



VNT-OSV Interconnector

AREA: <u>Vod/Water</u>	PROJECT NUMBER:
FEEDER: <u>Tafelkop 22kV Visgat 22kV</u>	ITEM <u>1</u> OF <u>1</u>
SUPPLY TO: <u>Eskom</u>	
ESKOM REPRESENTATIVE: <u>A. Mollam</u>	TEL: <u>078 763 0556</u>
DISTRIBUTION	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.

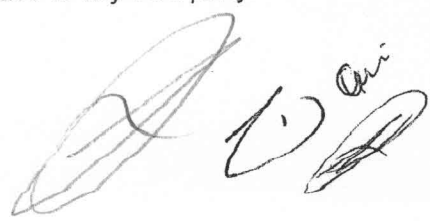
1.1.3 Owner means RML Distributors and Developers Pty Ltd
(ID 2014/045061/07), a company / ~~close corporation~~ / trust / partnership / natural person / Government department / tribal authority of address 3A Michael Road, Chanclyff
Postal Code 1739, Tel No. (011) 954-107 herein represented by Leon Combrink in my capacity as Director of RML Distributors & Developers
(ID 5702285050 080), who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: Farm Tulani 706 LR
Title Deed No.: T521/2021 Extent: Farm Tulani 706 LR ^{445:7342 H11}
Local Authority: Limpopo Province Kephalakhe

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 to J 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 (line deviation) to or removal (Line dismantling) 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.

The block contains several handwritten signatures and initials in black ink. There is a large, stylized signature on the left, and to its right, there are several smaller initials and signatures, including one that appears to be 'C. D.' and another that looks like 'Qui'.

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

ALL WORKS MUST BE COMMUNICATED AND
DATES GIVEN TO LAND OWNER.

LEON COMBRINK

EMAIL ANYEUEC@IAFRILA.COM

083 2251424.

Signed at Krugersdorp on 1 of July 2022.

Jean Combrinck
The Owner

[Signature]
Witness 1

[Signature]
Witness 2

Signed at _____ on _____ of _____ 20____.

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

Witness 1

Witness 2

Signed at _____ on _____ of _____ 20____.

Tribal Authority

Witness 1

Witness 2

Stamp:

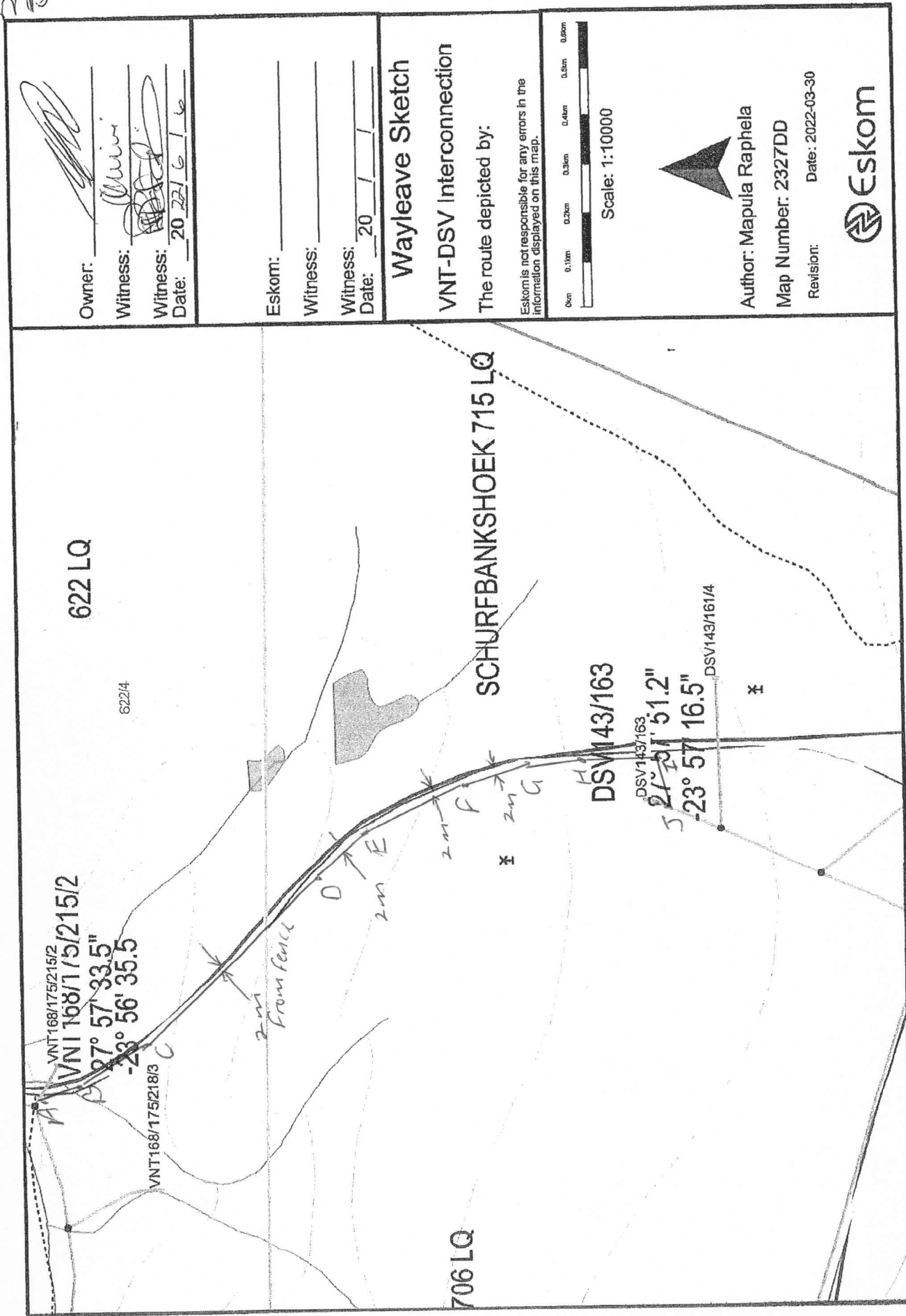
Signed at _____ on _____ of _____ 20____.

Eskom Holdings SOC Limited

Witness 1

Witness 2

[Signature]



Owner: _____
Witness: _____
Witness: _____
Date: 20 22 / 6 / 6

Eskom: _____
Witness: _____
Witness: _____
Date: 20 / /

Wayleave Sketch

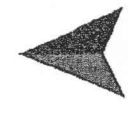
VNT-DSV Interconnection

The route depicted by:

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



Scale: 1:10000



Author: Mapula Raphaela
Map Number: 2327DD
Revision: _____ Date: 2022-03-30





agriculture, land reform
& rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Deeds Registration Office

DeedsWEB

Property Report

Farm Enquiry

General Information

Date Requested 2022-04-25
Deed Office Limpopo
Information Source Deed Office

Property Details

Deeds registry LIMPOPO
Property type FARM
Farm name TULANI
Farm number 706
Portion 0 (REMAINING EXTENT)
Province LIMPOPO
Registration division/Administrative district LQ
Local authority LEPHALALE LOCAL MUNICIPALITY
Previous description -
Diagram deed number T16150/2006
Extent 445.7342 H
LPI Code TOLQ00000000070600000

Deeds Title Details

#	Document	Registration Date	Purchase Date	Amount (R)
1	T521/2021	20210208	20201214	R4250000.00

Owner Information

#	Document	Full name	Identity Number	Share
1	T521/2021	R M DISTRIBUTORS & DEV PTY LTD	201404506107	-

Endorsements/Encumbrances

#	Endorsement	Holder	Amount (R)	Microfilm Reference
1	CONVERTED FROM PTA	-	-	-
2	CONSOLIDATE FROM	REG DIV LQ ,NAME SCHURFBANKSHOEK ,NO 658 ,PRTN 2	-	-
3	CONSOLIDATE FROM	REG DIV LQ ,NAME VOORSTANDFONTEIN ,NO 622 ,PRTN 3	-	-

Historic Documents

#	Document	Holder	Amount (R)	Image Reference
1	B12724/1999PTA	-	-	-
2	B40151/2005PTA	-	-	-
3	T16150/2006PTA	TULANI FAMILY TRUST	CCT	-
4	T21853/2010PTA	MAPASAN BOERDERYE PTY LTD	R6110000.00	20190115 13:31:31
5	T39/2019	KARANA PROP INV PTY LTD	R3000000.00	20210218 08:53:55

Consultant Amellam PROJECT No. VNT-OSV Interconnect Item 1 of 1
 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 : 11/1/22

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 full names and capacity 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.

etienne d. vlok

incorporating

PHILLIPS & OSMOND

since 1904



attorneys - notaries - conveyancers

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Docex 21, Krugersdorp

 **011 664 6330**
 **086 689 5482**

e-mail: etienne@etiennevlok.co.za

Your Reference	Our Reference	Date
	MR VLOK	03 June 2022
	LB/305148	

Dear Anthony,

RE: WAYLEAVE CONTRACT: MR LEON COMBRINCK

Our telephone discussion refers.

Mr. Leon Combrinck has requested that I address two issues with you relating to the draft Wayleave contract which you submitted to him for consideration and signature.

1. Mr. Combrinck is agreeable to granting Eskom the servitude requested by them, but the route of the servitude must follow the route of the Beauty Road on the inside of the fence adjoining the road, but it may not extend inward onto Mr. Combrinck's property for more than a distance of 5 (five) meters from the fence. When preparing the necessary diagram relating to the servitude, you are requested to indicate the servitude line as required above.
2. I also confirm that it was agreed that clause 2.5 of the Wayleave contract does not make sense and that this may be deleted.

The Wayleave contract as presented to Mr. Combrinck undercover of your letter of the 31st of May, duly completed, initialed and signed as requested by you, is sent herewith.

Kindly acknowledge and confirm that clause 2.1 which sets out the route of the powerline will be completed as set out above.

Kind regards,

ETIENNE D. VLOK INC.

per: Etienne Vlok

etienne d. vlok incorporated
Registration no. 2000/012328/21

Directors:

Etienne Doyle Vlok B.Iuris., De Wet Alexander Swart LI.B