

2015 -06- 02

INKOSI M.T YENDE
079 0952 965

AREA: Mlozi Village	PROJECT NO. MLazi Pegging
FEEDER:	
SUPPLY TO:	
ESKOM REPRESENTATIVE: T.C Sebati	TEL: (015) 297 5071
*DISTRIBUTION/*TRANSMISSION	FAX: (015) 291 7402

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

..x MICHAEL THEMBA YENDE

(Identity number: x 650102567023 married in/out of community of property with/without
accrual/marital power)Address: x P.O. BOX 164 ISWEPE SLUIS FARM - MLAZI VILLAGE
BETWEEN PANBURG & ISWEPE Postal Code * 2382

Tel No.: x 079 0952 965

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

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

.....
 Remaining Extent of Sluis No. 354-IT

situate in the Administrative District of

..... held by virtue of Title Deed/s
 number/s T.143949/1998 extent 853.0199 H

+ M.T.

M.S A.

(* 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.

M.T.

M.S A.

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:

.....

.....

.....

.....

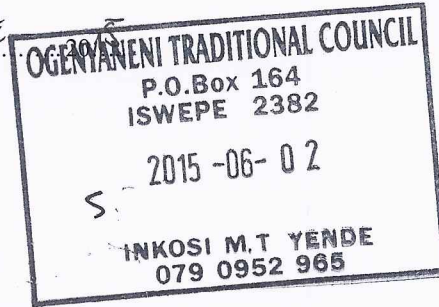
.....

.....

M. T.

M.S A.

Signed at MLAZI VILAGE on this 02 day of JUNE



AS WITNESSES:

1. [Signature]

[Signature]

 REGISTERED OWNER(S)/PURCHASER/
 LESSEE/USUFRUCTUARY/HEIR/
 OCCUPANT*/SPOUSE IF MARRIED IN
 COMMUNITY OF PROPERTY

2. [Signature]

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)

M.T.

OGENYANENI TRADITIONAL COUNCIL
 P.O.Box 164
 ISWEPE 2382
 2015-06-02
 S
 INKOSI M.T YENDE
 079 0952 965

TO WHOM IT MAY CONCERN

I, MICHAEL THEMBA YENDE

in my capacity as TRADITIONAL LEADER of OGENYANENI Tribe, being duly

authorised thereto, do hereby grant to Eskom Distribution right of "WAYLEAVE" to transmit electricity over the property.

NO:	PROJECT NO	PROPERTY DESCRIPTION
1	Mlazi	Remaining extent of Sluis No: 354-IT
2	Pegging	
3		
4		
5		
6		
7		

Yours faithfully,



Date: 02.06.2015

Property Enquiry Details



Property enquiry results for "IT, 354" in the Deeds Registry at "MPUMALANGA"

Property detail:

Deeds registry	MPUMALANGA
Property type	FARM
Farm name	SLUIS
Farm number	354
Portion	0 (REMAINING EXTENT)
Province	MPUMALANGA
Registration division/Administrative district	IT
Local authority	MKHONDO LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	DB85/27C
Extent	853.0199 H
LPI Code	TOIT00000000035400000

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T143949/1998	19981209	19961206	R2962895.00	20130204 09:29:16	<u>Yes</u>

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T143949/1998	MONDI LTD	196701303806	-	<u>Yes</u>

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Image Scanned reference	Document copy?
K285/1977S	-	-	19840101 09:47:44	<u>Yes</u>
K3407/1984S	-	-	19840101 09:47:44	<u>Yes</u>
K939/2004RM	A F C PROP PTY LTD	-	20040101 06:26:30	<u>Yes</u>

VA1779/1995	K4441/1989RM	-	20060101 03:26:49	<u>Yes</u>
VA864/1999	-	-	20060101 03:26:49	<u>Yes</u>
INFO FROM PRETORIA DEEDS REGIS	-	-	-	Not available
IT,354	-	-	19870101 04:49:04	<u>Yes</u>

History:

Document	Holder	Amount	Image Scanned reference	Document copy?
K4441/1989RM	-	-	20040101 06:26:30	<u>Yes</u>
T1719/1970	HL&H CENTRAL PRODUCTS PTY LTD	-	19930101 00:10:16	<u>Yes</u>
T113539/1992	H L & H TIMBER PRODUCTS PTY LTD	R1767000.00	19930101 00:10:16	<u>Yes</u>
T143949/1998	MONDI SOUTH AFRICA LTD	R2962895.00	20130204 09:29:16	<u>Yes</u>
T143949/1998	MONDI SOUTH AFRICA LTD	R2962895.00	20130204 09:29:16	<u>Yes</u>

[Back to top of page](#)

Requested by **A0015437** with user reference **None** on: Tuesday, 02 June 115 14:28

DeedsWeb Version 4.0.1

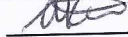
Copyright © 2001-2009, Chief Registrar of Deeds.

**ESKOM NORTHERN REGION
WITBANK ENGINEERING AREA
WAYLEAVE CHECK LIST**

Checked by Contractor: T.C. Setabi Date _____
Checked by Eskom: _____ Date _____

PROJECT No. : Mbazi Peggry Item 1 of 1

	Contractor	Eskom
Project no and item no	✓	
Eskom representative, the person presenting the wayleave	✓	
Owners name, address, id number and contact details	✓	
Widowed, unmarried or married out of community of property		
Portion number on front page	✓	
Farm name on front page	✓	
Size and transport number		
Letters indicating route at "1:1"		
Building restriction	✓	
Date signed	✓	
Signature of property owner	✓	
Signature of witnesses	✓	
Signature on plan		
Witnesses on plan		
North sign	✓	
Scale	✓	
Plan number		
Route in red		
Route marked by letters (a, b, c...) on plan		
Parallel distance from border or other powerlines		
Farm name on plan	✓	
Portion name on plan	✓	
Deeds report attached	✓	
All signatures must be original, no signatures faxed or copied will be accepted	✓	

Signed by contractor 

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 Plan numbers must be according to the new system, e.g. 2527 AA (N), etc and not the old 97.18/466 number.
- 1.5 Show the planned routes in red on the sketch plan.
- 1.6 All alterations made on the Wayleave form must be initialled.
- 1.7 Only 1:2500 compilation plans will be accepted else 1:1000 computer drawn plan. Any plan not to scale will not be accepted.
- 1.8 **If you do the wayleave the first time right, you do not have to go back a second time to a property owner. Usually at that stage the line is constructed and the owner not supportive!**
- 1.9 **You are responsible to deliver a correct wayleave up and until it is received by the relevant Land Development Office.**

Eskom Northern Region WITBANK

Schedule of property owners

Project No: Mlazi Pegging

Scheme: _____

Date: _____

Client: Eskom Witbank

NAME, ADDRESS, TEL NO OF OWNER
AND CONTACT PERSON

ITEM NO
A=AFR
E=ENG

DESCRIPTION
OF PROPERTY

DATE
WAYLEAVE
RECEIVED

REMARKS or
SPECIAL REQUIREMENTS

1
Mr Michael Themba Jende
P.O. Box 164, Fswewepe 2382
079 0952 965

Remaining Extent
Sluis No. 254-IT

02/06/2015


Traditional leaders
of Ogenyameni

I declare that this is the only properties that are within nine meters of the power line or that are affected by the power line or stays.

SIGNED

This can also be used in the case where a stay affects a stand owner in tribal areas

DATE


03/06/2015



AREA: ERMELO	PROJECT NO. MLAZI
FEEDER: PA/IS	
SUPPLY TO: PTN 0 SLUIS 354 IT – MLAZI VILLAGE	
ESKOM REPRESENTATIVE: G. KUKARD	TEL: 0836299942
*DISTRIBUTION/*TRANSMISSION	FAX: 0866717405

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

I/We, the undersigned (full names)

JOHANNES PETRUS COETZER IN MY CAPACITY AS COMMERCIAL MANAGER AND
THEMBA CLEMENT NILANE IN MY CAPACITY AS OPERATIONS MANAGER: FORESTS

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

Registration
(Identity number: ...1967/013038/06..... married in/out of community of property with/without
accrual/marital power)

Address: ...MONDI HOUSE, 380 OLD HOWICK ROAD.....
..... HILTON..... Postal Code ...3245

Tel No.: ...083 329 5300.....
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:

PORTION 0 OF THE FARM SLUIS 354 IT

situate in the Administrative District of MKHONDO DISTRICT
MUNICIPALITY.....

..... held by virtue of Title Deed s number/s
...T143949/1998..... extent ...853.0199ha.....

Subm 98
98
72

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:


REFER TO ATTACHED LETTER DATED 09/03/2015
.....
.....
.....
.....
.....

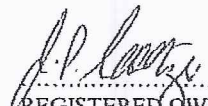
Scdm
17

Scdm
17
19

Signed at HILTON on this 09th day of MARCH 2015..

AS WITNESSES:


1. 

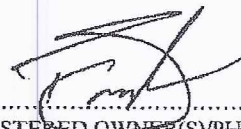

.....
~~REGISTERED OWNER(S)/PURCHASER~~
~~LESSEE/USUFRUCTUARY/LEIR~~
~~OCCUPANT*/SPOUSE IF MARRIED IN~~
~~COMMUNITY OF PROPERTY~~

2. signed

Signed at on this Day of 20.....

AS WITNESSES:

1. 


.....
~~REGISTERED OWNER(S)/PURCHASER~~
~~LESSEE/USUFRUCTUARY/LEIR~~
~~OCCUPANT*/SPOUSE IF MARRIED IN~~
~~COMMUNITY OF PROPERTY~~

2. signed

Signed at on this day of 2015..

AS WITNESSES:

1.

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

2.

(* Delete whichever is not applicable)

(* Delete if not applicable)

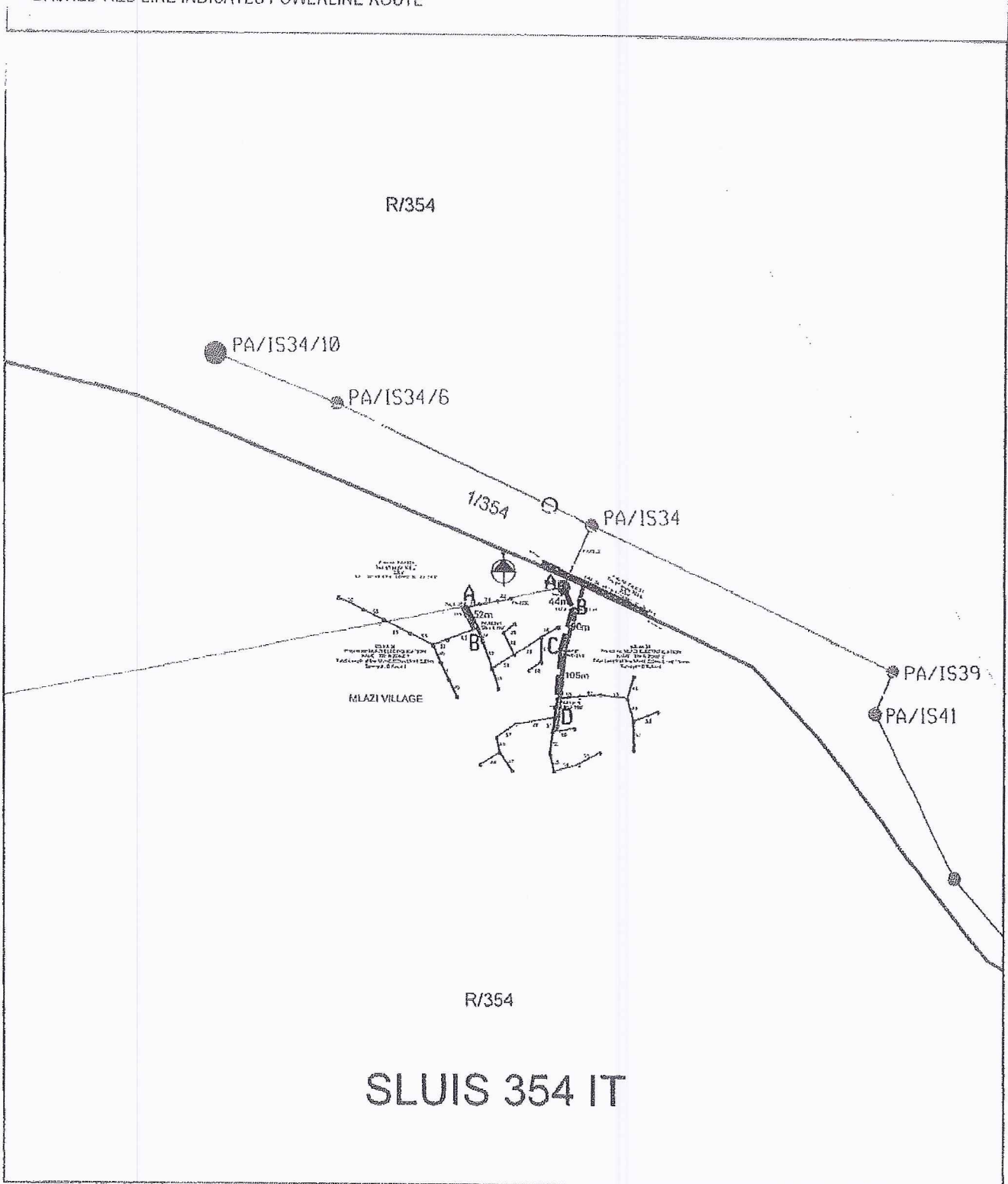
(hereinafter referred to as the "Property") hereby grant/s to Eskom Holdings Limited, Registration Number 2002/015527/30, its successors in title, assignees, licensees, (hereinafter referred to as "Eskom") an irrevocable right of way leave in perpetuity free of charge to transmit electricity over the 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 See attached drawing, 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 is caused intentionally to any property by Eskom, its employees or contractors, to enable Eskom to use or continue to use the servitude area for its intended purpose.
 - 2.2.2 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 9 (nine) 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.

Swamy

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DASHED RED LINE INDICATES POWERLINE ROUTE



Eskom Distribution		Wayleave	Property description	
		Mpumalanga Operating Unit		
Land Owner 1	<i>[Signature]</i>	Eskom	Project No	MLAZI
Land Owner 2	<i>[Signature]</i>	Witness 1	Date	9/03/2015
Witness 1	<i>[Signature]</i>	Witness 2	Portion of map no	2630 CD N
			Scale	1:10 000

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Mondi Limited

P.O. Box 39, Pietermaritzburg
3200 South Africa
380 Old Howick road
Hillon
3245 South Africa
Tel: + 27 (033) 329 5375
Fax: + 27 (033) 329 5303
www.mondigroup.com

Mr. T. Nekhavambe
Eskom Limited: Land and Rights
Mpumalanga Operating Unit
Asset Creation: Land Development

9 March 2015

Dear Tshifhiwa

RE: MONDI LIMITED/ESKOM LIMITED - ELECTRIFICATION OF THE MLAZI VILLAGE SITUATED ON THE FARM SLUIS NO. 354

Mondi is the registered owner in respect of the aforementioned land and currently uses the farm for forestry purposes. The proposed activities may therefore directly or indirectly affect our ability to optimally utilise the land.

We hereby grant right of access to this farm to undertake such activities necessary for the implementation of this project. Further to this, please take note that your rights of access and utilisation in respect of the land will be limited as follows:

1. Construction activities

Your activities must strictly be in accordance with the terms and conditions as agreed to between Mondri and Eskom. Your activities should not prohibit us from performing our usual daily activities.

2. Rights of access reserved

The right to access the said land is reserved and strict control measures will apply especially during the fire seasons. Prior to entering the land, you will be required to obtain an access permit, sign the appropriate indemnity form and provide such other documentation as may be required by Mondri.

3. Liability and Insurance

You are required to take out and maintain public liability insurance, without limitation providing cover against fire damage, with a minimum cover of at least R10 million. You indemnify us against any loss, damage or injury we may suffer through your activities in and on the land during the construction of the powerline.



Where any timber plantation or standing timber has to be removed or where standing timber, roads or other infrastructure is damaged or destroyed by or as a result of your activities, compensation shall be payable at the full market or replacement value.

4. Plant, machinery, equipment or infrastructure

You undertake to remove from the land, any plant, machinery, equipment or infrastructure brought onto or constructed on the land for purposes of your activities, as soon as your responsibility in relation to the construction of the powerline comes to an end.

5. Environmental responsibility

We confirm that our plantation operations carry an environmental certification. Any activities should therefore be conducted in terms of the applicable environmental management plans and such plans should recognize our requirements in this regard. You are advised to conduct your activities in such a manner so as not to jeopardize our environmental certification.

Reasonable measures to prevent soil erosion shall be implemented at all times by both parties so as to ensure compliance with statutory obligations. If soil erosion does take place within the servitude as a direct result of an act or omission by any party hereto, such party shall implement corrective measures in consultation with the other party and shall bear the cost thereof.

Neither party shall undertake controlled burning or the making of open fires within or near the servitude unless agreed upon in writing by both parties.

Furthermore Eskom will be responsible for patrolling the said servitude on a regular basis to identify areas requiring maintenance and vegetation clearing and use its own resources to undertake the necessary maintenance.

6. Communication

We require of you to inform us timeously of any matters in relation to the servitude, your construction activities or any other matter in relation to the site which may affect us or our usage of the land. You must contact our Area Manager, Gustav McMaster at our Iswepe offices on 17 820 0205 or the Hilton offices on 033 329 5300 to make the necessary arrangements for access to the site.

We trust you shall find this in order.

Regards



Sharon van der Merwe
Lease and Title Deeds Administrator