



AREA: Mabintane	PROJECT NO. Mabintane
FEEDER: Arabic Dam.	Pegging
SUPPLY TO: Mabintane Urliage.	
ESKOM REPRESENTATIVE: M. Mwetsho.	TEL: 015 230 1704
*DISTRIBUTION/*TRANSMISSION	FAX: .

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

I/We, the undersigned (full names)

.....
.....

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

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

Address:
..... Postal Code

Tel No.:

being the REGISTERED OWNER/S

and

SARAH KANYANE MAHLOELE

(Identity number: 6710080339086 married in/out of community of property with/without
accrual/marital power)

Address: P.O. Box 249
NEBO Postal Code 1059

Tel No.: 0726500538

being the *PURCHASER/LESSEE/USUFRUCTUARY/HEIR/OCCUPANT

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

Platkiip 807
.....
.....

situate in the Administrative District of Makhuduthamaga local Municipality

held by virtue of Title Deed/s
number/s T.883511950 extent 1171,6002

S.K

(* 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, (hereinafter 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 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 within9..... 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.

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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:

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Signed at Ga-Mabintane on this 15 day of 10 2014

AS WITNESSES:

Sets **Ga Mabintane**
PO Box 69391 Ga-Mabintane
NEBO 1059
072 650 0538
072 542 7560

1.

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.....
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)



WAY LEAVE AGREEMENT

STAYS AND STRUTS AND/OR (BUILDING AND TREE RESTRICTION)

AREA: Mabinthane	
FEEDER: .	
SUPPLY TO: Mabinthane Umage	
ESKOM REPRESENTATIVE: M. Musetsho	TEL: 015 230 1704.
GROUP *DISTRIBUTION/*TRANSMISSION:	FAX:

I, (full name) Middah Modishe Mofiana of
 (postal address) P.O. box 249 Hebo 1059
 the registered owner of the property 91
 situated in the district of

do hereby on behalf of myself and my successors in title agree irrevocably that, whereas ESKOM HOLDINGS LIMITED, Registration number 2002/015527/06, (hereinafter referred to as "Eskom") is about to, or has erected an overhead electric transmission line adjacent to my property, the centre line of which route is indicated in the drawing on the reverse hereof;

1. As a safety precaution -

- 1.1 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 be placed within9..... metres of the centre line of this power line without the prior written permission of Eskom.
- 1.2 The owner shall not plant any tree in the servitude area.
- 1.3 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
- 1.4 No material which may in the opinion of Eskom endanger the safety of any transmission line shall be placed within the servitude area.
- 1.5 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.

2. Eskom shall have the right to erect stays and/or struts on my property to support the poles or pylons carrying the overhead transmission line, and for this purpose to have access at all times over the property of the owner of the purpose of erecting, maintaining, replacing or removing such stays or struts.

m. m Mofiana

3. Should I decide to sell or otherwise dispose of my property referred to above, I shall use my best endeavours to advise Eskom thereof immediately so as to enable Eskom to obtain the signature of the purchaser to a similar form of agreement.
4. Eskom shall pay compensation -
 - 4.1 Where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors.

m.m. mohale

DRAWING

STAYS AND STRUTS AND/OR (BUILDING AND TREE RESTRICTION).

REMARKS:

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Signed at G. Mabintse on this 15th day of 10 2014.
 in the presence of the undersigned witnesses.

AS WITNESSES:

1.

2.

M. M. Molelele
 REGISTERED OWNER

Signed at On this day of 20.....
 in the presence of the undersigned witnesses.

AS WITNESSES:

1.

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

2.