

AREA: <u>BURGERSFORT</u>	PROJECT NUMBER: <u>GB316588835</u>
FEEDER: <u>BURGERSFORT 22KV</u>	ITEM <u>1</u> OF <u>1</u>
SUPPLY TO: <u>C MOLLER (LPU)</u>	
ESKOM REPRESENTATIVE: <u>MCB SURVEYS</u>	TEL: <u>071 672 4011</u>
DISTRIBUTION	Email: <u>ethone.mcb@gmail.com</u>

**WAYLEAVE CONTRACT  
POWERLINE AND/OR CABLE AND ASSOCIATED INFRASTRUCTURE**

**1. GENERAL**

**1.1 Identification of parties:**

1.1.1 Contractor means any entity appointed as an independent contractor to execute works on the Property in the exercise of the Rights, as set out herein.

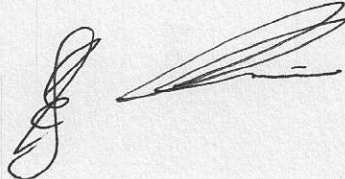
1.1.2 Eskom means Eskom Holdings SOC Ltd, a public company with registration number 2002/015527/30 with its head office at Megawatt Park, 2 Maxwell Drive, Sunninghill, Sandton.

1.1.3 Owner means WILDEBEESHOCK 14 PTY LTD  
(ID 200200196507), a company / close corporation / trust / partnership / natural person / Government department / tribal authority of  
address PO BOX 501, LYDENBURG  
Postal Code 1120, Tel No. (013) 231 7075 herein represented  
by Sean Daniel Lötter in my capacity as  
Production Manager of Indigo Fruit Farming.  
(ID 9012205097088), who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: PORTION 14 WILDEBEESTHOCK 389 KT  
Title Deed No.: T 21794/2011 PTA Extent: 149,4979 H  
Local Authority: GREATER TUBATSE MUNICIPALITY

**2 THE RIGHTS**

2.1 The Owner grants, generally, an irrevocable right (herein the "Rights"), in perpetuity and free of charge, to Eskom and over the Property, for the distribution and transmission of electricity and related purposes, substantially along the route indicated by letters A-B on the attached sketch plan, comprising an area of nine meters on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), and the Rights include those set out in paragraph 0 hereof.



- 2.2 To the extent necessary to give effect hereto, the Owner's spouse, Lessee and/or Usufructuary agrees to the granting of the Rights by signing below.
- 2.3 The Rights, specifically, include the rights to:
- 2.3.1 convey electricity and telecommunication across the Property;
- 2.3.2 erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (herein referred to as the "Goods") and the Owner agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods;
- 2.3.3 enter and be upon the Property at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
- 2.3.4 have these Goods remain on the Property for so long as either Eskom or the Owner requires them to;
- 2.3.5 extend the Goods to other customers, suppliers or contracting parties of Eskom, over the Property;
- 2.3.6 use existing roads and gates giving access to and running across the Property and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Property and the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
- 2.3.7 remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in paragraph 3.2 hereof;
- 2.3.8 every ancillary right necessary or convenient for the proper exercise of the Rights granted to Eskom; and
- 2.3.9 At Eskom's election, have this wayleave registered as a servitude against the title deed of the Property.
- 2.4 The Rights will apply to all electricity infrastructure on the Property and the area which such infrastructure covers will be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the Owner herewith grants permission for all electricity infrastructure on the Property to remain on the Property.
- 2.5 Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area required by the Owner, are for the Owner's account and must be paid for by the Owner in advance. Eskom will effect such changes or removals after receipt of such payment, if such changes or removal are technically possible.
- 2.6 The Contractor may exercise any of the Rights.
- 2.7 Eskom may:
- 2.7.1 let any portion of the Goods to any third party on such conditions as Eskom may deem fit;
- 2.7.2 cede all or any of the Rights granted in terms of this Wayleave to any third party.



### 3. THE OBLIGATIONS

- 3.1 Eskom must:
  - 3.1.1 ensure that any of Eskom's gates that it had used is closed after use;
  - 3.1.2 pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by Eskom, its employees or agents in pursuit of the Rights, save where Eskom is acting in accordance with sub-clause 2.3.7 of this document; and
  - 3.1.3 where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this sub-clause 3.1.1.
- 3.2 The Owner must ensure that no:
  - 3.2.1 building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within nine metres from any structure-supporting mechanism (the "Restricted Area");
  - 3.2.2 tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless if it is outside of the Wayleave or Restricted Area;
  - 3.2.3 material which may in the opinion of Eskom endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.
- 3.3 The Owner must bring the existence of this wayleave contract to the attention of any purchaser or other transferee of the Property (or of any portion of the Property) before the Property (or any portion thereof) is sold and/or transferred to such purchaser or transferee, or if the Owner grants any further rights in or to the Property to any other third party, to such third Party.
- 3.4 The Owner must inform Eskom in writing if it is going to sell the Property.
- 3.5 The Owner's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from Eskom concerning the protection of electricity infrastructure.

### 4. SPECIAL REMARKS

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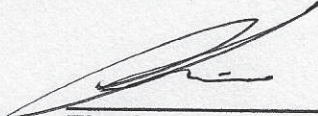
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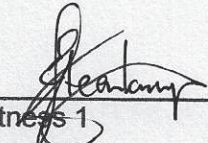
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Signed at WILDEBEGSTHOEK on 2<sup>ND</sup> of MARCH 2020.

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

  
\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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Signed at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Spouse of the Owner if married in community of property  
or second owner

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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Signed at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Tribal Authority

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Stamp:

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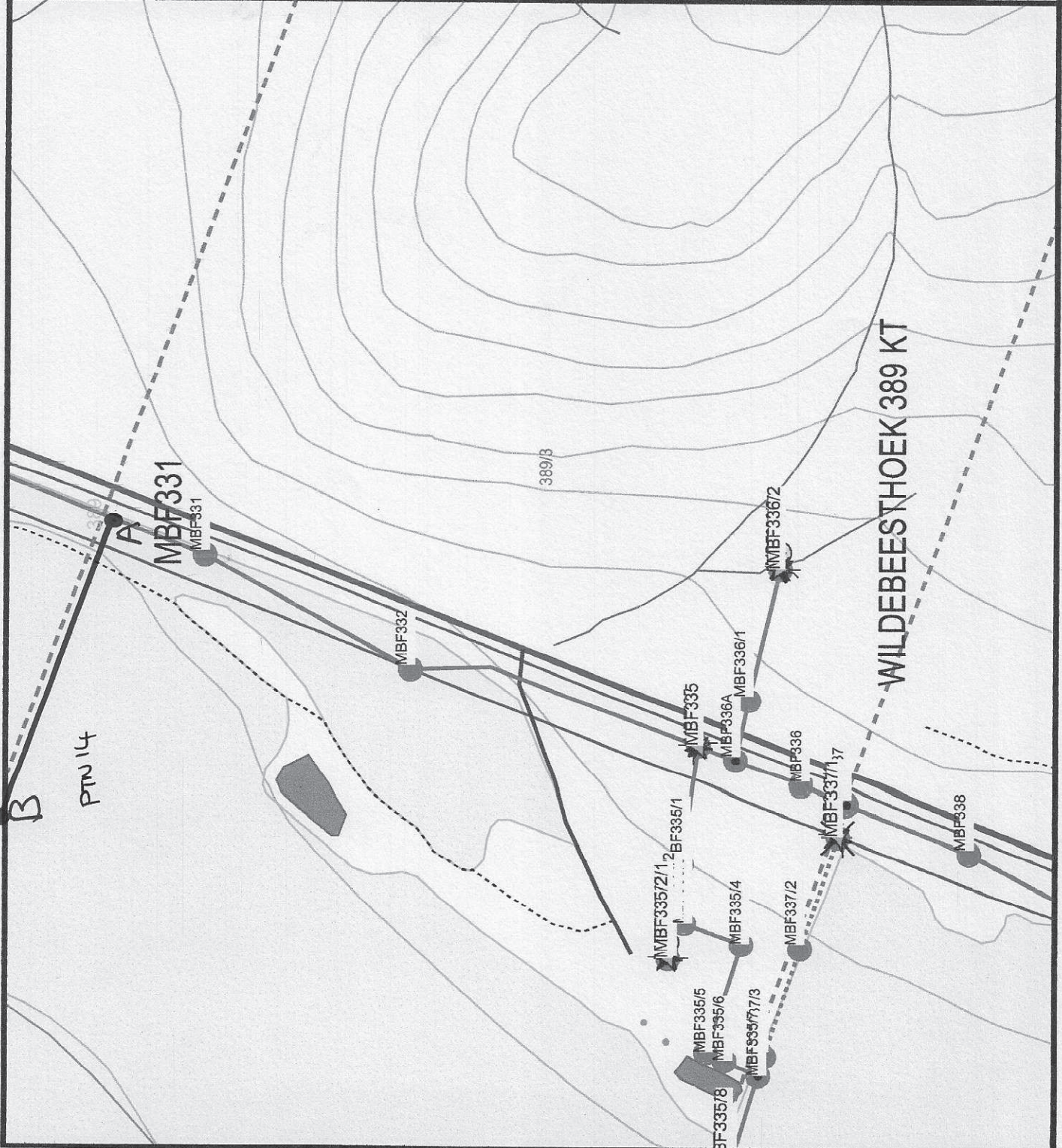
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Signed at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

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

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



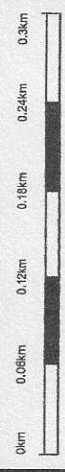
Owner: \_\_\_\_\_  
 Witness: *[Signature]*  
 Witness: \_\_\_\_\_  
 Date: 2020/03/02

Eskom: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Date: 20 /    /   

**Wayleave Sketch**  
**GB316588835 - C MOLLER**  
**(LPU)**

The route depicted by:

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



Scale: 1:5000



Author: Mapula Raphaela  
 Map Number: 2430CD  
 Revision: \_\_\_\_\_ Date: 2020-02-24

Select a bitmap

# Property Enquiry Details



Property enquiry results for "KT, 389, 14" in the Deeds Registry at "LIMPOPO"

## Property detail:

Deeds registry	LIMPOPO
Property type	FARM
Farm name	WILDEBEESTHOEK
Farm number	389
Portion	14
Province	LIMPOPO
Registration division/Administrative district	KT
Local authority	GREATER TUBATSE LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	T150631/2003
Extent	149.4979 H
LPI Code	T0KT00000000038900014

## Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T21794/2011PTA	20110414	20101025	R7200000.00	20181023 12:27:59	Yes

## Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T21794/2011PTA	WILDEBEESHOCK 14 PTY LTD	200200196507	-	Yes

## Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
B15950/2011PTA	FIRSTRAND BANK LTD	R6350000.00	-	Not available
B1743/2017	FIRSTRAND BANK LTD	R45000000.00	20181128 09:48:33	Yes
B23089/2015PTA	FIRSTRAND BANK LTD	R20000000.00	-	Not available

### ESKOM NORTHERN REGION POLOKWANE AREA

Checked by Contractor: MCB SURVEYS Date: 02/03/2020 PROJECT No.: G13316588835 Item 1 of 1

Checked by Eskom: \_\_\_\_\_ Date: \_\_\_\_\_

	Contractor	Eskom
Item no	✓	
Eskom representative, the person presenting the wayleave	✓	
Owners name, address, id number and contact details	✓	
Widowed, unmarried or married out of community of property	✓	
Portion number on front page	✓	
Farm name on front page	✓	
Size and transport number	✓	
Letters indicating route at "1" <u>21</u>	✓	
Building restriction	✓	
Date signed	✓	
Signature of property owner	✓	
Signature of witnesses	✓	
Signature on plan	✓	
Witnesses on plan	✓	
North sign	✓	
Scale	✓	
Plan number	✓	
Route in red	✓	
Route marked by letters (a, b, c...) on plan	✓	
Parallel distance from border or other powerlines	✓	
Farm name on plan	✓	
Portion name on plan	✓	
Deeds report attached	✓	
All signatures must be original, no signatures faxed or copied will be accepted	✓	

Signed by contractor \_\_\_\_\_

Signed by Eskom \_\_\_\_\_

#### 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 Plan numbers must be according to the new system, e.g. 2527 AA (N), etc and not the old 97.18/466 number.
- 1.5 Show the planned routes in red on the sketch plan.
- 1.6 All alterations made on the Wayleave form must be initialled.
- 1.7 Only 1:2500 compilation plans will be accepted else 1:1000 computer drawn plan. Any plan not to scale will not be accepted.
- 1.8 **If you do the wayleave the first time right, you do not have to go back a second time to a property owner. Usually at that stage the line is constructed and the owner not supportive!**
- 1.9 You are responsible to deliver a correct wayleave up and until it is received by the relevant Land Development Office.