

K.S. Motshane

..... numbers/..... extent.....
..... held by virtue of Title Deeds/
.....
.....
.....
.....
.....
.....
.....

(hereinafter referred to jointly or individually as the "Owner) of the following property/properties:

Tel No.:
being the *PURCHASER/LESSEE/USFRUCTUARY/HEIR/OCCUPANT

..... Postal Code

..... Address:

(Identity number: married in/out of community of property with/without
accrua/marital power)

.....
.....

and

being the REGISTERED OWNERS

Tel No.: X 079 5148 234

..... Postal Code 8474

..... Address: X Private Bag 111
MOTSHANE

(Identity number: X 610329 5779 082) married in/out of community of property with/without
accrua/marital power)

(* If Company/CC/Trust, complete capacity of authorised persons)

.....
.....

.....
I/we, the undersigned (full names) K.S. MOTSHANE, SUBRIGON, MOTSHANE

WAY LEAVE AGREEMENT OVERHEAD POWER LINE/UNDERGROUND CABLE(S)

* DISTRIBUTION	
ESKOM REPRESENTATIVE: Z. Dhlamini	TEL: 053-2205809
FAX: 086 6685137	
SUPPLY TO: GAKHOSI VILLAGES	
FEEDER: VSS	
AREA: KUBUMAM	PROJECT NO. EKU48-16



K. S. M. O. S. H. U. M. A. D.

- (hereinafter referred to as the "Property") hereby grants to Eskom Holdings Limited, Registration Number 2002/015527/06, its successors in title, assignees, licensees, (hereinafter referred to as "Eskom") an irrevocable right of way leave in perpetuity free of charge to transmit electricity over the property.
1. The right of WAY LEAVE shall be binding on the Owner, its heirs, assignees and successors in title and shall include the following rights in favour of Eskom:
- 1.1 the right to erect an overhead power line/underground cable(s) together with such structures, works, apparatuses, apparatus, conductors and overhead cables ("works") on the property or to erect or lead such conductors or apparatuses or other equipment on, under or over the property substantially on the route as indicated by the letters A...../..... on the sketch attached hereto, as may at any time be necessary or convenient in exercising the right of way leave for overhead power line(s) / underground cable(s) (hereinafter together with the restriction area referred to in 3.1, referred to as the "Servitude Area").
- 1.2 the right to enter and be upon the property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, remove, alter or inspect the structures, works, apparatuses, apparatus, conductors or cables ("works") on the property, or in order to gain access to any adjacent properties in the exercise of similar rights.
- 1.3 the right to have access to and egress from the power lines and the right to use existing roads giving access to and egress from the property or roads running across the property and gates on the property and to erect in any fence such gates as may be necessary or convenient to gain access to and egress from any power line/underground cable or accessory equipment.
- 1.4 the right to remove any trees, bush, grass, material or structures within the restricted area defined in clause 3 hereof and the right to cut or trim any trees in order to comply with the restrictions referred to in clause 3 hereof, after consultation with the land owners.
2. Eskom shall exercise its rights subject to the following terms and conditions -
- 2.1 Eskom shall ensure that any gates used by its personnel shall be kept closed.
- 2.2 Eskom shall pay compensation:
- 2.2.1 where damage is caused intentionally to any property by Eskom, its employees or contractors, to enable Eskom to use or continue to use the servitude area for its intended purpose.
- 2.2.2 where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;
3. The following special restrictions are placed on the use of the property namely -
- 3.1 No building or structure may be erected or installed above or below the surface of the ground, neither may any material which might endanger the safety of this power line/underground cable be placed within metres of the centre line of this power line/underground cable without the prior written permission of Eskom.
- 3.2 No tree shall be planted within the servitude area.
- 3.3 No tree which will grow to a height in excess of the horizontal distance of that tree from the nearest conductor or any power line shall be planted within the vicinity of the power line
- 3.4. No material which may in the opinion of Eskom endanger the safety of any transmission line shall be placed within the servitude area.

(* Delete if not applicable)

3.5. No mining activities or blasting operations shall be permitted within 500 metres of any power line/underground cable without the prior written permission of Eskom.

4. The right of way leave hereby granted to Eskom -

4.1 shall be binding on the heirs, assignees and successors in title of the owner.

4.2 shall be brought in writing to the attention of any purchaser or transferee of the property (or of any portion of the property) by the owner or the seller (at that time) of the property before the property (or any portion thereof) is sold and/or transferred to such purchaser or transferee.

4.3 shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be registered against the title deed under which the property is held; on Eskom's costs the owner and/or his heirs, assignees and successors in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of a deed of servitude, as envisaged above.

5. Remarks / Special Conditions:

.....
.....
.....
.....
.....
.....

K. S. Motshwari

(* Delete whichever is not applicable)

2.

ESKOM HOLDINGS LIMITED
For and on behalf of
[Signature]

1.

AS WITNESSES:

Signed at Kimberley on this 27 day of June 2016

2.

REGISTERED OWNER(S)/PURCHASER/
LESSEE/USURFUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

1.

AS WITNESSES:

Signed at on this Day of 20.....

2.

REGISTERED OWNER(S)/PURCHASER/
LESSEE/USURFUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

X R S. M. Shwanda

1.

[Signature]

AS WITNESSES:

Signed at FATHAKONG on this 21 day of 06 2016

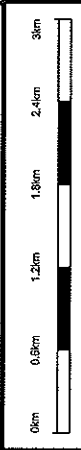
Owner: K. S. Molekwa
Witness: [Signature]
Witness: [Signature]
Date: 2016/06/21

Eskom: [Signature]
Witness: [Signature]
Witness: [Signature]
Date: 2016/06/27

Wayleave Sketch

The route depicted by:

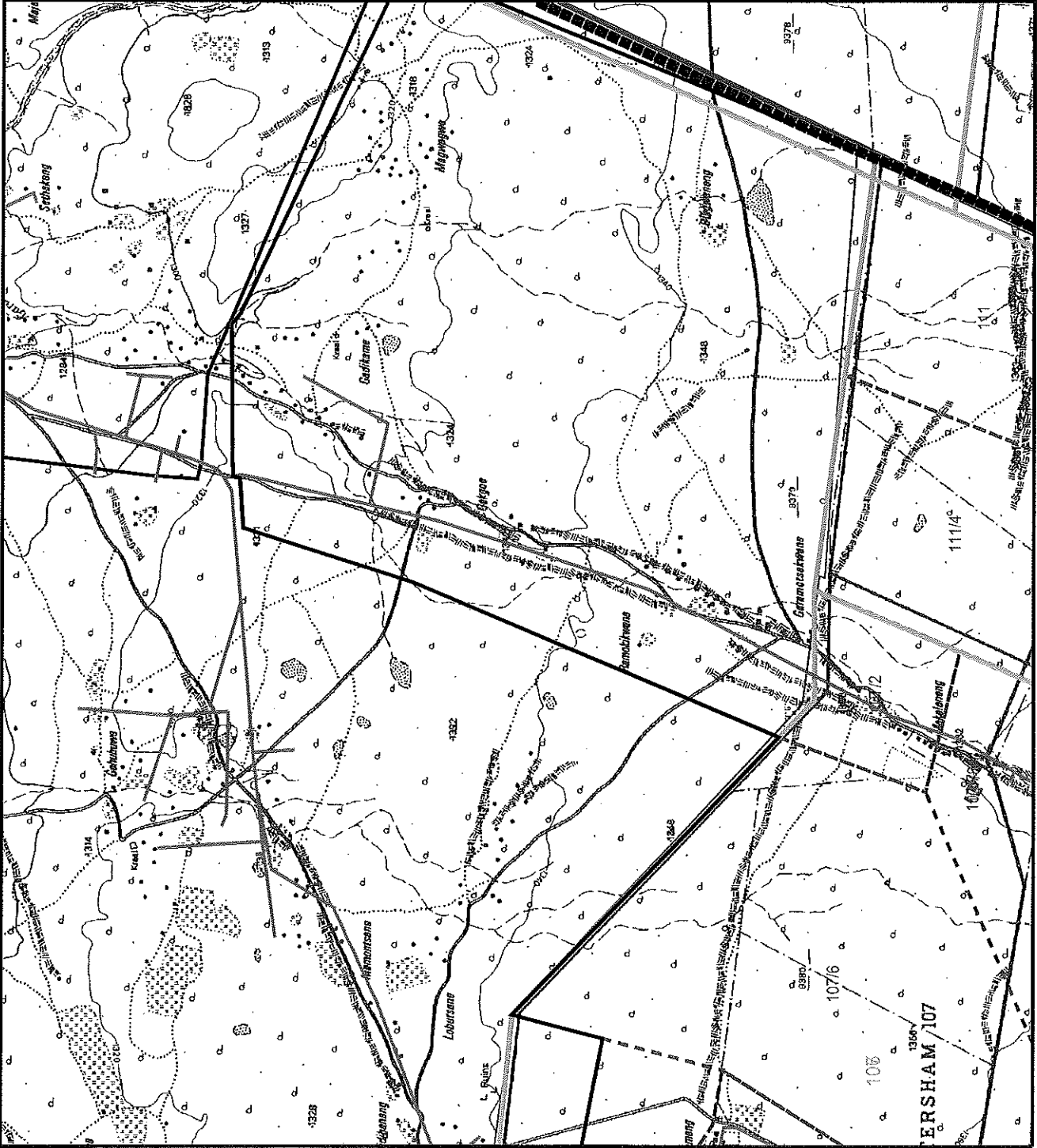
Eskom is not responsible for any errors in the information displayed on this map.



Projection: Lambert SA HH94 (cm)



Author:
Map Number:
Revision: 2016-06-20



R's No 5th

..... numbers/..... extent

..... held by virtue of Title Deeds/.....

..... situate in the Administrative District of

.....

.....

(hereinafter referred to jointly or individually as the "Owner) of the following property/properties:

Tel No.: being the *PURCHASER/LESSOR/USFRUCTUARY/HEIR/OCCUPANT

..... Postal Code

..... Address:

..... (Identity number: married in/out of community of property with/without

.....

.....

and being the REGISTERED OWNERS/

Tel No.: *X 079 5148 234*

..... Postal Code *8474*

..... Address: *X Private Bag X 11*

..... (Identity number: *X 610329 5779 082* married in/out of community of property with/without

(* If Company/CC/Trust, complete capacity of authorised persons)

I/We, the undersigned (full names) *X KRUMHANS SARGON MOISHWARKOES*

**WAY LEAVE AGREEMENT
OVERHEAD POWER LINE/UNDERGROUND CABLE(S)**

*DISTRIBUTION	
ESKOM REPRESENTATIVE: <i>Z. DHLAMINI</i>	TEL: <i>053 830 5809</i>
SUPPLY TO: <i>GAKHOE BOREHOES</i>	
FEEDER: <i>U65</i>	
AREA: <i>KURUMATI</i>	PROJECT NO. <i>CKU49-16</i>
FAX: <i>086 668 5137</i>	



K.S. MATHAN

- 1. The right of WAY LEAVE shall be binding on the Owner, its heirs, assigns and successors in title and shall include the following rights in favour of Eskom:
 - 1.1 the right to erect an overhead power line/underground cable(s) together with such structures, works, apparatus, apparatus, conductors and overhead cables ("works") on the property or to erect or lead such conductors or apparatus or other equipment on, under or over the property substantially on the route as indicated by the letters A..... on the sketch attached hereto, as may at any time be necessary or convenient in exercising the right of way leave for overhead power line(s) / underground cable(s) (hereinafter together with the restriction area referred to in 3.1, referred to as the "Servitude Area").
 - 1.2 the right to enter and be upon the property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, remove, alter or inspect the structures, works, apparatus, apparatus, conductors or cables ("works") on the property, or in order to gain access to any adjacent properties in the exercise of similar rights.
 - 1.3 the right to have access to and egress from the power lines and the right to use existing roads giving access to and egress from the property or roads running across the property and gates on the property and to erect in any fence such gates as may be necessary or convenient to gain access to and egress from any power line/underground cable or accessory equipment.
 - 1.4 the right to remove any trees, bushes, grass, material or structures within the restricted area defined in clause 3 hereof and the right to cut or trim any trees in order to comply with the restrictions referred to in clause 3 hereof, after consultation with the land owners.
- 2. Eskom shall exercise its rights subject to the following terms and conditions -
 - 2.1 Eskom shall ensure that any gates used by its personnel shall be kept closed.
 - 2.2 Eskom shall pay compensation:
 - 2.2.1 where damage is caused intentionally to any property by Eskom, its employees or contractors, to enable Eskom to use or continue to use the servitude area for its intended purpose.
 - 2.2.2 where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;
- 3. The following special restrictions are placed on the use of the property namely -
 - 3.1 No building or structure may be erected or installed above or below the surface of the ground, neither may any material which might endanger the safety of this power line/underground cable be placed within metres of the centre line of this power line/underground cable without the prior written permission of Eskom.
 - 3.2 No tree shall be planted within the servitude area.
 - 3.3. No tree which will grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line shall be planted within the vicinity of the power line
 - 3.4. No material which may in the opinion of Eskom endanger the safety of any transmission line shall be placed within the servitude area.

(* Delete if not applicable)

(hereinafter referred to as the "Property") hereby grants to Eskom Holdings Limited, Registration Number 2002/015527/06, its successors in title, assigns, licensees, (hereinafter referred to as "Eskom") an irrevocable right of way leave in perpetuity free of charge to transmit electricity over the property.

K. S. M. B. S. H. M.
A

.....
.....
.....
.....
.....

- 5. Remarks / Special Conditions:
- 4.3 shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be registered against the title deed under which the property is held; on Eskom's costs the owner and/or its heirs, assigns and successors in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of a deed of servitude, as envisaged above.
- 4.2 shall be brought in writing to the attention of any purchaser or transferee of the property (or of any portion of the property) by the owner or the seller (at that time) of the property before the property (or any portion thereof) is sold and/or transferred to such purchaser or transferee.
- 4.1 shall be binding on the heirs, assigns and successors in title of the owner.
- 4. The right of way leave hereby granted to Eskom -
- 3.5. No mining activities or blasting operations shall be permitted within 500 metres of any power line/underground cable without the prior written permission of Eskom.

(* Delete whichever is not applicable)

2.

.....

1.

.....

[Signature]
for and on behalf of
ESKOM HOLDINGS LIMITED

AS WITNESSES:

Signed at Kimberley on this 27 day of June 2016

2.

.....

1.

.....

REGISTERED OWNER(S)/PURCHASER/
LESSEE/SUBFRUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

AS WITNESSES:

Signed at on this Day of 20.....

2.

.....

1.

.....

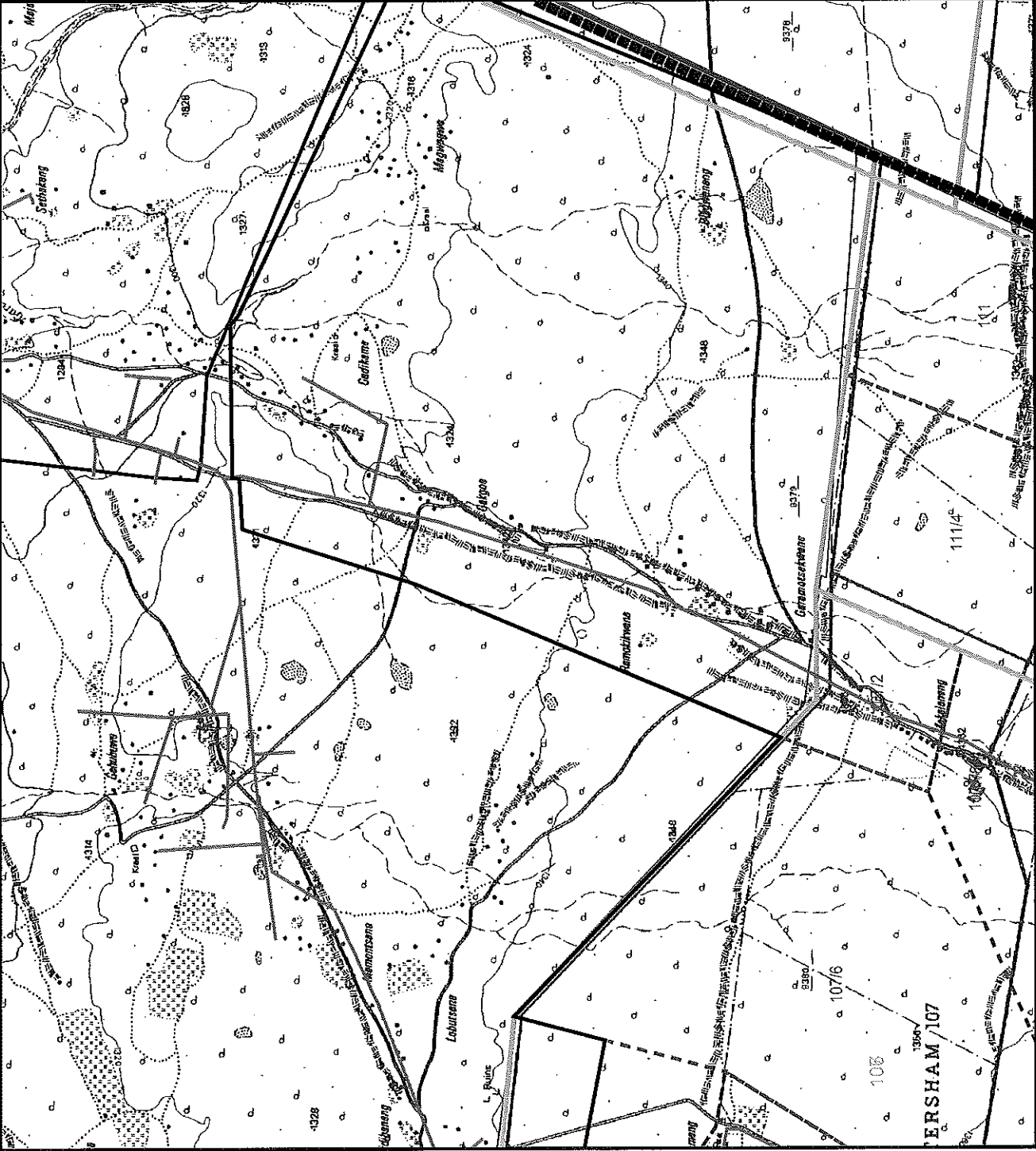
REGISTERED OWNER(S)/PURCHASER/
LESSEE/SUBFRUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

[Signature]
K S Moshwane

[Signature]

AS WITNESSES:

Signed at Beitarama on this 21 day of 06 2016



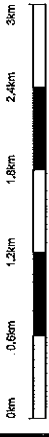
Owner: R S Plotnikoff
 Witness: _____
 Witness: _____
 Date: 2016/06/27

Eskom: J. J. J. J. J.
 Witness: _____
 Witness: _____
 Date: 2016/06/27

Wayleave Sketch

The route depicted by:

Eskom is not responsible for any errors in the information displayed on this map.



Scale: 1:50000
 Projection: Lambert SA HH94 (cm)



Author: _____
 Map Number: _____
 Revision: _____ Date: 2016-06-20



R.S. Moshwood

..... numbers/..... extent.....
..... held by virtue of Title Deeds.....
..... situate in the Administrative District of.....
.....
.....

(hereinafter referred to jointly or individually as the "Owner) of the following property/properties:

Tel No.:
being the *PURCHASER/LESSSEE/USURFRUCTUARY/HEIR/OCCUPANT
Postal Code
Address:
accrual/marital power)
(Identity number: married in/out of community of property with/without

and
being the REGISTERED OWNERS/
Tel No.: 071 5148 0234
Postal Code 8474
Address: Punte Bqg x 11
MOTHIBISTAN
accrual/marital power)
(Identity number: 610329 5779 082 married in/out of community of property with/without

(* If Company/CC/Trust, complete capacity of authorised persons)
I/We, the undersigned (full names)
K. K. K. SURGEON

WAY LEAVE AGREEMENT OVERHEAD POWER LINE/UNDERGROUND CABLE(S)

AREA: KURUMAN	PROJECT NO. CU50-16
FEEDER: VSS	
SUPPLY TO: GARHOE N. V. A. G. E	
ESKOM REPRESENTATIVE: Z. D. H. LAMINI	TEL: 053 830 5809
*DISTRIBUTION	FAX: 096 668 5137



R.S. Moshwani

(hereinafter referred to as the "Property") hereby grants to Eskom Holdings Limited, Registration Number 2002/015527/06, its successors in title, assignees, licensees, (hereinafter referred to as "Eskom") an irrevocable right of way leave in perpetuity free of charge to transmit electricity over the property.

(* Delete if not applicable)

1. The right of WAY LEAVE shall be binding on the Owner, its heirs, assignees and successors in title and shall include the following rights in favour of Eskom:
 - 1.1 the right to erect an overhead power line/underground cable(s) together with such structures, works, apparatuses, apparatus and overhead cables ("works") on the property or to erect or lead such conductors or apparatuses or other equipment on, under or over the property substantially on the route as indicated by the letters A-F..... on the sketch attached hereto, as may at any time be necessary or convenient in exercising the right of way leave for overhead power line(s) / underground cable(s) (hereinafter together with the restriction area referred to in 3.1, referred to as the "Servitude Area").
 - 1.2 the right to enter and be upon the property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, remove, alter or inspect the structures, works, apparatuses, apparatus, conductors or cables ("works") on the property, or in order to gain access to any adjacent properties in the exercise of similar rights.
 - 1.3 the right to have access to and egress from the power lines and the right to use existing roads giving access to and egress from the property or roads running across the property and gates on the property and to erect in any fence such gates as may be necessary or convenient to gain access to and egress from any power line/underground cable or accessory equipment.
 - 1.4 the right to remove any trees, bush, grass, material or structures within the restricted area defined in clause 3 hereof and the right to cut or trim any trees in order to comply with the restrictions referred to in clause 3 hereof, after consultation with the land owners.
2. Eskom shall exercise its rights subject to the following terms and conditions -
 - 2.1 Eskom shall ensure that any gates used by its personnel shall be kept closed.
 - 2.2 Eskom shall pay compensation:
 - 2.2.1 where damage is caused intentionally to any property by Eskom, its employees or contractors, to enable Eskom to use or continue to use the servitude area for its intended purpose.
 - 2.2.2 where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;
3. The following special restrictions are placed on the use of the property namely -
 - 3.1 No building or structure may be erected or installed above or below the surface of the ground, neither may any material which might endanger the safety of this power line/underground cable be placed within metres of the centre line of this power line/underground cable without the prior written permission of Eskom.
 - 3.2 No tree shall be planted within the servitude area.
 - 3.3 No tree which will grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line shall be planted within the vicinity of the power line
 - 3.4. No material which may in the opinion of Eskom endanger the safety of any transmission line shall be placed within the servitude area.

K.S. Motham

.....
.....
.....
.....
.....
.....

- 5. Remarks / Special Conditions:
- 4.3 shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be registered against the title deed under which the property is held; on Eskom's costs the owner and/or his heirs, assigns and successors in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of a deed of servitude, as envisaged above.
- 4.2 shall be brought in writing to the attention of any purchaser or transferee of the property (or of any portion of the property) by the owner or the seller (at that time) of the property before the property (or any portion thereof) is sold and/or transferred to such purchaser or transferee.
- 4.1 shall be binding on the heirs, assigns and successors in title of the owner.
- 4. The right of way leave hereby granted to Eskom -
- 3.5. No mining activities or blasting operations shall be permitted within 500 metres of any power line/underground cable without the prior written permission of Eskom.

Signed at B. Thakore on this 21 day of 06 2016

AS WITNESSES:

X R S M Bhowani
REGISTERED OWNER(S)/PURCHASER/
LESSEE/USURFUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

Signed at on this Day of 20.....

AS WITNESSES:

.....
REGISTERED OWNER(S)/PURCHASER/
LESSEE/USURFUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

Signed at Kimberly on this 27 day of JUNE 2016

AS WITNESSES:

Stardino
for and on behalf of
ESKOM HOLDINGS LIMITED

.....
2.
.....
(* Delete whichever is not applicable)

