500	
(b)	Young		750	
33	Citrus tress (Orange/ Lemon & Tangerine)		Per tree	
(a)	Mature and good		30,000	
(b)	Average and mature		20,000	
(c)	Young and good		15,000	
(d)	Poor and mature		10,000	
(e)	Young and poor		2,000	
34	Nsali & Guava		Per plant	
(a)	Mature		12,000	
(b)	Young		6,000	
35	Avocado		Per plant	
(a)	Mature and good		50,000	
(b)	Average and mature		40,000	
(c)	Mature and poor		20,000	
(d)	Young		10,000	

Page 13/2/14

NO.	ITEM	ASSUMPTION	- SHS. PER CLUMP - SI-S. PER TREE/PLANT - SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4,000M <sup>2</sup> )
6	Passion fruits			
36 a	Exotic Breed			
a)	Mature and good		30,000	
b)	Average and yielding		20,000	
c)	Young and poor		5,000	
d)	Young (1-6 months old)		2,000	
36 b	Local Breed			
a)	Mature and good		20,000	
b)	Average yielding		10,000	
c)	Young and poor		3000	
d)	Young (1-6 months old)		5000	
36 c	Hard cover		Per plant	
a)	Mature and good		15,000	
b)	Mature and poor		10,000	
37	Vanilla			
a)	Mature and good		15,000	
b)	Mature and average		5000	
c)	Mature and poor		3,500	
d)	Young (over 4 months old)		5,000	
e)	Young (below 4 months old)		3,000	
8	Cocoa			
a)	Mature and good		15,000	
b)	Mature and average		10,000	
c)	Mature and poor		5,000	
d)	Young		10,000	
e)	Young (over 4 months old)		15,000	
f)	Young (1 to 4 months old)		5,000	
g)	Young (below 1 month)		2,000	
	Chillies (Kamulali)		Per plant	

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No.	ITEM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
3	Chilies (Kamulali)		Per plant	
(a)	Mature		1000	
(b)	Young		200	
40	Castor oil plant		Per plant	
(a)	Mature		500	
(b)	Young		200	
	<b>Ornamental trees</b>		<b>Per plant</b>	
(a)	Mature		5,000	
(b)	Young		3,000	
42	Flowers/Grasses		Per plant/M <sup>2</sup>	
(a)	Rose flower		1000	
(b)	Other flowers		1000	
43	<b>Muwafu</b>		<b>Per plant</b>	
(a)	Mature 60 cm diameter and above (Canoe type)		40,000	
(b)	Young below 60 cm diameter (UEB-pole. Telephone pole)		3,000	
(c)	Pole size and below		3,000	
(d)	Young (1 to 6 months old)		500	
44	<b>Sisal</b>			
(a)	Mature		3,000	
(b)	Young		500	
	<b>Jambula</b>		<b>Per tree</b>	
(a)	Mature and good		30,000	
(b)	Average and mature		20,000	
(c)	Young		10000	
46	<b>Tobacco</b>		<b>Per tree</b>	
(a)	Mature		3,000	
(b)	Young		1,800	
47	<b>Rubber tree</b>			
(a)	60cm diameter & above		20,000	






13/2/19

No.	ITEM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
(b)	Pole size and below		10,000	
(c)	Young (1 to 6 months old)		3,000	
48	<b>Timber trees (1<sup>st</sup> class)</b> Muvule, Mahogany, Nkoba, Nziangu, Nkalati, Mukusu, Mpewere, Nongo, Mugavu, Mumuli, Mukebo		Per tree	
(a)	60cm diameter & above		80,000	
(b)	Below 60cm on (UEB size) diameter (Medium)	Average	45,000	
(c)	Pole size and below		30,000	
(d)	Young (1-6 months old)		5,000	
49	<b>Timber trees (2<sup>nd</sup> class)</b> Musizi, Pine (for match sticks), cypress		Per tree	
(a)	60cm diameter & above (Canoe)		60,000	
(b)	Below 60cm diameter (UEB)	Average	40,000	
(c)	Pole size and below (Telephone size)		10,000	
(d)	Small and young		5,000	
49 i	<b>Eucalyptus</b>		Per tree	
(a)	Pole size		8,000	
(b)	Young (over 6 months old)		5,000	
(c)	Young (4 to 6 months old)		500	
(d)	Young (below 4 months to 1 month old)		500	
(e)	Young (below 1 month old)		200	

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no.	ITEM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
9 ii.	Cypress/coniferous trees		Per tree	
(i)	Young (over 4 months old)		8,000	
(b)	Young (1 to 4 months old)		6,000	
(c)	Young (below 1 month old)		3,000	
50	Young 3 <sup>rd</sup> class timber trees, Timber trees (3 <sup>rd</sup> class) Lunaba, Kirundu Mutuba, Mukunyu, Mukokowe, Terminalia, Causalina, Grevelia, Mubajangalabi, Nkago		Per tree	
(i)	60cm diameter and above (Canoe type)		80,000	
(j)	Below 60cm diameter (UEB size)		45,000	
(c)	Pole size and below	YOUNG	30,000	
1	Bush trees			
(a)	Big		5,000	
(j)	Medium		3,000	
(c)	Small		2,000	
2		OTHERS		
a.	Mulberry tree	1,200 trees per acre	Per tree	
(i)	Good		5,000	
(ii)	Poor		2,000	
(ii)	1 to 6 months		1,000	
(b)	Bamboo	Cluster	4,000	
(j)	Palms	Cluster	Per 4,000	
(d)	Herbs	Cluster	per 2,000	

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No.	ITEM	ASSUMPTION	SHS. PER CLUMP SHS. PER TREE/PLANT SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4000 M <sup>2</sup> )
(c)	<b>Sponges (Kyangwe)</b>		<b>Per plant</b>	
(i)	Mature		1500	
(ii)	Young		600	
(f)	<b>Live hedge (All types)</b>		<b>Per meter-run</b>	
			4000	
(g)	<b>Bilowa/oluwanyi</b>	Only if used as a hedge/fence	<b>Per meter-run</b>	
			2000	
53	<b>Bambara nuts</b>		<b>Per M<sup>2</sup></b>	
(a)	Good and mature	Well spaced maintained	1,000	
(b)	Average and mature		500	
(c)	Young		100	
54	<b>Carrots</b>		<b>Per M<sup>2</sup></b>	
	Mature and good		1,500	
	Mature and poor		1,000	
	Young and good		500	
	Young and poor		150	
55	<b>Binzali/Ginger</b>		<b>Per M<sup>2</sup></b>	
(a)	Mature and good		500	
(b)	Mature and poor		300	
(c)	young		200	
56	<b>Water melon</b>		<b>Per stool</b>	
(a)	Mature and good		5000	
(b)	Mature and average		3000	
(c)	Mature and poor		2000	
	Young and good		1000	
	Young and poor		500	
(f)	seedling		300 per seedling	
57	<b>Cucumber</b>		<b>Per plant</b>	
(a)	Young and good	Right spacing, good germination	300	
(b)	Young and poor	Right spacing poorly managed	100	
(c)	Mature and good	Weed free, big fruits	500	
(d)	Mature and poor	Weed present, small fruits	200	

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58	Moringa		Per tree	
(a)	Mature and good		20,000	
(b)	Mature and average		15,000	
(c)	Mature and poor		10,000	
(d)	Young (over 6 months old)		6,000	
(e)	Young (4-6 months old)		3,000	
(f)	Young (seedling to 4 months old)		1,000	
<b>BUILDINGS</b>				
	Depreciation is as follows:			
	Fair condition	25%		
	Poor	50%		
	Very poor	70%		
	M/W	MUD AND wattle walls		
	G.C.I	Galvanized corrugated iron sheets		
	M <sup>2</sup>	Square meters		
	M <sup>3</sup>	Cubic meters		
A	<b>Temporary</b>		Per M <sup>2</sup>	
(i)	Grass thatched roof/rough mud and wall/earth floor		20,000	
(ii)	Grass thatched roof/smooth mud and wall/earth floor		30,000	
(iii)	Grass thatched roof/plastered mud and wattle/ earth floor		35,000	
	Busisira/Bee hive type		30,000 per Unit	
C.	<b>Semi Permanent</b>		Per M <sup>2</sup>	
(i)	G.C.I/Rough mud and wattle walls/earth floor		30,000	
(ii)	G.C.I/Smooth mud and walls/earth floor		35,000	
(iii)	G.C.I/Smooth mud wattle wall/cement floor		40,000	
(iv)	G.C.I plastered mud and wattle/rough floor		45,000	




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	With rammed earth		50,000	
(v)	G.C.I unburnt brick walls/earth floor (unplastered)		40,000	
<b>OTHER STRUCTURES</b>				
1	<b>Pit latrine</b>	<b>Assumption</b>	<b>SHS</b>	
(a)	Structure to be compensated as per building above		3,000 per foot of the unfilled depth	
(b)	If the pit is uncovered estimate the number of stances to be got from it.		5000 per foot depth per stance	
2	<b>Graves</b>		<b>Per Unit</b>	
(a)	Earth		100,000	
(b)	Cemented		300,000	
(c)	Glazed (Tiles)		450,000	
	<b>Plate racks</b>		<b>Per Unit</b>	
(a)	Reeds		3,000	
(b)	G.C.I		16,000	
(c)	Wire mesh		10,000	
4	<b>granary</b>		<b>Per Unit</b>	
(a)	Small		50,000	
(b)	Medium		70,000	
(c)	Big		100,000	
(d)	Local materials		15,000	
5	<b>Bath enclosures</b>			
(a)	Grass thatched		3000	
(b)	Debbe type		5000	
(c)	Batti type		5000	
(d)	Reeds		3000	
	<b>Coffee drying table</b>		<b>Per M<sup>2</sup></b>	
(a)	Cemented		10,000	
	Wooden/wire mesh		15,000	
	<b>Fences</b>			
(a)	Barbed wire on bush poles		500/= meter-run	
(b)	Barbed wire in treated poles		1000/= meter-run	
	Cattle enclosure murrum		As assess fences	
			500 per M <sup>3</sup>	



Chick 15 Aug 13/2/14

ITEM	ASSUMPTION	- SHS. PER CLUMP - SHS. PER TREE/PLANT - SHS. PER UNIT M <sup>2</sup>	SHS. PER ACRE (4,000M <sup>2</sup> )
Fish pond	Per M <sup>2</sup>		
Intensive	3 fish	18,000/ M <sup>2</sup>	
Semi intensive	2 fish	15,000/ M <sup>2</sup>	
Extensive	1 fish	10,000/ M <sup>2</sup>	
<b>DISTURBANCE ALLOWANCE</b> (To be added to the computed compensation)			
6 months or more quit notice		15%	
6 months or less quit notice		30%	

For and on behalf of Mukono District Land Board,  
November 2006

A. W. B. KANYIKI  
CHAIRMAN DISTRICT LAND BOARD

MARTIN BBUYE  
AG. HEAD OF DISTRICT L  
MANAGEMENT DEPARTM

*(Handwritten signatures and initials)*



Sub 157

**east african consulting  
surveyors & valuers**  
(CHARTERED SURVEYORS)



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R.I. MUNGATI, Msc. (FI) City Univ. London B.Sc. (Est Man) Birmingham B.A. (MUK). R.S.U.

Florence's  
Copy -

3<sup>rd</sup> March 2011

The Chief Government Valuer  
Ministry Of Lands Housing and Urban development  
P.O Box 7061  
Kampala  
Uganda.

For the attention of Moses Magala

Dear Sir,

**RE: Status of Implementation of Land Acquisition for the Bujagali Interconnection  
Project Survey and Valuation Report**

You will recall that as at 20<sup>th</sup> August 2010, The Chief Government Valuer (CGV) had approved a total of UgShs.17,849,416,430/= (Uganda Shillings Seventeen Billion Eight Hundred Forty Nine Million, Four Hundred Sixteen Thousand Four Hundred Thirty Only) including disturbance allowance at 15%, towards the above mentioned project. *(The figure above includes extra land take at Kawanda Substation and the Mutundwe substation line clean up).*

*A history of approvals summarized:*

- August –December 2006 Inspections for the T Line begin
- May 2008 the CGV approves the report in Two (2) parts.
- December 2009 a review of grievances is carried out and approved
- May –June 2010 a review of 19 tower sites was undertaken and approved by the CGV in the environs of Mutundwe and Kawanda.

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**MASAKA  
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1st Floor Room 27  
0772 - 523 613

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*Handwritten signature*





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- *July 2010 – Assessment of new land take at Maganjo, Tula and Lusanja approved by CGV.*
- *August 2010 – approval of further new land take by the CGV in the environs of Mutundwe and Kawanda.*
- *August 2010 – approval of review of 33 cases of complainants on the original T-Line.*

*To date the implementation of the project has dragged with the need to review the following which are valuation issues:*

- *There are areas that have seen a dramatic change in land use patterns notably in Kira town council environs.*
  - *There is need to reconsider land value patterns in these areas and the diminution applicable therein for example if an area is now urban adopts the higher rate of diminution.*
  - *The Client has requested that all the land at Kawanda and Mutundwe is full land take and as such the correct diminution rate applicable is 100% not 60-80% which was applied in some cases in Mutundwe.*
- *The principle of zoning can produce skewed results; there are several cases where the boundary of a village/zone/land value change has a tower standing on either side of the boundary.*
  - *There is a need to isolate such cases and smoothen the change in land values for example where a tower has two legs in one zone, and two in another zone, the higher land rate should prevail over the space of a maximum of 15meters.*
  - *The bulk of the review is being done within the framework of land values below:*

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R.I. MUNGATI, Msc. (FI) City Univ. London B.Sc. (Est Man) Birmingham B.A. (MUK). R.S.U.

## Land Value Patterns

VILLAGE	Value per acre as used in the valuation in 2006 Ugshs.	Value per acre as used in the valuation in 2008/9 Ugshs.	Proposed Value per acre as used in the valuation in 2011 Ugshs	District/ Local Authority	comments	Classification
KITAWULUZI	64,000,000	70,000,000	100,000,000/ 120,000,000	KAMPALA CITY COUNCIL		URBAN
MBAWO	64,000,000	70,000,000	100,000,000/ 120,000,000	KAMPALA CITY COUNCIL		URBAN
MIREMBE	50,000,000	55,000,000	80,000,000-120,000,000	KAMPALA CITY COUNCIL		URBAN
KIGWANYA	48,000,000	50,000,000	60,000,000	KAMPALA CITY COUNCIL		URBAN
BULENGA	48,000,000	50,000,000	60,000,000	WAKISO DISTRICT		URBAN
NAKUWADDE	48,000,000	50,000,000	60,000,000	WAKISO DISTRICT		URBAN
GGANDA	48,000,000	50,000,000	50,000,000	WAKISO DISTRICT		URBAN
NANSANA WEST II	40,000,000	50,000,000	100,000,000	NANSANA TOWN		URBAN
NANSANA EAST II	4,000,000	50,000,000	100,000,000	NANSANA TOWN		URBAN
KIBWA	35,000,000	40,000,000	50,000,000	NANSANA TOWN		URBAN
KATOOKE	36,000,000	40,000,000	50,000,000	NANSANA TOWN		URBAN
WAMALA	36,000,000	40,000,000	50,000,000	NANSANA TOWN		URBAN
KISIMU	36,000,000	40,000,000	50,000,000	NANSANA TOWN		URBAN
INSTITUTE	48,000,000	50,000,000	50,000,000	WAKISO DISTRICT		RURAL
NAKYESANJE	48,000,000	60,000,000	75,000,000	WAKISO DISTRICT		RURAL
MAGANJO	44,000,000	60,000,000	40,000,000/ 60,000,000	WAKISO DISTRICT	40m was adopted for swamp land	RURAL
KABAGANDA	44,000,000	60,000,000	60,000,000	WAKISO DISTRICT		RURAL
LUSANJA	44,000,000	60,000,000	40,000,000/ 60,000,000	WAKISO DISTRICT	40m was adopted for swamp land	RURAL
KITETIKA	56,000,000	80,000,000	100,000,000	KAMPALA CITY COUNCIL		URBAN
KOMAMBOGA	52,000,000	80,000,000	100,000,000	KAMPALA CITY COUNCIL		URBAN
WALUFUMBE	44,000,000	80,000,000	100,000,000	KAMPALA CITY COUNCIL		URBAN
NAZARETH	40,000,000	80,000,000	80,000,000	KAMPALA CITY COUNCIL		URBAN
KUNGU	40,000,000	80,000,000	100,000,000	WAKISO DISTRICT		RURAL
BUWATE	40,000,000	80,000,000	120,000,000	KIRA TOWN COUNCIL		URBAN
KIRA	36,000,000	80,000,000	100,000,000-150,000,000	KIRA TOWN COUNCIL	The 120m was used for one stakeholder because of proximity to the road, and neighborhood developments by jomayi estate.	URBAN
MULAWA	32,000,000	80,000,000	100,000,000	KIRA TOWN COUNCIL		URBAN
NSASA	10,000,000	35,000,000	80,000,000/ 60,000,000	WAKISO DISTRICT	the figures were revised due to presence of Akright projects' estate	RURAL
NABUSUGWE	8,000,000	10,000,000	30,000,000	MUKONO DISTRICT		RURAL
NATONKO	8,000,000	10,000,000	15,000,000	MUKONO DISTRICT		RURAL
NAMWEZI	8,000,000	10,000,000	35,000,000/ 60,000,000	MUKONO DISTRICT	the figures were revised due to presence of Jomayi estate and proof of recent sales	RURAL
JOGO	8,000,000	10,000,000	..... 15,000,000	MUKONO DISTRICT		RURAL
NYENJE	12,000,000	15,000,000	15,000,000	MUKONO DISTRICT		RURAL
NKOKI	12,000,000	15,000,000	15,000,000	MUKONO DISTRICT		RURAL
NSANYU	12,000,000	15,000,000	15,000,000	MUKONO DISTRICT		RURAL
LUKOJO	12,000,000	15,000,000	15,000,000	MUKONO DISTRICT		RURAL
NAMA	12,000,000	15,000,000	20,000,000	MUKONO DISTRICT		RURAL
BUYUKI	12,000,000	15,000,000	15,000,000	MUKONO DISTRICT		RURAL
LUWUNGA	7,000,000	12,000,000	12,000,000	MUKONO DISTRICT		RURAL
WAKISO	7,000,000	12,000,000	20,000,000	MUKONO DISTRICT		RURAL
WABUNUUNU	4,500,000	7,000,000	8,000,000	MUKONO DISTRICT		RURAL

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*This is to request your office to review 79 cases and APPROVE the amended figures therein as being the new figures for the listed Paps as at 31<sup>st</sup> January 2011, if UETCL management needs to pay above these figures, they will need to make an executive decision and provide accountability, the above pattern we are requesting for approval is in line with the initially approved methodology.*



Yours sincerely,  
Richard Ivan Nangalama Mungati  
**For EA Consulting Surveyors and Valuers**

- Cc : The Prime Minister of Uganda
- Cc : UETCL
- Cc : BEL

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VILLAGE	Value per acre as used in the valuation in 2006 Ugshs.	Value per acre as used in the valuation in 2008/9 Ugshs.	Proposed Value per acre as used in the valuation in 2011 Ugshs	District/ Local Authority	comments	Classification
KANYOGOGA	3,000,000	6,500,000	8,000,000	MUKONO DISTRICT		RURAL
MAGADA	3,000,000	6,500,000	8,000,000	MUKONO DISTRICT		RURAL
NDEEBA	3,000,000	6,500,000	8,000,000	MUKONO DISTRICT		RURAL
WAGALA	3,000,000	6,500,000	8,000,000	MUKONO DISTRICT		RURAL
MASIKO	3,000,000	6,500,000	8,000,000	MUKONO DISTRICT		RURAL
KITO	3,000,000	4,000,000	8,000,000	MUKONO DISTRICT		RURAL
WASSWA	2,500,000	4,500,000	8,000,000	MUKONO DISTRICT		RURAL
WABIYINJA	2,500,000	4,500,000	8,000,000	MUKONO DISTRICT		RURAL
WABIJOKOMA	2,500,000	6,000,000	8,000,000	MUKONO DISTRICT		RURAL
LUKAAGA	2,500,000	6,000,000	10,000,000	MUKONO DISTRICT		RURAL
KIKUBAMUTWE	2,500,000	6,000,000	10,000,000	MUKONO DISTRICT		RURAL
MALINDI	2,500,000	6,000,000	15,000,000	MUKONO DISTRICT		RURAL
BULOBA	2,500,000	6,000,000	10,000,000	MUKONO DISTRICT		RURAL
NAMINYA	2,500,000	6,000,000	15,000,000	MUKONO DISTRICT		RURAL
BUJOWALI	2,500,000	6,000,000	10,000,000	MUKONO DISTRICT		RURAL
SSESE	2,500,000	4,000,000	6,000,000	MUKONO DISTRICT		RURAL

*Approved*  
*E. Mungati* 4/2/11.

- It is generally accepted that the jurisdiction of wetlands is in the hands of NEMA and the approved valuation has tended to respect this rule, however where a PAP holds a title, there is need to recognize this and amend the values so as to acquire the interest in the title
  - Cases in areas treated as wetlands but holding titles need to be compensated.
- Nullification of claims previously approved
  - There are several claims initially inspected that have been nullified for various reasons including rejection by the grievances resolution committees ( a mechanism set up in the RAP) we need to officially nullify these cases through you office to avoid future claims due to lack of backing paper work in treasury showing nullification.
- Injurious affection
  - These have been forwarded under separate cover to your office for resolution.

At a meeting held in your office Tuesday 1<sup>st</sup> March 2011, you requested for all cases outstanding.

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*E. Mungati*

*JV*  
*[Signature]*



**Schedule 8: TIMBER CLASSES, CATEGORIES, RATES**

UETCL / 557 agreed application	CGV classification	CGV Rate
<b>1st Class</b>		
Mature Good	60cm and above	80,000
Mature, Mature Fair, Mature Poor	Below 60cm	45,000
Average, Average Good, Average Fair, Average Poor	Pole size and below	30,000
Young	1-6 months	5,000
<b>2nd Class</b>		
Mature Good	60cm and above	60,000
Mature, Mature Fair, Mature Poor	Below 60cm	40,000
Average, Average Good, Average Fair, Average Poor	Pole size and below	10,000
Young	1-6 months	5,000
<b>3rd Class</b>		
Mature Good	60cm and above	80,000
Mature, Mature Fair, Mature Poor	Below 60cm	45,000
Average, Average Good, Average Fair, Average Poor	Pole size and below	30,000
Young	1-6 months	5,000

*du*

*Elmad*

*[Signature]*

*[Signature]*

## Schedule 9: Terms of Reference for Disclosure and Payment of compensation

### 1 Disclosure

In accordance with the final Settlement, complainants will attend individual Disclosure Sessions with UETCL at three locations in the field over three consecutive weeks during the month of May 2015 (see below). Complainants will be encouraged to attend during this time in order to expedite the implementation of the Final Settlement.

#### 1.1 Dates and locations

Disclosure will take place in the following locations:

Date during May 2015	Village / location	Notes
To be notified before end March	Malindi / Naminya	5 consecutive days
To be notified before end March	Mabira Forest: Kito /Wagala	5 consecutive days
To be notified before end March	UETCL Jinja Office	5 consecutive days

#### 1.2 Communication

UETCL will notify the 557 representatives and CAO before the end of March of a detailed schedule and immediately thereafter to all the complainants.

The representatives to the mediation process will assist UETCL in disseminating the above schedule to the relevant complainants through individual phone contacts and community meetings.

#### 1.3 Information and documentation available to complainants

Each complainant will be given access to his/her file to verify assessment and calculation of compensation offered to them by UETCL. The CGV approved rates for land, crops and structures will be available to the complainants for verification.

Complainants must present some form of identification, at least an LC Card for Disclosure to take place.

#### 1.4 Acceptance of compensation

Complainants who accept the compensation offered on a specific plot will sign his or her acceptance of the sum in full and final settlement of the claim, countersigned by the Disclosing Officer. Complainants will be given their own copy of the signed summary of compensation payable in accordance with the following procedure:

- i) cash for sums up to UGX 500 000;
- ii) cheque for sums over UGX 500 000 but less than twenty million;
- iii) EFT for sums greater than twenty million.

Where a complainant has several claims / compensation due, payments will be combined.

#### 1.5 Alternative dates / venues

Complainants who do not attend Disclosure on these dates must attend a local UETCL office as soon as possible after these dates, but they run the risk of their file not being immediately available and a possible delay in payment.

#### 1.6 Deceased complainants

In the event of the complainant being deceased, heirs may present the following documents to UETCL at time of Disclosure:

Landowners: Land Title and Letters of Administration





Tenants / Licensees: Letters of Administration OR  
Death Certificate PLUS  
Letters/Minutes of family meeting signed by families OR  
Letter from LC1 and LC3

### **1.7 Errors and omissions**

Any errors or omissions in calculation of compensation identified by the complainant or UETCL must be reported at time of Disclosure. UETCL will record the claim. Where claims are found to be valid, UETCL will revise the compensation and re-Disclose this within 10 working days and, where accepted, paid within a further two calendar months.

## **2 Schedule of Payment of compensation**

### **2.1 Date**

UETCL will draw up a schedule for payments and communicate this to the complainants at the time of Disclosure.

## **3 CAO Monitoring**

In accordance with their Operational Guidelines, CAO will monitor implementation of the Settlement under Terms of Reference which will be drawn up and circulated within 10 working days of signature of a final Settlement. In outline, the ToR will include the following activities:

### **3.1 Communication**

CAO will ask to be copied in on any communication between the parties relating to implementation of the Agreement.

### **3.2 Meeting with the parties**

CAO will request regular but appropriate interaction and meetings with the parties and their representatives. This provides CAO an opportunity to assist in maintaining momentum in implementation of the Settlement and also provides the parties with an opportunity to raise any concerns as the process unfolds.

### **3.3 Field visits**

#### **3.2.1 Disclosure and payment**

CAO will be present at the time of Disclosure and Payment at any location. Parties are requested to allow CAO full access to documentation, databases, staff and complainants throughout the processes.

#### **3.2.2 Community meetings**

CAO will hold meetings with the complainants during the course of Implementation to discuss the process and listen to any concerns, which will be passed on to the representatives and UETCL as relevant. Both representatives and UETCL will be advised of the meetings in advance and will be welcome to attend.

### **3.3 CAO available to assist**

In line with the Settlement agreement, parties will advise each other and CAO of any events or concerns which impact on the successful implementation of the Settlement. CAO will remain available to all the parties to facilitate any discussions so as to maintain effective and satisfactory implementation.

### **3.4 Completion of implementation**

CAO will invite all complainants to a series of closure meetings to give complainants the opportunity to comment on the CAO process and implementation of the Settlement. Their feedback will contribute to the CAO Final Report on the process.

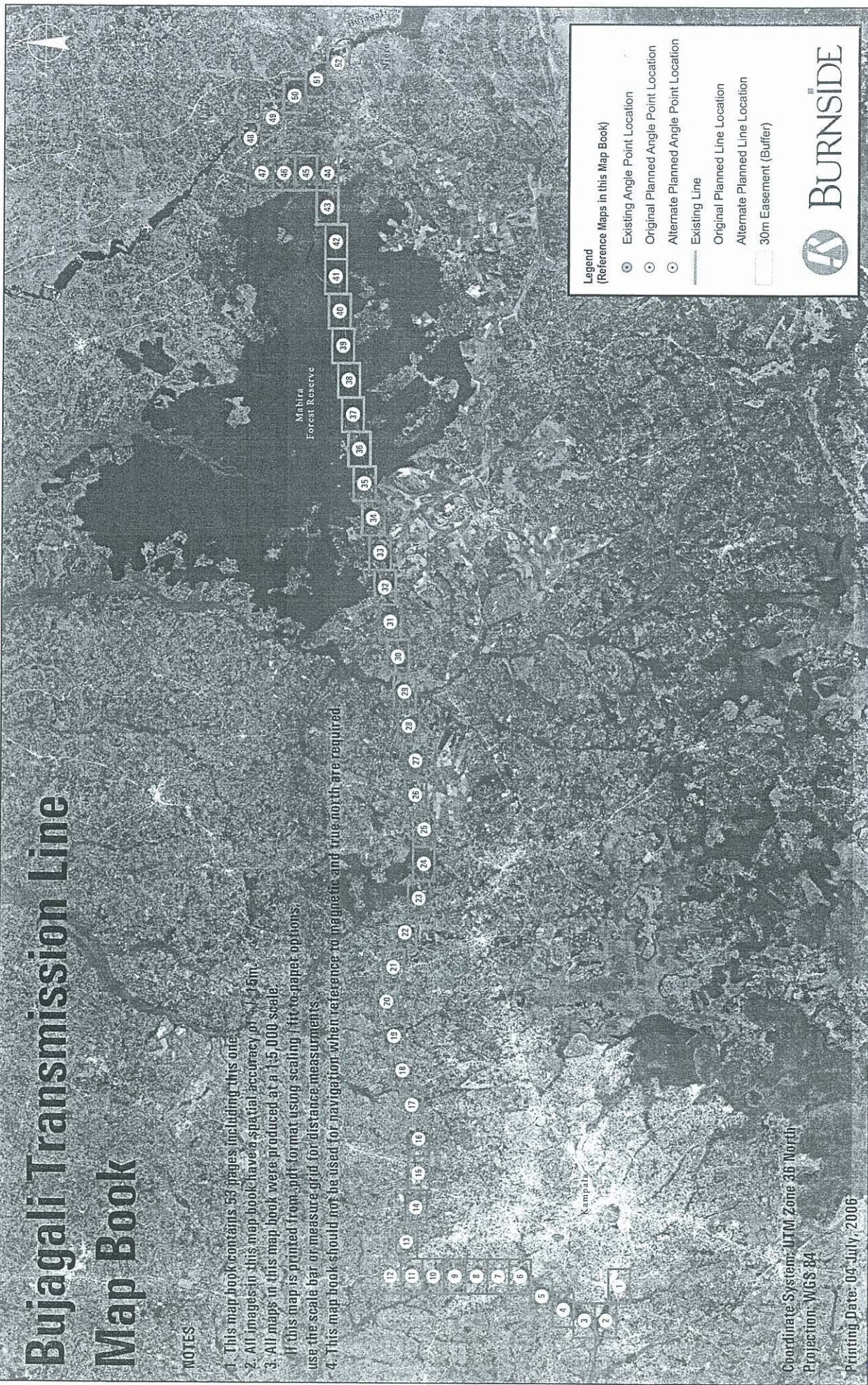
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# Bujagali Transmission Line Map Book


### NOTES

1. This map book contains 53 pages including this one.
2. All images in this map book have a spatial accuracy of +/- 1m.
3. All maps in this map book were produced at a 1:5,000 scale.  
If this map is printed from pdf format using scaling / fit to paper options, use the scale bar or measure grid for distance measurements.
4. This map book should not be used for navigation when reference to magnetic and true north are required.



**Legend**  
(Reference Maps in this Map Book)

- ⊙ Existing Angle Point Location
- ⊙ Original Planned Angle Point Location
- ⊙ Alternate Planned Angle Point Location
- Existing Line
- Original Planned Line Location
- Alternate Planned Line Location
- 30m Easement (Buffer)



**BURNSIDE**

Coordinate System: UTM Zone 36 North  
 Projection: WGS 84  
 Printing Date: 04 July, 2006

*[Handwritten signatures and initials in blue ink]*



468 510

468 520

468 530

468 540

Map 32



Wagalla



468 510

468 520

468 530

468 540

Printing Date: 04 July 2006

Map Projection: WGS 84

Crped: 5 by 5 km UTM, Zone 50E

Map Data: All Rights Reserved

Map Data: All Rights Reserved

Map Data: All Rights Reserved

Map Data: All Rights Reserved

47,000

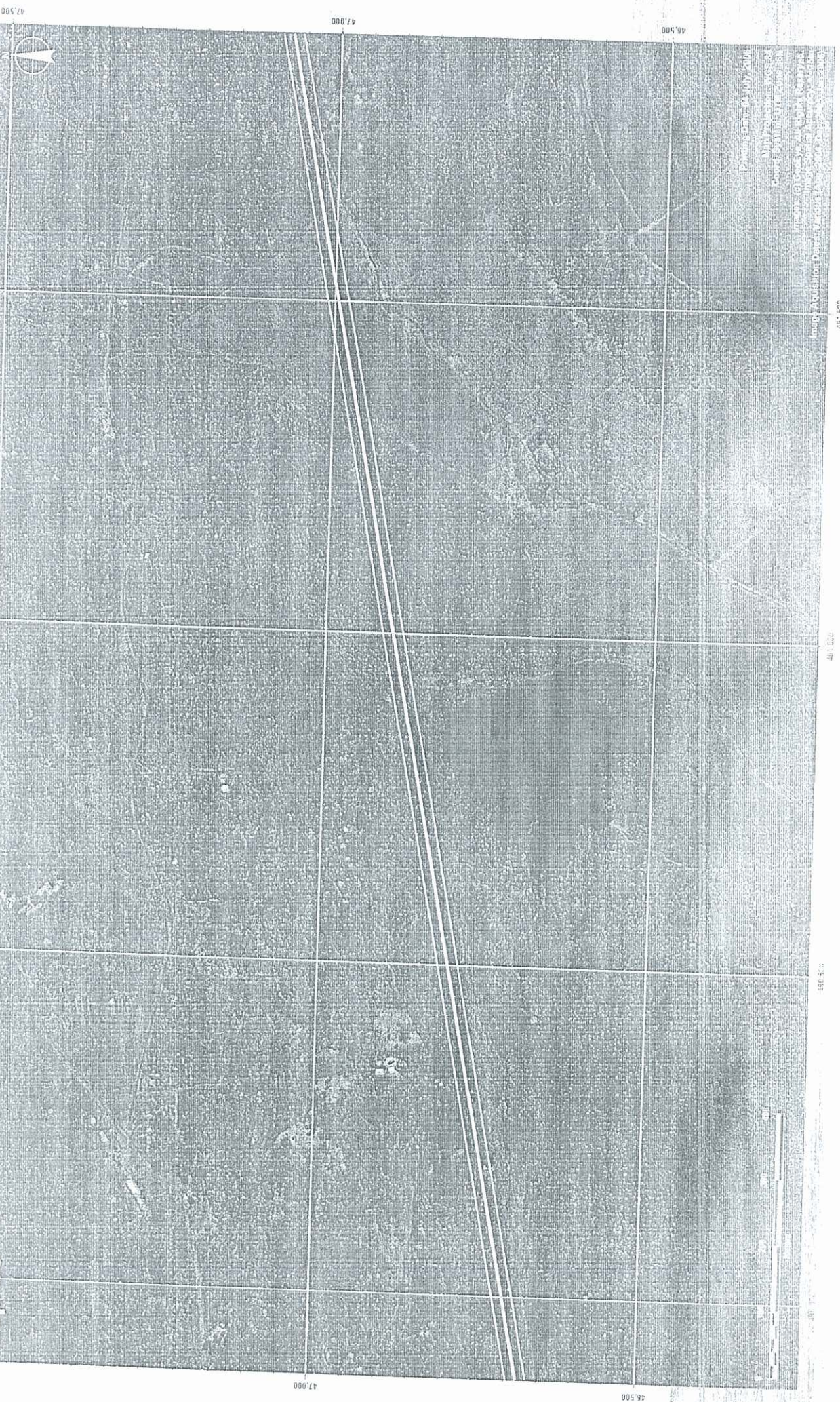
46,500

47,000

46,500



# Map 33



Printed on: 10/11/2011  
Map Projection: UTM  
Datum: WGS 84  
Scale: 1:50,000  
Units: Meters  
North Arrow: True North  
Map ID: 33

Handwritten signature in blue ink.



# Map 34

MABIRA  
FOREST  
RESERVE

Kitu



Printing Date: 04 July 2008  
Map Projection: WGS  
Coord. System: UTM Zone 38N  
Imagery: (C) GeoEye/Earthstar/GeoEye  
Imagery: (S) Digital Globe/GeoEye  
Map Data: Various (Aug. 2004 - Dec. 2005)

483,500

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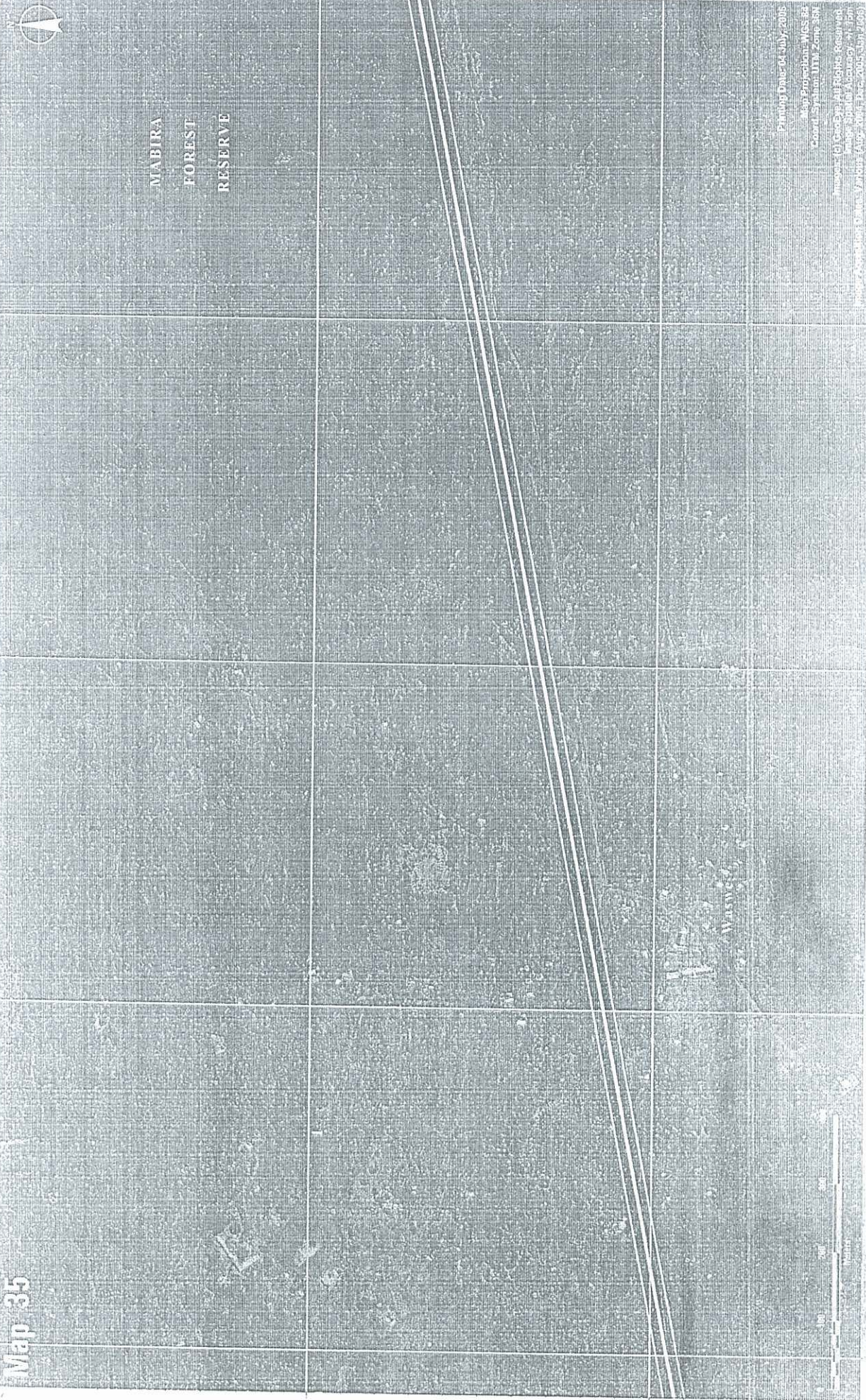
493,500

497,500

498,500



# Map 35



Printing Date: 04 July 2005  
Map Projection: UTM  
Coordinate System: UTM Zone 38N  
Datum: WGS 84  
Scale: 1:50,000  
Author: Department of Forestry, Kenya  
Date: 2005





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BP B. 1258-KVI

MABIRA  
FOREST  
RESERVE

MABIRA  
FOREST  
RESERVE

Map 36

Printing Date: 14 July 2005  
Map Producers: WCSM  
Copyright: 2005 WCSM

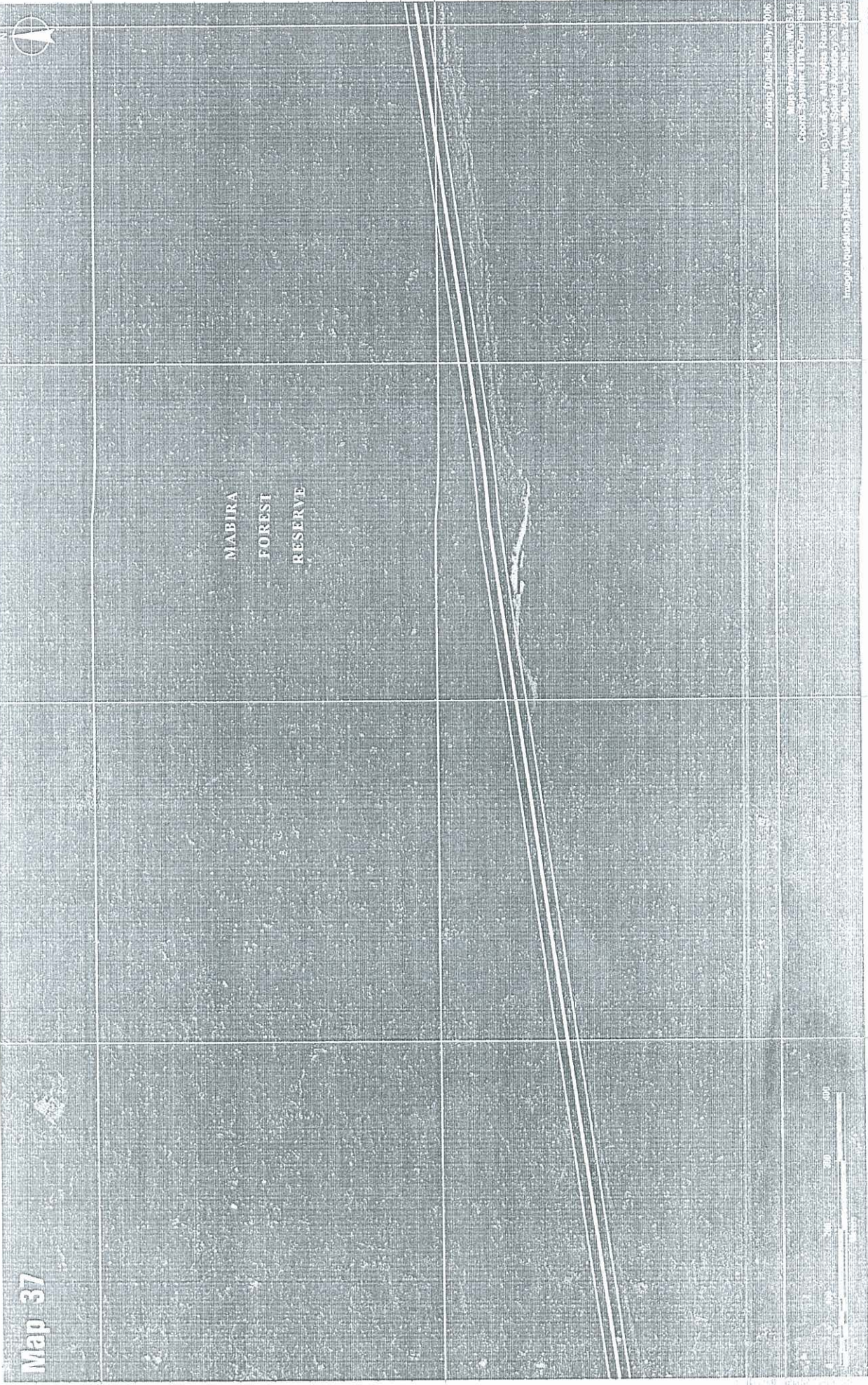
Ministry of Lands, Agriculture, Fisheries, Livestock, Forestry and Rural Development  
Department of Forests, Nature Conservation and Wildlife  
P.O. Box 1000, Harare, Zimbabwe





# Map 37

MABIRA  
FOREST  
RESERVE



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Printed Date: 08 July 2006  
Map Projection: UTM  
Coordinate System: UTM  
Image: © GeoEye, All Rights Reserved  
Image Acquisition Date: 14/07/06







# Map 39

MABIRA  
FOREST  
RESERVE



Printing Date: 04 July 2006  
Map Projection: MGRS  
Coord. System: S-Jones 34

Map: 01 Geobot. All. Bot. Forestyde  
Map: 01 Geobot. All. Bot. Forestyde  
Map: 01 Geobot. All. Bot. Forestyde

502 500 503 000 503 500 504 000

49 500 49 000

504 000 503 500 503 000 502 500





# Map 40

MABIRA  
FOREST  
RESERVE

BP 9. (228-K)

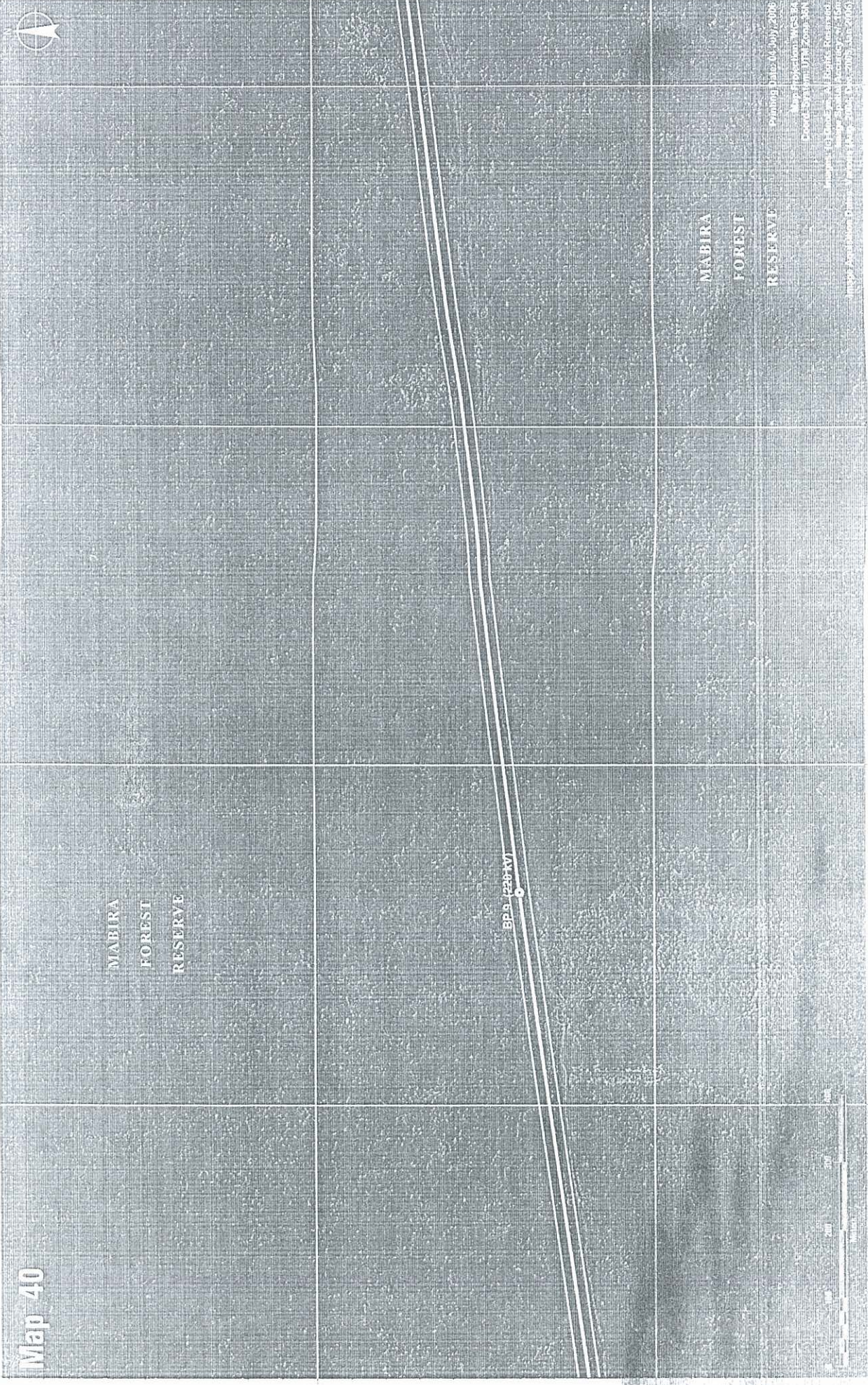
MABIRA  
FOREST  
RESERVE



Published July 04 July 2006

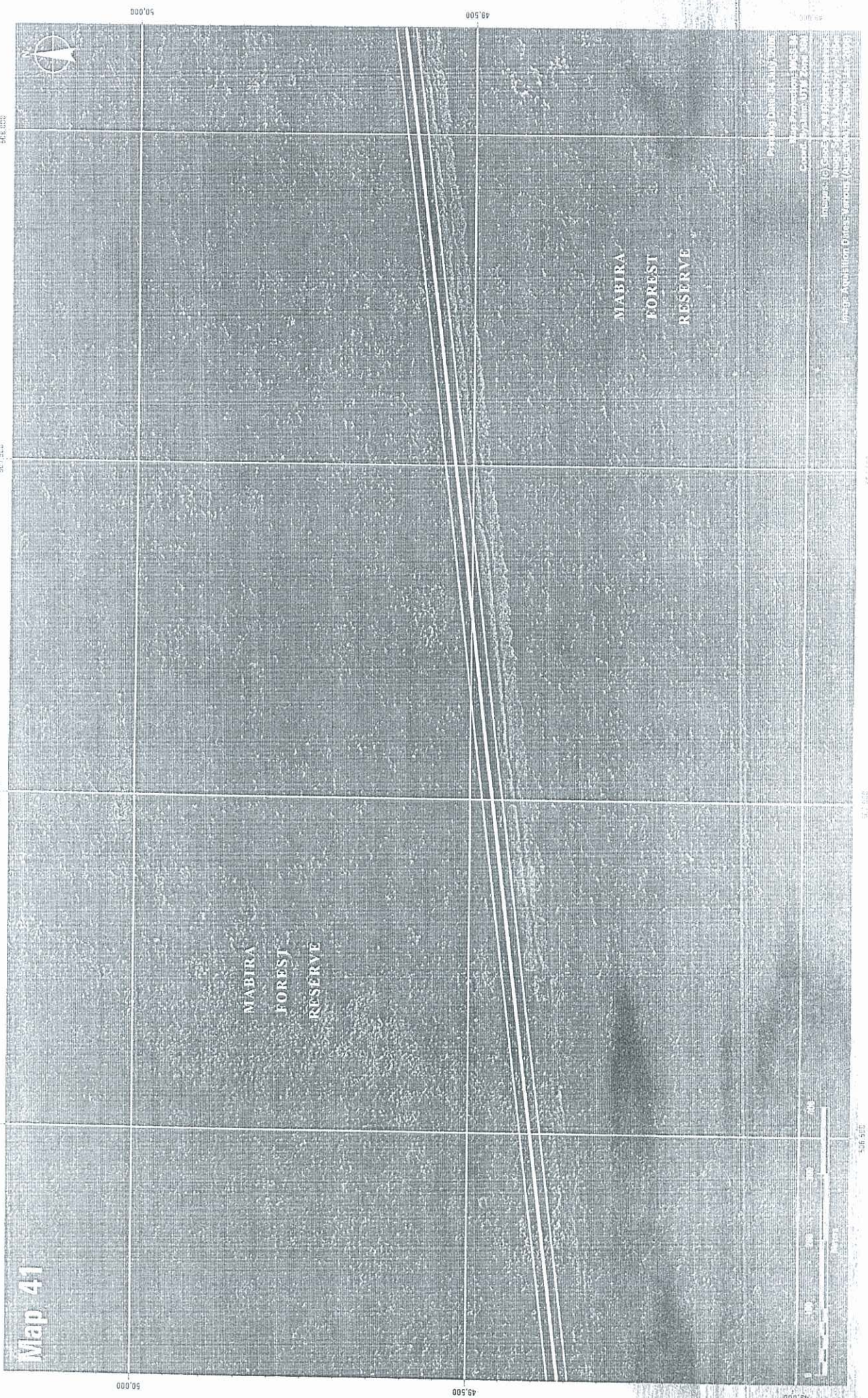
Map 40 (Mabira Forest Reserve)  
District of Mzimba 1:50,000 Scale

Map 40 (Mabira Forest Reserve)  
District of Mzimba 1:50,000 Scale  
Map 40 (Mabira Forest Reserve)  
District of Mzimba 1:50,000 Scale





# Map 41



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MABIRA  
FOREST  
RESERVE

MABIRA  
FOREST  
RESERVE

Produced by the  
Department of  
Conservation  
and Forestry  
Kampala, Uganda  
Scale: 1:50,000  
Date: 1998





# Map 42

MABIRA  
FOREST  
RESERVE

MABIRA  
FOREST  
RESERVE



508 100

508 500

509 000

509 500

50 000

49 500

49 000

Printing Date: 14 July 2006  
Map Projection: WGS 84  
CRS: UTM Zone 36N  
Imagery: 6100 Series Aerial Photo, Resampled  
to 30m Spatial Accuracy  
Map Accuracy: 1:50,000  
Scale: 1:50,000  
Date: 2006 Jan - 2006 Jun

510 000

510 500

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511 500



# Map 43

510,510 511,000 511,500 512,000

50,500 50,000 49,500



BP 10 (22013)

MABIRA  
FOREST  
RESERVE

MABIRA  
FOREST  
RESERVE



Drinking Water: 23 Janv/2016  
Map Projection: WGS 84  
Coordinate System: UTM Zone 39N  
Map Scale: 1:50,000  
Map Date: 2016  
Map Author: [illegible]  
Map Editor: [illegible]  
Map Reviewer: [illegible]  
Map Approval: [illegible]







Printing Department  
Map Production Division  
Control City of Toronto 617-2400

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Map 45

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# Map 46

Wabigoon



Printing Date: 04 July, 2006  
Map Projection: NGS 4  
Coord. System: UTM Zone 31N  
Image: Spatial Accuracy: 7/15M  
Data: 2004 Dec, 2005, 2006



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Map 4/

BE-11 (220.00)



Printed: Dinsch 14.11.2006  
 Map-Projektions-WCS: UTM  
 Coords: EPSG:31466 UTM Zone 31N  
 Datum: UTM  
 Projektions-Parameter: UTM  
 Projektions-Parameter: UTM  
 Projektions-Parameter: UTM

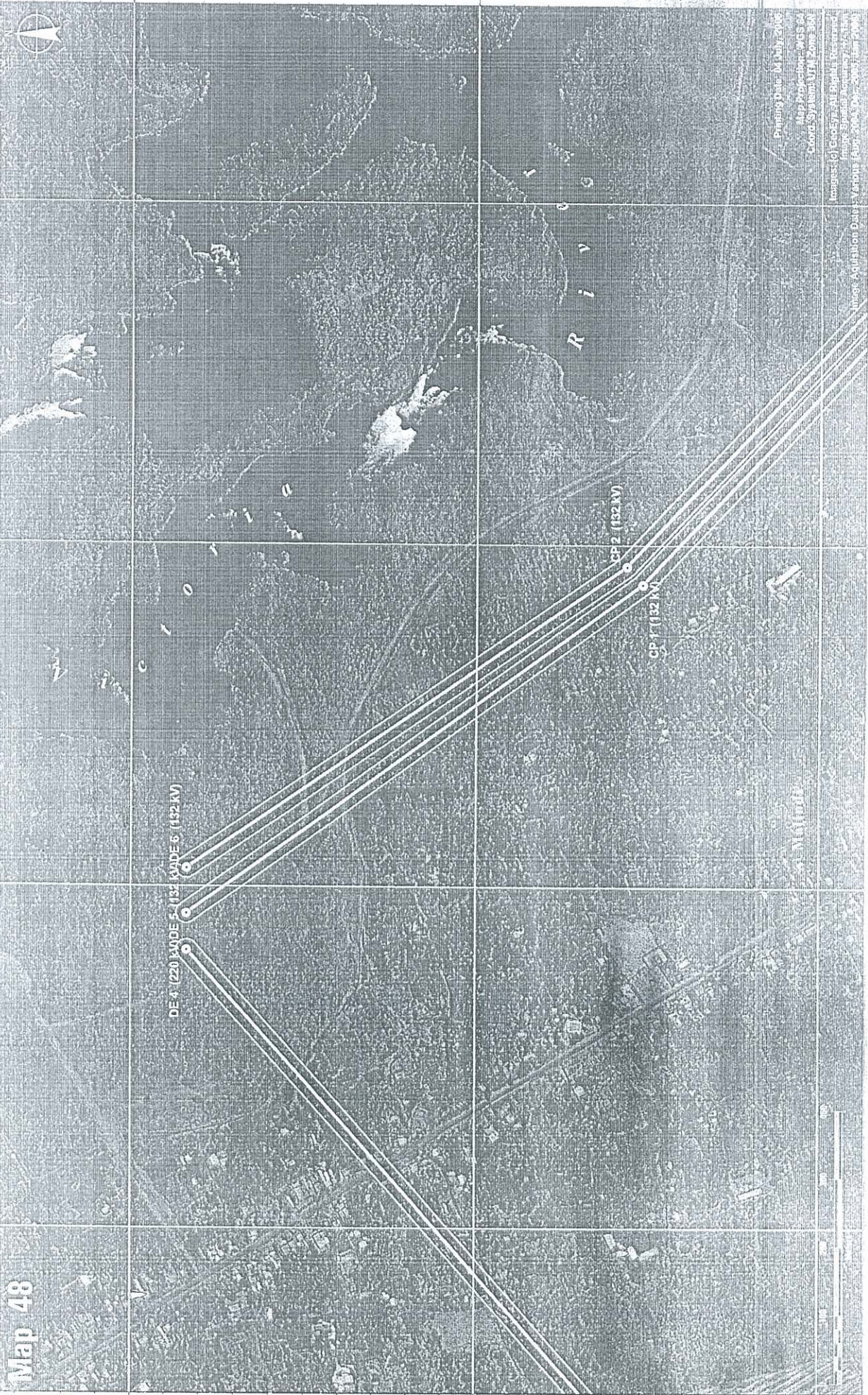


# Map 48

514,500 515,000 515,500 516,000

54,500 54,000

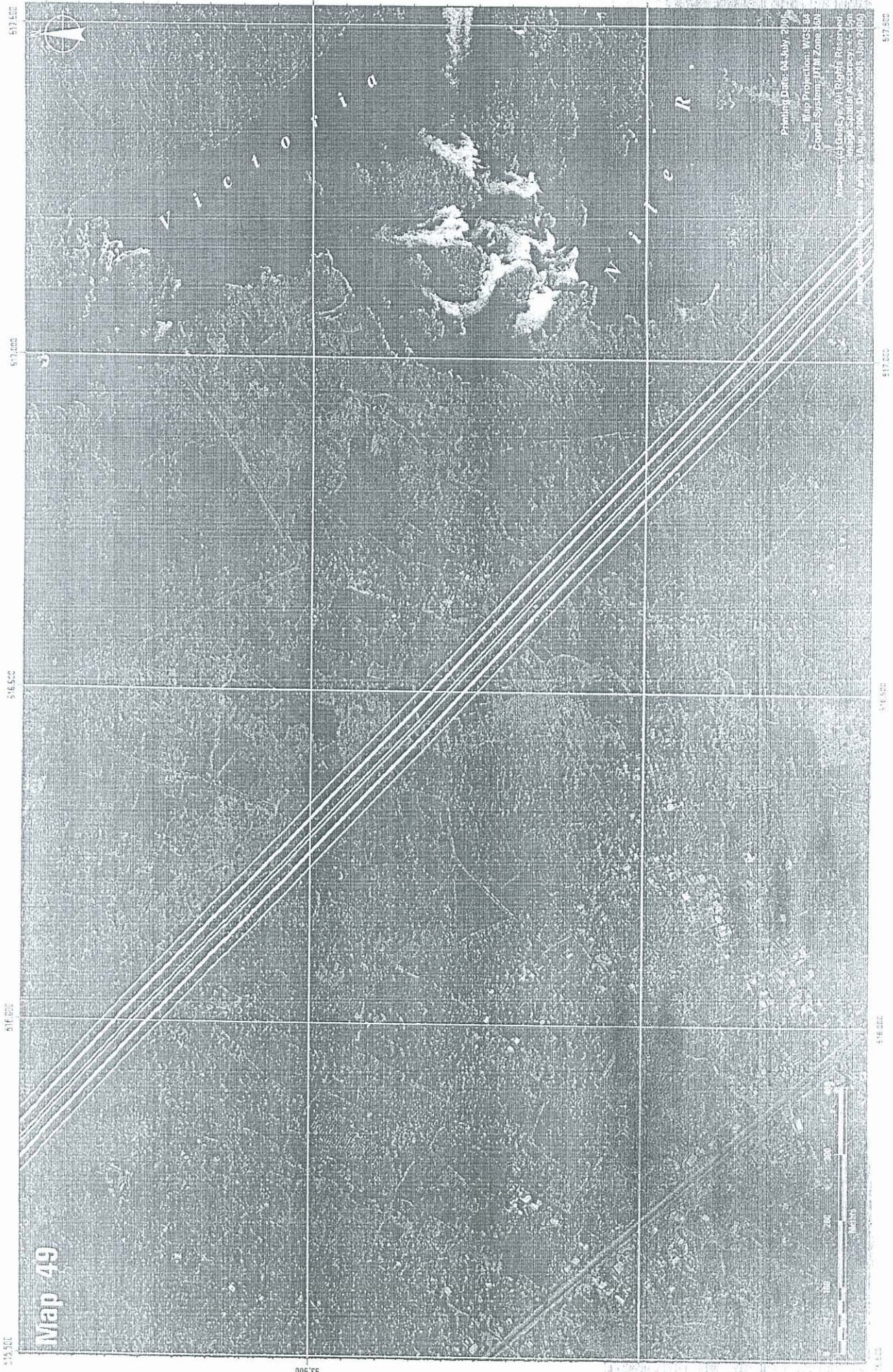
54,000 54,500



Prepared by: M. J. Kelly, 2000  
Map Projection: WGS 84  
Ground System: UTM Zone 30  
Images: © GeoEye - All Rights Reserved  
© 2000 GeoEye, Inc. All Rights Reserved

Image Acquisition Date: 2000-08-01  
Image Acquisition Time: 10:00:00





53 500 53 500 53 500 53 500 53 500 53 500 53 500 53 500 53 500 53 500

Map 49

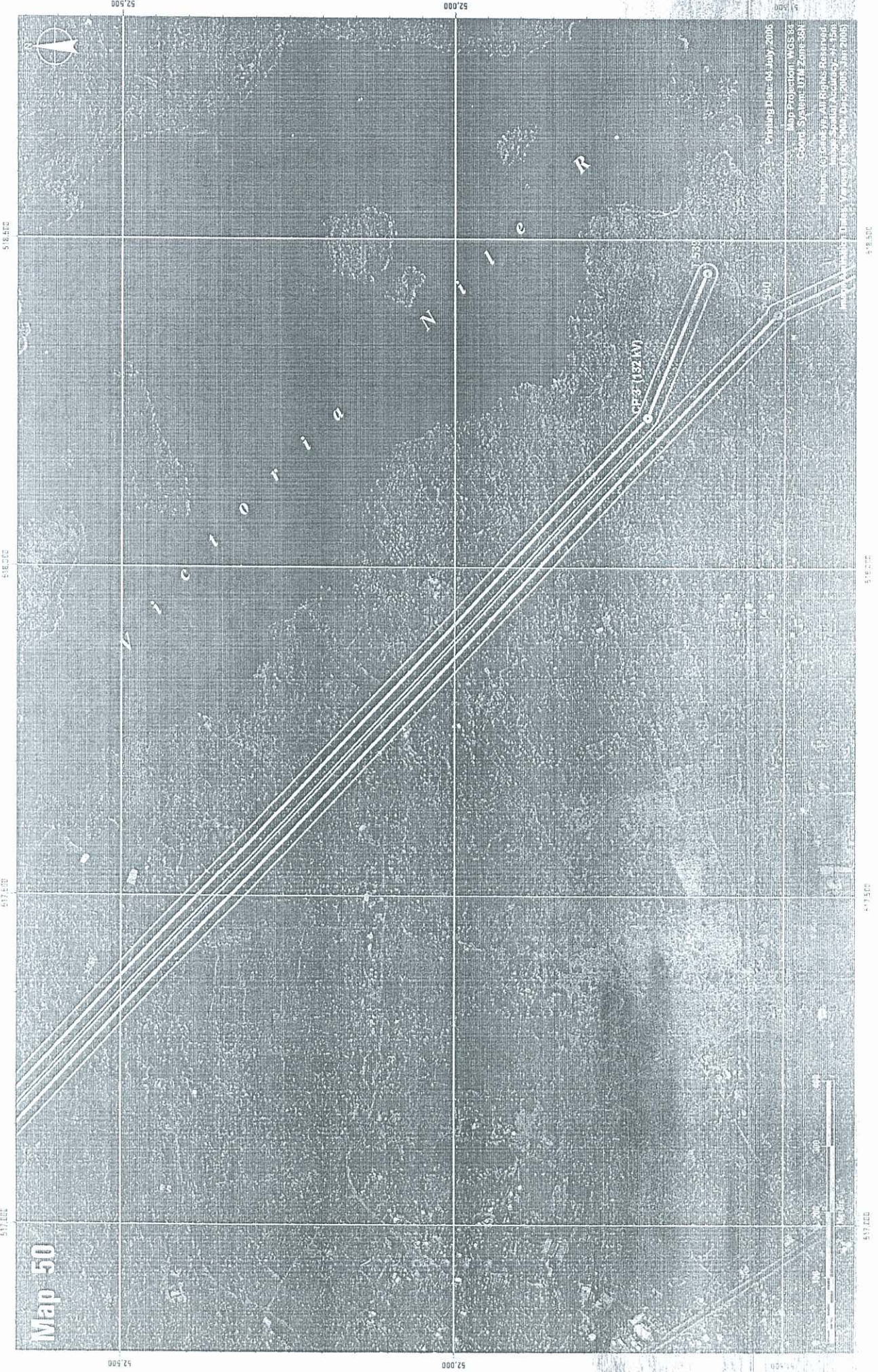


Printing Date: 04 July 2009  
Map Projection: UTM Zone 53  
Coordinate System: UTM Zone 53N  
Datum: WGS 84  
Units: Meter  
Scale: 1:50,000

Handwritten signature or mark in blue ink.



# Map 50

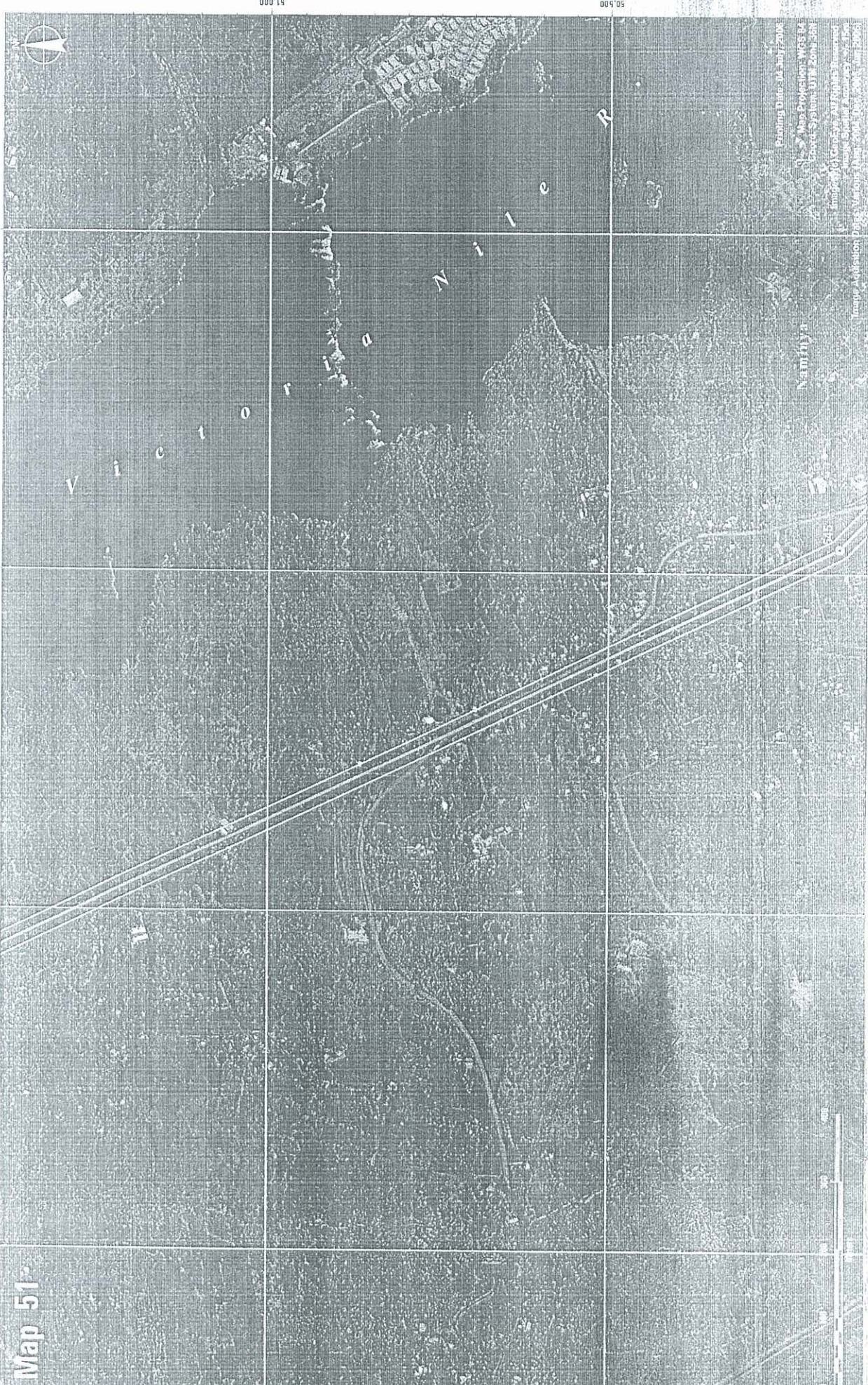


Printing Date: 04 July 2006  
Map Projection: MGS 24  
Ground System: UTM Zone 50N  
Datum: GRS 80  
Scale: 1:50,000  
Projection: UTM Zone 50N  
Date: 2006-07-04





# Map 51



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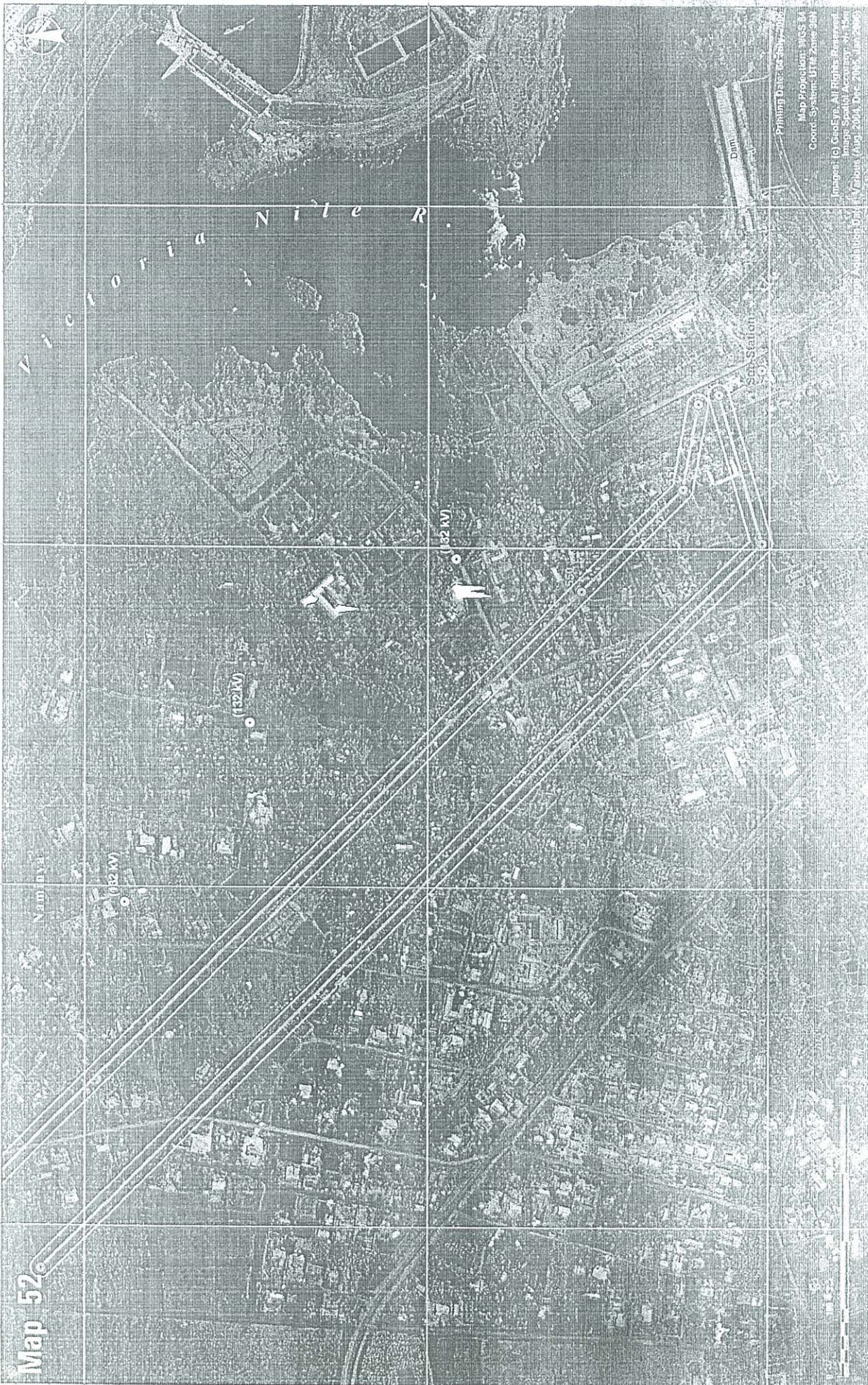
519.000

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Planning Directorate  
Map Projections: WGS 84  
Coordinate System: UTM Zone 50E  
Image by GeoEye, July 2003  
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Map 52

519.000 518.500 518.000 517.500 517.000 516.500 516.000 515.500 515.000 514.500 514.000 513.500 513.000 512.500 512.000 511.500 511.000 510.500 510.000 509.500 509.000 508.500 508.000 507.500 507.000 506.500 506.000 505.500 505.000 504.500 504.000 503.500 503.000 502.500 502.000 501.500 501.000 500.500 500.000

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Printing Date: 06/24/2007  
Map Projection: UTM  
Coord. System: UTM Zone 38N  
Images: (C) GeoEye, All Rights Reserved  
Map Data: (C) GeoEye, All Rights Reserved  
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Schedule 1.1: Trees, shrubs, bushes not specified in 2006 rates

No.	Survey Crop Type	Mature good / Big yielding/ Mature yielding	Mature, Mature below 60 cm diameter	Mature fair / Mature Pole size	Mature poor	Average good / Medium Good	Average / medium / Poletype	Average fair/ Medium Fair	Average poor / Medium Poor	Young good	Young small	Young fair	Young poor
1	Accacia Tree		45,000	45,000		30,000	30,000	30,000		5,000	5,000	5,000	
2	Albisia Tree		40,000	40,000		10,000	10,000	10,000		5,000	5,000	5,000	
3	Aloe vera		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
4	Amatove (Thorny trees)			5,000		3,000				2,000			
5	Bikokoma		2,000										
6	Bulveria								30,000		30,000		
7	Enzingo	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
8	Jirikiti Tree/Girikiti			5,000		3,000	3,000			2,000	2,000	2,000	
9	Kabakanjagala Tree	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
10	Kamenya		5,000			3,000				2,000			
11	Kamenya		45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
12	Mbabazi	80,000	45,000	45,000	45,000	3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
13	Kapanga		5,000			3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
14	Katamizi		5,000			3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
15	Katazamiti Tree/Katamizi		5,000			3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
16	Kiberebere		5,000			3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
17	Kifabakazi Tree	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
18	Kikokoma		5,000			3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
19	Kitongolo	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
20	Kulekula		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
21	Lufugo		5,000	5,000	5,000	3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
22	Lukandwa		5,000	5,000	5,000	3,000	3,000	3,000	3,000	2,000	2,000	2,000	2,000
23	Lunaba	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
24	Mubajangalabi Tree	80,000	45,000	45,000	45,000	30,000	30,000	30,000	30,000	5,000	5,000	5,000	5,000
25	Mujaja		2,000	2,000	2,000	2,000	2,000	2,000	2,000				
26	Njiru						5,000						
27	Njulu						5,000						
28	Nkulaido Tree		40,000				30,000	30,000	30,000	5,000	10,000	10,000	
29	Nkuzanyana Tree	80,000	45,000				30,000	30,000			5,000	5,000	
30	Nsambya tree	60,000	40,000	40,000		10,000	10,000	10,000	10,000	5,000	5,000	5,000	5,000
31	Nsogasoga Tree		40,000				10,000				5,000		
32	Nteete						10,000						
33	Nzo Tree	80,000	45,000	45,000			15,000						
34	Olivicia						30,000	30,000			5,000	5,000	
35	Setaba Tree	80,000	45,000	45,000			10,000						
36	Setala Tree	80,000	45,000	45,000			30,000	30,000			5,000	5,000	
37	Ujuu						30,000	30,000			5,000	5,000	