

AREA: KWAGSAPONTAIN	PROJECT NO. MABHOKO RESINS
FEEDER: KWAGSAPONTAIN VLAKWASTE 22W	
SUPPLY TO: MABHOKO	
ESKOM REPRESENTATIVE: M M MATHEKA	TEL: 015 298 8563
DISTRIBUTION/TRANSMISSION	FAX: 015 298 8567

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

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

(Identity number: 660911 5368 088 married in/out of community of property with/without
 accrual/marital power) Ms Mabhoko Village
 Address: 4153 Mabhoko Village
 Postal Code 0458

Tel No.: 082 580 9360
 being the REGISTERED OWNERS/
 and Bismark Mahlongu
 X

(Identity number: 660911 5368 088 married in/out of community of property with/without
 accrual/marital power) Company
 Address: P.O. Box 2488
 Postal Code 0458

Tel No.:
 being the *PURCHASER/LESSEE/SUCCESSOR/HEIR/OCCUPANT
 (hereinafter referred to jointly or individually as the "Owner) of the following property/properties:
Portion "0" of VLAKWASTE 22W

HEAD MAN WILHELM BISMARCK
 MABHOKO VILLAGE
 ADDRESS: P.O. BOX 119
 DISTRICT OF THEEMBILE LOCAL MUNICIPALITY

numbers/ T13477/2007
 extent 22W-11-11
 held by virtue of Title Deed/s 1821 1788H
 CONTACT NO: 032 590 8080
 UNDER KING MABHOKO III
 NDZUNDA MABHOKO ROYAL PALACE

(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, appliances, apparatus, conductors and overhead cables ("works") on the property or to erect or lead such conductors or appliances or other equipment on, under or over the property substantially on the route as indicated by the letters *AKZ* 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, appliances, 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 owner/s.

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 or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;

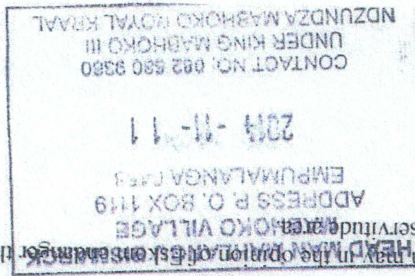
3. The following special restrictions are placed on the use of the property namely -

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.



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 -

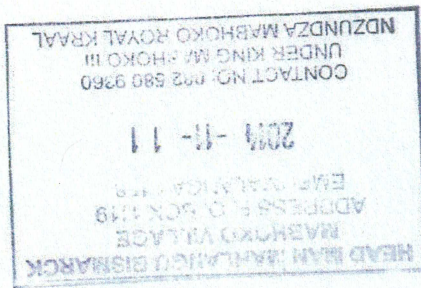
4.1 shall be binding on the heirs, assignees and successors in title of the owner.

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:

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



HEAD OFFICE: 11, JALAN KEMAS
 11000 SEMENYING, SELANGOR
 CONTACT NO: 062 589 9389
 UNDER KING MAHENDRA III
 NDZUNDA MAHOKO ROYAL KRMAAL

2014-11-11

EMP. MALAYSIA

(* Delete whichever is not applicable)

1. for and on behalf of
 ESKOM HOLDINGS LIMITED

AS WITNESSES:

Signed at on this day of 20.....

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

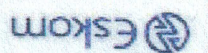
AS WITNESSES:

Signed at 960 V/Koohtc No 11th on this 11th Day of Nov 2014

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

AS WITNESSES:

Signed at 960 V/Koohtc No 11th on this 11th day of Nov 2014



Wayleave Agreement Checklist

2013 rev 02

Surveyor **M N MALETA**

PROJECT No.: **MABHOKO REGION**

Eskom rep: _____

Item _____

of _____

Item no _____

Eskom representative, (Surveyor) _____

M N

Owners name, address, id number and contact details

##-##-##

Widowed, unmarried or married out of community of property

N/A

Complete Property Description

##

Extent and transport number

##

Letters indicating route at "1,1"

N/A

Building restriction

N/A

Date signed

##

Signature of property owner

##

Signature of witnesses

##

Signature on sketch

N/A

Witnesses on sketch

N/A

North symbol

##

Scale

##

Route in red

N/A

Route marked by letters (a, b, c...) on sketch

N/A

Parallel distance from boundary or other linear features

N/A

Complete Property Description on sketch

N/A

Deeds report attached

##

All signatures must be original, no signatures faxed or copied will be accepted

NOTES

- 1.1 If the owner is the registered owner of an institution, a Government Department, or a Company etc, the full names and capacity of the undersigned must also be filled in. The full names and capacity also applies for a Lessee, Buyer, User, Heir, Occupant, Guardian etc.
- 1.2 In the event of Closed Corporation, the member signing for the CC, must have power of attorney for all members.
- 1.3 Please "Highlight" the portion number, border and farm name on the plan.
- 1.4 Show the planned routes in red on the sketch plan.
- 1.5 All alterations made on the Wayleave form must be initialed.

Signed by Eskom _____

Signed by Surveyor _____

##

Property Enquiry Details



Property enquiry results for "JR, 221, VLAKLAAGTE, 0" in the Deeds Registry at "MPUMALANGA"

Property detail:

Deeds registry	MPUMALANGA
Property type	FARM
Farm name	VLAKLAAGTE
Farm number	221
Portion	5 (REMAINING EXTENT)
Province	MPUMALANGA
Registration division/Administrative district	JR
Local authority	THEMBISILE LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	T138130/2000
Extent	1821.1778 H
LPI Code	T0JR00000000022100005

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T134772/2000	20001031	-	RECTIFICATION	20030101 05:39:51	Yes

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T134772/2000	PROVINCIAL GOVERNMENT OF THE PROVINCE OF MPUMALANGA	-	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Image Scanned reference	Document copy?
K5108/2002S	-	-	20020101 14:49:34	Yes
T134772/2000	-	-	-	Yes

DeedsWeb Version 4.0.1
 Copyright © 2001-2009, Chief Registrar of Deeds.

Requested by **A0026951** with user reference **None** on: Friday, 14 November 114 13:36

[Back to top of page](#)

Document	Holder	Amount	Image Scanned	Document copy?
TI38130/2000	NATIONAL GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA	CCT	20000101 15:37:22	Yes

History:

INFO FROM PRETORIA DEEDS REGIS	-	-	-	Not available
CONSOLIDATE FROM	REG DIV JR, NAME VLAKLAAGTE, NO 221, PRTN 0	-	-	Not available
CONSOLIDATE FROM	REG DIV JR, NAME VLAKLAAGTE, NO 221, PRTN 2	-	-	Not available
			20030101 05:39:51	

