



AREA: GROBLERSDAL	PROJECT NO. AMD 291/1 - AMD 291/32
FEEDER: DENNILTON	
SUPPLY TO: AMD 291/32	
ESKOM REPRESENTATIVE: Mike Maleka	Tel: 015 298 8563/072 1324 325
*DISTRIBUTION	Fax: 015 298 8563

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

T. A. MATHARATHI

(Identity number: 3504095169000 married in/out of community of property with/without accrual/marital power)

Address: P.O. BOX 56

DENNILTON Postal Code 1030

Tel No.: 0788297619

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

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

PORTION "D" OF ELANDDOORN 56 JS

situate in the Administrative District of GREATER GROBLERSDAL
LOCAL MUNICIPALITY

..... held by virtue of Title Deed/s
number/s ...

TJ 675/2001 extent 4280.1628 H

(* Delete if not applicable)

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

- 2 -

"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, F, G 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.

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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 within9..... metres of the centre line of this power line/underground cable without the prior written permission of Eskom.
- 3.2 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.
- 3.3 The Owner shall not plant or allow to grow any tree in the servitude area nor plant or allow to grow in the vicinity of a power line/underground cable any tree that could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of such power line or allow it to grow in such a manner as to endanger that line should it fall or be cut down.

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 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 behalf the owner and/or his 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 on the property above.

5. Remarks / Special Conditions:

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Signed at LESEHLENG on this 1.8 day of July 2013.....

AS WITNESSES:

- 1. x. HEADMAN MATHABATHE
- 2. STEVEN MATHA

HEADMAN T.A. MATHABATHE
LESEHLENG 'A' Stand No: 247
P.O. BOX 59
DENNILTON 1030

X. T.A. MATHABATHE
~~REGISTERED OWNER(S)/PURCHASER/
LESSEE/USUFRUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY~~

Signed at on this day of 20.....

AS WITNESSES:

- 1.
- 2.

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

Signed at on this day of 20.....

AS WITNESSES:

- 1.
- 2.
(* Delete whichever is not applicable)

for and on behalf of
ESKOM HOLDINGS LIMITED

T.A

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

Checked by Contractor Date 21-04-2013
 Checked by Eskom: Date

PROJECT No. : AMD 291/1 Item 1 of 1
AMD 291/32

	Contractor	Eskom
Project no and item no		
Eskom representative, the person presenting the wayleave	M N MALIKA	
Owners name, address, id number and contact details	N/A	
Widowed, unmarried or married out of community of property	N/A	
Portion number on front page	N/A	
Farm name on front page	N/A	
Size and transport number	YES	
Letters indicating route at "1.1"	N/A	
Building restriction	N/A	
Date signed	YES	
Signature of property owner	YES	
Signature of witnesses	YES	
Signature on plan	N/A	
Witnesses on plan	YES N/A	
North sign	YES	
Scale	YES	
Plan number	N/A	
Route in red	N/A	
Route marked by letters (a, b, c...) on plan	N/A	
Parallel distance from border or other powerlines	N/A	
Farm name on plan	N/A	
Portion name on plan	N/A	
Deeds report attached	YES	
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.

Property	Owner	Deed/Document	LPI Enquiry	Interdict	Document Request	Transfers	Bulk Properties	User Admin	Billing	
Property Enquiry Details										



Property enquiry results for "JS, 56, ELANDSDOORN, 0" in the Deeds Registry at "PRETORIA"

Property detail:

Deeds registry	PRETORIA
Property type	FARM
Farm name	ELANDSDOORN
Farm number	56
Portion	7 (REMAINING EXTENT)
Province	LIMPOPO
Registration division/Administrative district	JS
Local authority	GREATER GROBLERSDAL LOCAL MUNICIPALITY
Previous description	-
Diagram deed number	T33675/2001
Extent	4280.1628 H
LPI Code	TOJS00000000005600007

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T33675/2001	20010410	-	CCT	20080807 08:55:06	Yes

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T33675/2001	NATIONAL GOVERNMENT REPUBLIC OF SOUTH AFRICA A	-	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Microfilm reference	Document copy?
I-3954/1997C	-	-	-	Not available
I-8140/2006C	-	-	20061207	Yes

			09:42:19	
CONSOLIDATE FROM	REG DIV JS ,NAME ELANDSDOORN ,NO 56 ,PRTN 0	-	-	Not available
CONSOLIDATE FROM	REG DIV JS ,NAME ELANDSDOORN ,NO 56 ,PRTN 2	-	-	Not available

History:

No data found for this query!

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Requested by **A0026951** with user reference **None** on: Wednesday, 31 July 2013 08:37

DeedsWeb Version 4.0.1

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