



AREA: POLOKWANE	PROJECT NO. MPB 155051320
FEEDER: BRAKSHOOT	11KV
SUPPLY TO: MADIMETSA DAVID MAHAPA.	
ESKOM REPRESENTATIVE: J. H. VORSTER	TEL: 015 2976850.
*DISTRIBUTION/*TRANSMISSION D.	FAX: 0866594192.

## WAY LEAVE AGREEMENT OVERHEAD POWER LINE/UNDERGROUND CABLE(S)

I/We, the undersigned (full names)

MADIMETSA DAVID MAHAPA.

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

(Identity number: 5202025710085 married in/out-of-community of property with/without accrual/marital power)

Address: P.O. Box 55100  
POLOKWANE Postal Code 0700

Tel No.: 0710418702 0794865639  
being the REGISTERED OWNER/S  
and

(Identity number: ..... married in/out of community of property with/without accrual/marital power)

Address: .....  
Postal Code .....

Tel No.: .....  
being the \*PURCHASER/LESSEE/USUFRUCTUARY/HEIR/OCCUPANT

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

LREKWKUL 691 & LS PORTION 213

situate in the Administrative District of POLOKWANE LOCAL MUNICIPALITY

held by virtue of Title Deed/s  
number/s T 04048/2006 extent 12.7383 H.

MJM

(\* Delete if not applicable)

(hereinafter referred to as the "Property") hereby grant/s to Eskom Holdings Limited, Registration Number 2002/015527/06, its successors in title, assignees, licensees, (herein after referred to as "Eskom") 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 Eskom:

1.1 the right to erect an overhead power line/underground cable(s) together with such structures, works, appliances, apparatus, conductors and overhead cables ("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-B-C-D-E on the sketch attached hereto, as may at any time be necessary or convenient in exercising the right of way leave for overhead power line(s) / underground cable(s) (hereinafter together with the restriction area referred to in 3.1, referred to as the "Servitude Area").

1.2 the right to enter and be upon the property at any time 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 power lines 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 and to erect in any fence such gates as may be necessary or convenient to gain access to and egress from any power line/underground cable or accessory equipment.

1.4 the right to remove any 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. Eskom shall exercise its rights subject to the following terms and conditions -

2.1 Eskom shall ensure that any gates used by its personnel shall be kept closed.

2.2 Eskom shall pay compensation:

2.2.1 where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;

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 power line/underground cable be placed within ..... metres of the centre line of this power line/underground cable without the prior written permission of Eskom.

3.2 No tree shall be planted within the servitude area.

3.3. No tree which will grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line shall be planted within the vicinity of the power line

3.4. No material which may in the opinion of Eskom endanger the safety of any transmission line shall be placed within the servitude area.

*M D M*  
*[Signature]*

*M D M*  
*[Signature]*

*M D M*  
*[Signature]*

3.5. No mining activities or blasting operations shall be permitted within 500 metres of any power line/underground cable without the prior written permission of Eskom.

4. The right of way leave hereby granted to Eskom -

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.

4.3 shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be registered against the title deed under which the property is held; on Eskom's costs the owner and/or its heirs, assignees and successors in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration (in the office of the Registrar of Deeds) of a deed of servitude, as envisaged above.

5. Remarks / Special Conditions:

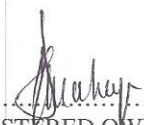
MDM None




Signed at 27 Parkview Ave on this 27 day of NOVEMBER 2015

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. ....

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:

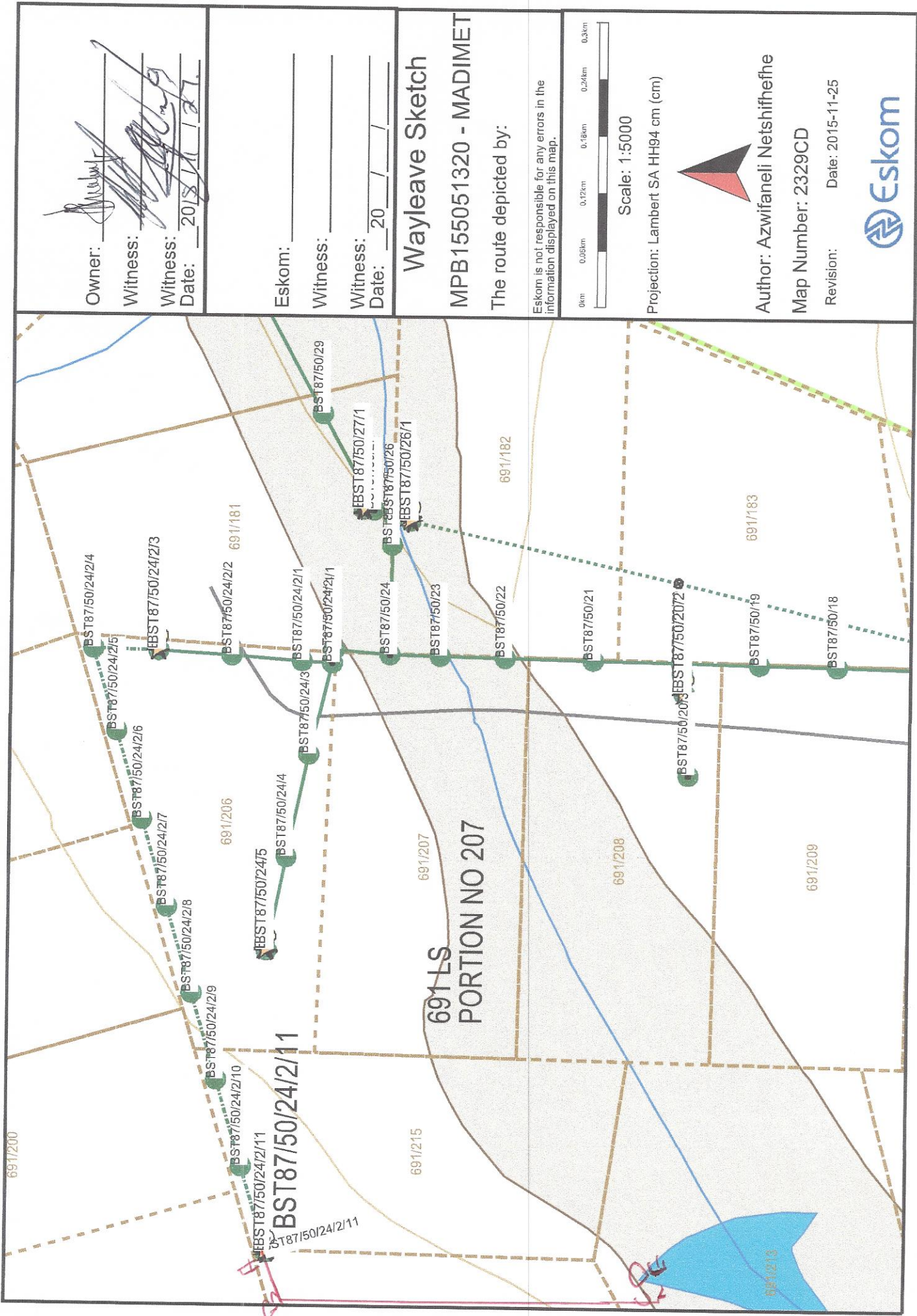
1. ....

for and on behalf of  
**ESKOM HOLDINGS LIMITED**

2. ....

(\* Delete whichever is not applicable)



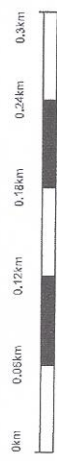


Owner: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Date: 2015/11/25

Eskom: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Witness: \_\_\_\_\_  
 Date: 2015/11/25

**Wayleave Sketch**  
**MPB155051320 - MADIMET**  
 The route depicted by:

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



Scale: 1:5000

Projection: Lambert SA HH94 cm (cm)



Author: Azwifaneli Netsihifhe  
 Map Number: 2329CD

Revision: \_\_\_\_\_ Date: 2015-11-25



# Property Enquiry Details



Property enquiry results for "LS, 691, 213" in the Deeds Registry at "PRETORIA"

## Property detail:

Deeds registry	PRETORIA
Property type	FARM
Farm name	LEEUWKUIL
Farm number	691
Portion	213
Province	LIMPOPO
Registration division/Administrative district	LS
Local authority	POLOKWANE LOCAL MUNICIPALITY
Previous description	OF PRTN 3
Diagram deed number	T94048/2006
Extent	12.7383 H
LPI Code	T0LS00000000069100213

## Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T43745/2015	20150615	20150414	R600000.00	20150626 09:25:32	<a href="#">Yes</a>

## Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T43745/2015	MAHAPA MADIMETSA DAVID	5202025710085	-	<a href="#">Yes</a>

## Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
GENERAL PLAN FROM	REG DIV LS ,NAME LEEUWKUIL ,NO 691 ,PRTN 3	-	-	Not available

## History:

Document	Holder	Amount	Image Scanned reference	Document copy?
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# Wayleave Agreement Checklist

2013 rev 02

Surveyor L. SANCOSZ.  
Eskom rep:

PROJECT No. : MPB 155051320  
Item of

Item no		
Eskom representative, (Surveyor)		✓
Owners name, address, id number and contact details		✓
Widowed, unmarried or married out of community of property		✓
Complete Property Description		✓
Extent and transport number		✓
Letters indicating route at "1.1"		✓
Building restriction		✓
Date signed		✓
Signature of property owner		✓
Signature of witnesses		✓
Signature on sketch		✓
Witnesses on sketch		✓
North symbol		✓
Scale		✓
Route in red		✓
Route marked by letters (a, b, c...) on sketch		✓
Parallel distance from boundary or other linear features		✓
Complete Property Description on sketch		✓
Deeds report attached		✓
All signatures must be original, no signatures faxed or copied will be accepted		✓

Signed by Surveyor

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 Show the planned routes in red on the sketch plan.
- 1.5 All alterations made on the Wayleave form must be initialled.