

AREA: <i>Rosettenal</i>	PROJECT NO. <i>GR182540240</i>
FEEDER: <i>Rosettenal 11 kV</i>	1 of 1
SUPPLY TO: Vodacom: DeBerg	
REPRESENTATIVE: <i>J. Erasmus</i>	TEL: <i>060 679 6827</i>
Vodacom Electrical Infrastructure Project (MPS)	Email:

## WAY LEAVE AGREEMENT UNDERGROUND CABLE(S)

I/We, the undersigned (full names)

*John Pitman Blok v* ..... in my capacity as  
*owner* ..... of *Gedachte 1 plaas Wankoop 78 Ald. JT.*

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

(Identity number: *50 01 17 5062085* )

Address: *352 Elizabeth Grove str Lynnwood Pretoria*  
Postal Code *0081*

Tel No.: *082 454 8183* ..... *012 349 3000*  
being the REGISTERED OWNER/S

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

*Portion 1 of Farm Wankoop 78 JT*

situate in the Administrative District of *Highlands* ..... held by virtue of Title Deed/s  
number/s *T/64 81/1985* extent *566.5659 H.*

(\* Delete if not applicable)

(hereinafter referred to as the "Property") hereby grant/s to **Vodacom** 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 **Vodacom**:

- 1.1 the right to erect an underground cable(s) together with such structures, works, appliances, apparatus, conductors ("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 *A - P* ..... on the sketch attached hereto, as may at any time be necessary or convenient in exercising the right of way leave for underground cable(s) (hereinafter together with the restriction area referred to in 3.1, referred to as the "Right of Way Area").

*X. J. P. B.*

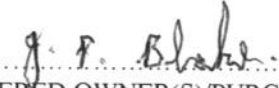
- 1.2 the right to enter and be upon the property at any time (Subject to "5.") in order to construct, erect, operate, use, maintain, repair, re-erect, remove, alter or inspect the structures, works, appliances, apparatus, conductors or cables ("works") on the property, or in order to gain access to any adjacent properties in the exercise of similar rights.
  - 1.3 the right to have access to and egress from the cable route 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. (Subject to "5.")
  - 1.4 the right to remove any rock, 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. **Vodacom** shall exercise its rights subject to the following terms and conditions -
- 2.1 **Vodacom** shall ensure that any gates used by its personnel shall be kept closed.
  - 2.2 **Vodacom** shall pay compensation:
    - 2.2.1 where damage or injury is caused by any negligent act or omission on the part of **Vodacom**, its employees or contractors;
  - 2.3 **Vodacom** will follow "Farm Access Protocol" and thereby request permission to access the property
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 underground cable be placed within .....3..... metres of the centre line of underground cable without the prior written permission of **Vodacom**.
  - 3.2 No tree shall be planted within the Right of Way Area.
  - 3.4. No material which may in the opinion of **Vodacom** endanger the safety of any cable shall be placed within the Right of Way Area.
4. The right of way leave hereby granted to **Vodacom** -
- 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.
5. Remarks / Special Conditions:
- .....1) No servitude will be registered over the property.
- .....2) Farm Access Protocol will be followed as described on:  
 "http://www.tlu.co.za/index.php/en/kongres-2/42-english/latest-news/441-protocol-for-access-to-farms.html"

X. J. P. B. x. J.

Signed at Lynnwood on this 23 day of September 2016.

AS WITNESSES:

1.  .....

 .....

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

2. ....

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


AS WITNESSES:

1. ....  
for and on behalf of  
**Vodacom**

2. ....

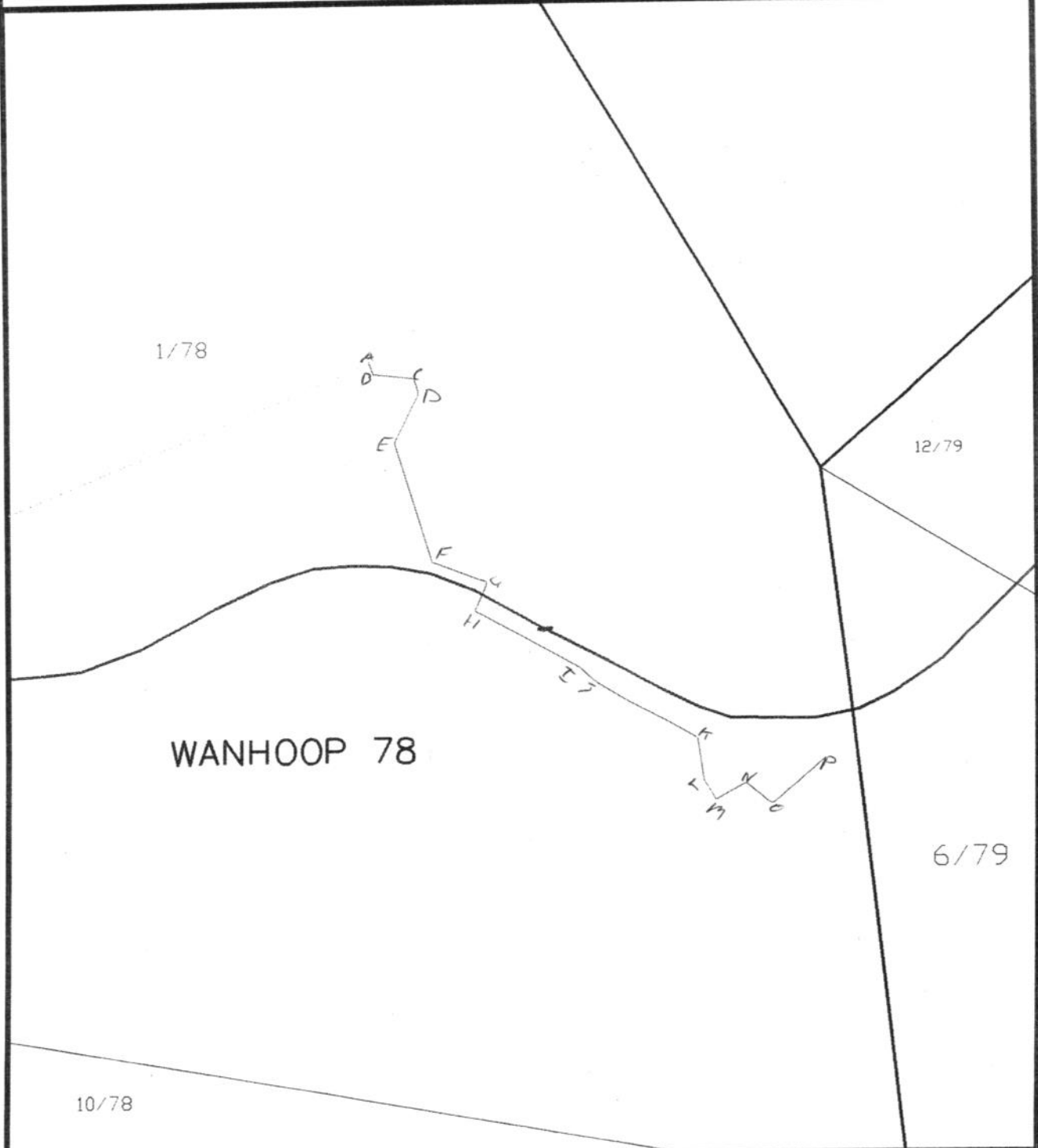
(\* Delete whichever is not applicable)

*This way lease agreement is only applicable during duration of tower lease agreement between J.P. Blake and Vodacom. - See separate document.*

*J.P. Blake*  


X *J.P. Blake* X .....

RED LINE INDICATES PROPOSED ROUTE



ESKOM DISTRIBUTION  
LIMPOPO OPERATING UNIT

EngSurv cc.

Pieter du Preez

Tel : 082 448 3978

FAX: 086 543 7504



*J. P. Blake*

REGISTERED OWNER

WITNESS

1. *[Signature]*  
2. \_\_\_\_\_

ROUTE/SITE *Rossenehal 11kV*

PROJECT NO. *GR18254CZ40*

PROPERTY *Portion 1 of farm*

*Wanhooop 78 JT*

COMP *2530AAS*

SCALE *1:5000*



## Property Enquiry Details



### Property enquiry results for "JT, 78" in the Deeds Registry at "MPUMALANGA"

#### Property detail:

Deeds registry	MPUMALANGA
Property type	FARM
Farm name	WANHOOP
Farm number	78
Portion	1
Province	MPUMALANGA
Registration division/Administrative district	JT
Local authority	HIGHLANDS LOCAL MUNICIPALITY
Previous description	-LG839/970
Diagram deed number	T17028/945
Extent	544.5659 H
LPI Code	T0JT0000000007800001

#### Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T16481/1985	19850514	19850309	R96000.00	20060706 10:14:59	Yes

#### Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T16481/1985	BLAKE JOHN PITMAN	5001175062002	-	Yes

#### Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
K2527/1975S	-	-	-	Not available
K308/1970S	-	-	-	Not available
K323/1945RM	-	-	19860101 05:49:06	Yes
K5814/1993RM	-	-	20030101 12:42:18	Yes
K965/1978S	-	-	-	Not available
CL-EAST VAAL DC	-	-	-	Not available
INFO FROM PRETORIA DEEDS REGIS	-	-	-	Not available
JT.78.1	-	-	19880101 07:10:35	Yes

#### History:

Document	Holder	Amount	Microfilm reference	Document copy?
T10892/1953	BLAKE JOHN STROUD 1/2	-	1985 0607 1894	Yes
T17029/1945	BLAKE JOHN STROUD 1/2	-	1985 0607 1901	Yes

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Requested by **A0022479** with user reference **None** on: Monday, 26 September 116 09:40

DeedsWeb Version 4.0.1

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## ESKOM NORTHERN REGION POLOKWANE AREA

Checked by Contractor: J. Erasmus Date: 24/07/16 PROJECT No.: CR192540240 Item 1 of 1  
 Checked by Eskom: \_\_\_\_\_ Date: \_\_\_\_\_

Item no	Contractor	Eskom
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 "1.1"	✓	
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