

AREA: <u>Mantsele</u>	PROJECT NUMBER: <u>RW421621075</u>
FEEDER: <u>Lehau 22 kV</u>	ITEM <u>2</u> OF <u>2</u>
SUPPLY TO: <u>Druze Construction</u>	
ESKOM REPRESENTATIVE:	TEL: <u>060 6796827</u>
DISTRIBUTION <u>J. Erasmus</u>	Email:

**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 CW Van Baalen Familie Trust

(ID 10670), a company / close corporation / trust / partnership / natural person / Government department / tribal authority of

address PO Box 301, Settlers

Postal Code 0130 Tel No. 084 2511720 herein represented

by Quan Baalen in my capacity as

owner of Afzet.

(ID 1201105281080), who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: Portion 1 of farm Afzet 140 JR

Title Deed No.: T145619/1998 Extent: 779,1754 H

Local Authority: Bela-Bela

**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 ABCD 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 2 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.

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### 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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Signed at Afzel on 05 of August 2021.

  
\_\_\_\_\_  
**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

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Stamp:

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

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

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

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



# WAYLEAVE AGREEMENT SKETCH

Reference	CAD-Wayleave-LOU
Effective Date	15/10/2015
Revision	01

## AFZET 140

Portion 33 Of Farm Witlaagte 173 JR

A B

C D

  
REGISTERED OWNER

WITNESS



SUPPLY TO: DRUZA CONSTRUCTION

PROJECT No. RWW421621075

PROPERTY: Portion 1 Of Farm Afzet 140 JR

Portion 33 Of Farm Witlaagte 173 JR

DATE 05/08/21

REV:

SCALE 1:8000



THIS DRAWING IS THE PROPERTY OF Eskom



## Property Report

### Farm Enquiry

#### General Information

Date Requested	2021-08-06
Deed Office	Limpopo
Information Source	Deed Office

#### Property Details

Deeds registry	LIMPOPO
Property type	FARM
Farm name	AFZET
Farm number	140
Portion	1
Province	LIMPOPO
Registration division/Administrative district	JR
Local authority	BELA-BELA LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	T3105/947
Extent	779.1754 H
LPI Code	TOJR00000000014000001

#### Deeds Title Details

#	Document	Registration Date	Purchase Date	Amount (R)
1	T145419/1998PTA	19981215	19980902	R1800000.00

#### Owner Information

#	Document	Full name	Identity Number	Share
1	T145419/1998PTA	C W VAN BAALen FAMILIETRUST	10670	-

#### Endorsements/Encumbrances

#	Endorsement	Holder	Amount (R)	Microfilm Reference
1	K2984/1990SPTA	-	-	-
2	CONVERTED FROM PTA	-	-	-
3	JR,140,1	-	-	20190125 07:47:43

#### Historic Documents

#	Document	Holder	Amount (R)	Image Reference
1	B34263/1990PTA	VOLKSKAS	R250000.00	-
2	B108554/1992PTA	ABSA BANK LTD	-	-
3	B102450/1998PTA	-	-	-
4	B117849/2003PTA	-	-	-
5	T40340/1982PTA	A GELDENHUYS	-	-
6	T6954/1983PTA	GELDENHUYS ANNA ELEONORA C	-	-
7	T53738/1987PTA	SWANEPOEL CHRISTIAAN HENDRIK JACOBUS	R389587.00	-

Consultant J. Erasmus PROJECT No. R000621621075 Item 2 of 2  
 Eskom \_\_\_\_\_

		Reference	Consultant	Eskom
1	Item no	Office	✓	
2	Eskom representative, the person presenting the wayleave	Office	✓	
3	Owners name, address, id number and contact details	1.13	✓	
4	Property Details	1.14	✓	
5	Letters indicating route at	2.1	✓	
6	Initial Signature on Pages 1 to 3 by owner and witnesses	Initial Sign	✓	
7	Date signed	Sign	✓	
8	Signature of property owner	Sign	✓	
9	Signature of witnesses	Sign	✓	
10	Signature on sketch	Sign	✓	
11	Witnesses on sketch	Sign	✓	
12	North sign	Office	✓	
13	Scale	Office	✓	
14	Proposed Route	Sketch	✓	
15	Route marked by letters (a, b, c...) on sketch	Sketch	✓	
16	Parallel distance from border or other powerlines	Sketch	✓	
17	Property Details on sketch	Office	✓	
18	Deeds report attached	Deeds	✓	
19	Property Schedule Submitted	Schedule	✓	

Signed by Consultant  \_\_\_\_\_ Date : 06/08/21

Signed by Eskom \_\_\_\_\_ Date : \_\_\_\_\_

### NOTES

1.1	If the owner is the registered owner of an Institution, a Government Department, or a Company etc, the <b>full names and capacity</b> of the undersigned must also completed. 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	All alterations made on the Wayleave form must be initialled.