

AREA: <u>MARBLE HALL</u>	PROJECT NO.: <u>GMH202203326</u>
FEEDER: <u>VAALFONTEIN NORTH</u>	ITEM OF:
SUPPLY TO: <u>FARMING</u>	
ESKOM REPRESENTATIVE: <u>T. NGOREMI</u>	TEL: <u>015 295 4766</u>
*DISTRIBUTION/*TRANSMISSION	FAX: <u>—</u>

**WAYLEAVE CONTRACT
OVERHEAD POWERLINE AND/OR UNDERGROUND CABLE**

1. GENERAL

1.1 Identification of parties:

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

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

1.1.3 Lessee means _____,
a company / close corporation / trust / partnership / natural person of _____ (address).

1.1.4 Owner means Dr D.A. Van Der Merwe ⁵⁶⁰⁴²⁸⁵⁰⁸⁸⁰⁸⁸, a
company / close corporation / trust / partnership / natural person of
Leskop North J5 12 Ardblersdal (address).

1.1.5 The Property means:

1.1.6 Usufructuary means _____,
a company / close corporation / trust / partnership / natural person of _____ (address).

1.2 The Owner grants, generally, an irrevocable right (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 within the area that is represented by the figure AB on the attached sketch plan (the "Wayleave Area"), and the Rights include those set out in paragraph 2 hereof.

- 1.3 To the extent necessary to give effect hereto, the Owner's spouse, Lessee and/or Usufructuary agrees to the granting of such Rights by signing below.
- 1.4 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.

2. THE RIGHTS

- 2.1 The Rights, specifically, include the rights to:
 - 2.1.1 convey electricity and telecommunication across the Property;
 - 2.1.2 erect, re-erect, remove or amend structures, conductors, cables, appliances, radio and microwave equipment and everything else as may be necessary or convenient in exercising the Rights (the "Goods") and the Owner agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where they are necessary to safely secure the Goods;
 - 2.1.3 have these Goods remain on the Property for so long as either Eskom or the Owner requires them to;
 - 2.1.4 enter and be upon the Property at any time in order to construct, erect, operate, use, maintain, inspect, repair, re-erect, alter, amend or remove the Goods or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.1.5 extend the Goods to other customers of Eskom over the Property;
 - 2.1.6 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, by as direct a route possible, or in order to gain access to any adjacent property in the exercise of rights similar to the Rights;
 - 2.1.7 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 2.6 hereof;

and every ancillary right necessary or convenient for the proper exercise of the Rights granted to Eskom.

- 2.2 The Rights will apply to all existing 11 kV, 22KV and 33 kV overhead lines or cables on the Property and the area which such lines cover will, together with the restriction area referred to in 8.3, be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the Owner herewith grants permission for all existing 11 kV, 22 kV and 33 kV lines on the Property to remain on the Property.
- 2.3 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 is technically possible.
- 2.4 The Contractor may exercise any of the Rights of Eskom.
- 2.5 Eskom must:
- 2.5.1 ensure that any gates it uses are kept closed;
 - 2.5.2 pay reasonable compensation for intentional damage to crops within the Wayleave Area
 - 2.5.3 pay reasonable compensation where damage or injury is caused by any negligent act or omission on the part of Eskom or its employees or agents. However, no compensation is payable for damage to natural vegetation within the Wayleave Area;
 - 2.5.4 if paragraph 2.4 applies, ensure that the Contractor complies with the obligations of Eskom contained in this paragraph.
- 2.6 The Owner must ensure that:
- 2.6.1 no 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 9 metres from any structure-supporting mechanism in the Wayleave Area (the "Restricted Area");
 - 2.6.2 no 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, irrespective of whether it is outside of the Wayleave or Restricted Area;
 - 2.6.3 no material which may in the opinion of Eskom endanger any power line is placed within the Wayleave Area or Restricted Area.
 - 2.6.4 The Owner's attention is drawn to the prescriptions of section 10.17.1 promulgated in terms of the Explosives Act 26 of 1956, that which prescribes that when blasting is to be done within 500

metres of any powerline written confirmation from must be obtained from Eskom concerning the protection of powerlines.

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.

Signed at _____ on _____


Eskom Holdings SOC Limited

Witnesses:

1. _____

2. _____

Signed at _____ on _____



The Owner

Witnesses:

1. _____

2. _____

Signed at Ardeborsdal on 2017/06/07

Spouse of the Owner if married in community of property

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

The Usufructary

Witnesses:

1. _____

2. _____

Signed at _____ on _____.

The Lessee

Witnesses:

1. _____

2. _____