



ZONE: <u>TRANEEN</u>	PROJECT NUMBER: <u>M28402103SA</u>
FEEDER: <u>JACHTPAD</u>	ITEM OF:
SUPPLY TO: <u>PACILHOWE</u>	
ESKOM REPRESENTATIVE: Mathiba Zebedius	TEL:0152301410
*ISTRIBUTION	Email:mathibzm@eskom.co.za

**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.

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:

Name: BERTIE VAN ZYL PTY LTD

ID No: X  
a company / close corporation / trust / partnership / natural person / Government department / tribal authority [delete which is not applicable] of

Address: FARM BOEKENHOUTBUKT, JACHTPAD  
MOOKETS

Tel No: 015 395 8200  
If not a Natural Person, herein represented by:

Name: PHILE VAN ZYL

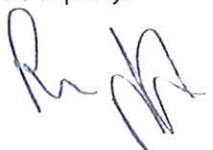
ID No: 5704065094080  
who through signature here below, warrants his or her authority to sign on behalf of the Owner.

1.1.4 Property means: BOEKENHOUTBUKT 385LT

mm  

## 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, C on the attached sketch plan, comprising an area \_\_\_\_\_ 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.

mm 

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 9 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.

m m  

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.

Signed at MOOKETSÍ on 2<sup>ND</sup> JULY 2019

*[Signature]*  
The Owner

Witnesses:  
1. *nhlwaiwa*

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Spouse of the Owner if married in community of property

Witnesses:  
1. \_\_\_\_\_

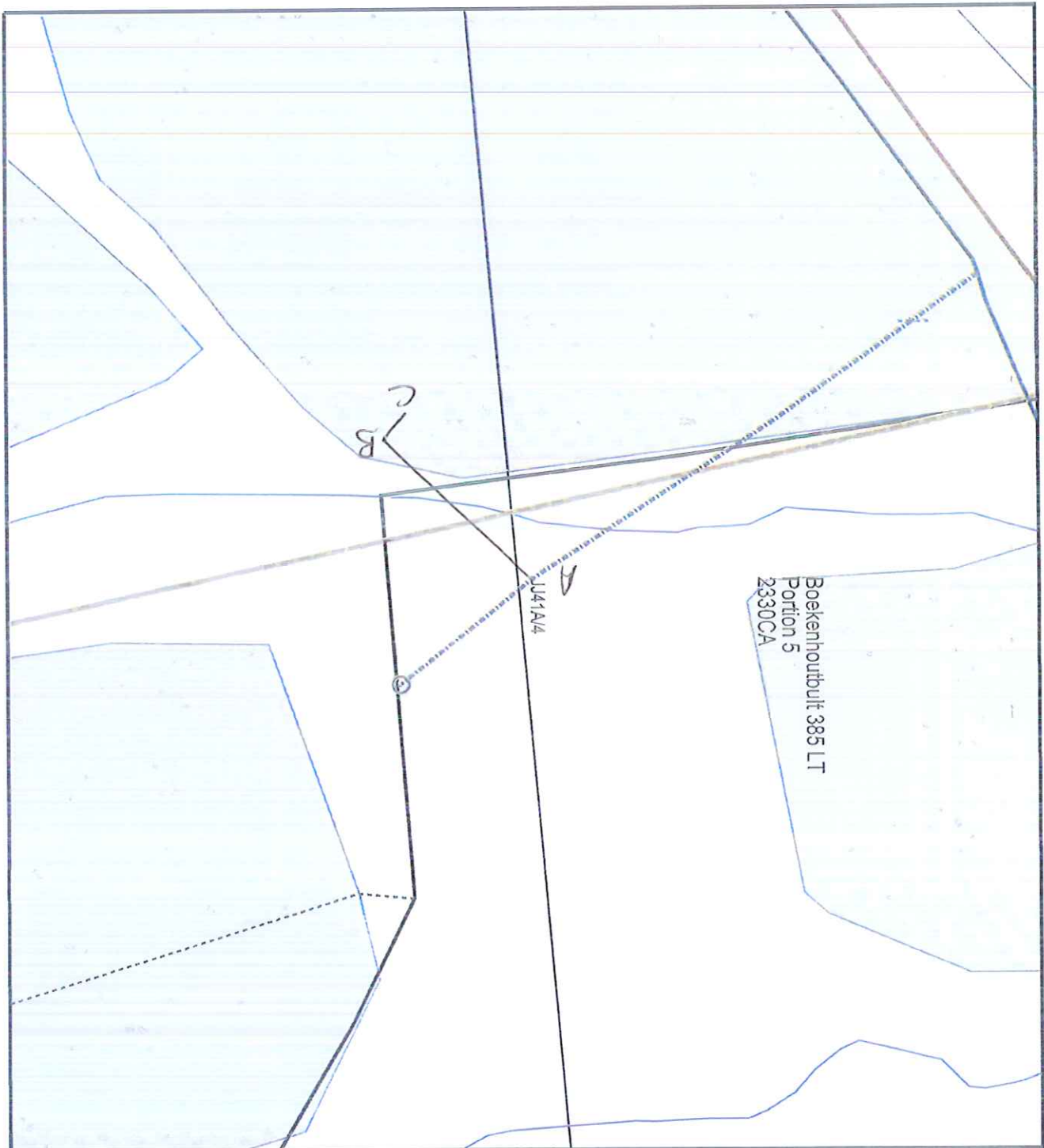
2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_.

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

Witnesses:  
1. *[Signature]*

2. \_\_\_\_\_



Owner: *Anders Sk*

Witness: *M. B. B. B.*

Witness: *2019/07/02*

Eskom: *M. A. M. M.*

Witness: *Nathiba Z.M*

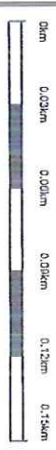
Witness: *2019/07/02*

**Wayleave Sketch**

M284021035 B v Zyl

The route depicted by: *A, B, C*

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



Scale: 1:2500

Projection: Lambert SA HH94 cm (cm)



Author: Britzf

Map Number: 2330CA

Revision: Date: 2019-07-01



## ANNEXURE 1

### 1. WHEREAS

- 1.1. The Customer adheres to international best practices of Bio Security and Food safety;
- 1.2. The Customer has requested and Eskom has agreed to adhere to the Customer's standard access procedure described below;
- 1.3. The Customer's operates a well marked security office and security gate for the property which is operational for 24 hours of every day;

### 2. THE CUSTOMER AND ESKOM AGREES AS FOLLOWS

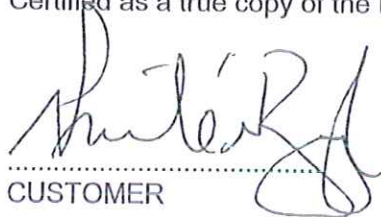
- 2.1. This Annexure 1 forms an integral part of the Way Leave Agreement;
- 2.2. Eskom and the customer agrees with regards to access procedures to differentiate between:
  - 2.2.1. Period of initial construction;
  - 2.2.2. Planned maintenance;
  - 2.2.3. Unforeseen emergency situations;
- 2.3. The following general guidelines applies in all circumstances:
  - 2.3.1. Except for emergency situations Eskom shall give written notice to the Customer of its intention to enter the property;
  - 2.3.2. Eskom must report to the security control point at the main entrance on the farm **BOEKENHOUTBULT 385LT**
  - 2.3.3. The Customer's property rights will be respected by Eskom;
  - 2.3.4. In the unforeseen event where Eskom wish to obtain entry after the agreed procedure has been followed and the designated security guard is not present at the security gate on the farm **BOEKENHOUTBULT 385LT**, the Eskom official will phone the telephone number that is clearly marked at the designated gate to notify the Customer of Eskom's intention to enter the property;
- 2.4. Only in emergency situations where either the security guard is not available or the phone is not answered may Eskom enter the property without notifying the owner or those designated by the owner. In such an event Eskom must keep a record to show that they were indeed unsuccessful to make contact with the Customer when following the procedures set out in this agreement.
- 2.5. Specific guidelines for entry to the property for the categories of situations is set out in Table 1 below:



Tabel 1

	CONSTRUCTION	MAINTANANCE	EMERGENCY
Notice Period Prior to Entry	14 Days	7 Days	Immediately after delivery of notice
Notice address	Domicillium citandi et executandi	Domicillium citandi et executandi	Guard on Duty
Validity Period of Notice	Stipulated Duration of Construction	Stipulated Duration of Maintenance Limited to 5 days per Notice	Duration of Emergency
Notice of Completion	Applicable	Applicable	Applicable

Certified as a true copy of the Entry Control Agreement.

  
 .....  
 CUSTOMER

.....  
 ESKOM