



AREA: AMERSFOORT	PROJECT NO: EMON.P.SCHOOL
FEEDER:	
SUPPLY TO: Eskom	
ESKOM REPRESENTATIVE: buks sutton	TEL: 082 337 8515
*DISTRIBUTION	FAX:

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

I/We, the undersigned (full names)

MAUDEEN MTHABISENG KHANYI

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

(Identity number: 7312240282023 married in/out of community of property with/without accrual/marital power)

Address: P.O. Box 174 AMERSFOORT
Postal Code 2490

Tel No.: 0725050631
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:

BOUFONTAIN 536 IS POR O

.....
situate in the Administrative District of.....
..... held by virtue of Title Deed/s
number/s extent

(* Delete if not applicable)

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(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 ...A-B.... 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 ...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.

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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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.....
.....
.....
.....

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Signed at Enon Primary on this 06 day of June 2014

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)



GEBIED: Amersfoort	PROJEK NR: ETON P. SCHOOL
VOERDER:	
VOORSIENING AAN: Eskom	
ESKOM VERTEENWOORDIGER: Buks Schörr	TEL: 082 3378515
*DISTRIBUSIE/TRANSMISSIE:	FAKS:

OOREENKOMS VIR DIE REG VAN OORGANG OORHOOFSE KRAGLYN/ONDERGRONDSE KABEL(S)

ROLFONTEIN BOERDERY
 POSBUS 344 AMERSFOORT 2490
 TEL/FAKS 017-7531980
 BTW NO: 4190162893

Ek/ons, die ondergetekendes (volle name en adresse)

CHZ. Beukes Posbus 344 Rolfontein 2490

(* Indien Maatskappy/BK/Trust, voltooi hoedanigheid van gevolmagtigde persoon)

(Identiteitsnommer: 720703 5041 080) getroud binne/buite gemeenskap van goedere met/sonder aanwasbedeling/maritale mag.

Adres: Rolfontein 536 Posbus 344 Amersfoort
 Poskode 2490

Tel No.: 017 753 1680 / 0844115948
 synde die GEREGISTREERDE EIENAAR(S)
 en

(Identiteitsnommer:) getroud binne/buite gemeenskap van goedere met/sonder aanwasbedeling/maritale mag.

Adres:
 Poskode

Tel No.:
 synde die KOPER/HUURDER/VRUGGEBRUIKER/ERFGENAAM/OKKUPEERDER *

(hierna gesamentlik of individueel na verwys as die "eienaar") van die volgende eiendom(me):

ROLFONTEIN 536 IS POR 7

geleë in die Administratiewe Distrik van T gehou kragtens Titel Akte/s nommer/s
T 5692/2002 grootte 573,00 H
 (hierin verwys as die "eiendom")

(* Skrap indien nie van toepassing)

Verleen hiermee aan Eskom Holdings Limited, Registrasie Nommer 2002/015527/06, hulle opvolgers in titel, regverkrygendes of lisensiehouers, (hierna verwys as "Eskom"), die onherroeplike ewigdurende reg van oorgang sonder enige vergoeding ten einde elektrisiteit oor die eiendom te lei.

1. Die reg van oorgang sal die Eienaar, sy erfgename, regsverkrygendes en opvolgers in titel bind en sal die volgende regte insluit ten gunste van Eskom:
 - 1.1 die reg om oorhoofse kraglyne/ondergrondse kabel(s) en sodanige strukture, werke, apparate, geleiers, bogrondse kabel(s) ("werke") op die eiendom, wesenlik volgens die roete op die sketsplan (hierby aangeheg), aangedui deur die letters A+B aan te lê en om sodanige geleiers of apparate of ander toerusting as wat nodig of gerieflik mag wees in die uitoefening van die reg van oorgang van oorhoofse kraglyn(e)/ondergrondse kabel(s) hieronder, op, onder of oor die eiendom te lei of aan te lê (hierinlater tesame met die beperkings gebied verwys na in 3.1, verwys na as die "Serwituut Area").
 - 1.2 die reg om op die eiendom te wees en dit te eniger tyd te betree om die werke daar op te rig, aan te lê, te bedryf, te gebruik, te herstel, te verwyder, te wysig of na te gaan of ten einde toegang te verkry tot enige aanliggende eiendom in die uitoefening van soortgelyke regte.
 - 1.3 die reg om toegang tot en uitgang vanaf die kraglyne te hê en die reg om bestaande paaie wat toegang tot en uitgang vanaf die eiendom verleen of om paaie wat oor die eiendom loop, en hekke, te gebruik en die reg om sodanige hekke in enige omheining van die eiendom aan te bring as wat nodig of gerieflik mag wees om toegang tot en uitgang vanaf die kraglyne of die werke te verkry.
 - 1.4 die reg om enige bome, bosse, gras, materiaal of strukture binne die serwituut area in klousule 3 hiervan beskrywe, te verwyder insluitende die reg om enige boom af te kap of te snoei om dit sodoende binne die beperkings in gemelde klousule 3 te bring na konsultasie met die eienaar.
2. Eskom sal sy regte onderworpe aan die volgende voorwaardes uitoefen -
 - 2.1 Eskom sal verseker dat enige hekke wat deur sy personeel gebruik word, toegehou word.
 - 2.2 Eskom sal vergoeding betaal:
 - 2.2.1 waar skade doelbewus veroorsaak word deur enige nalatige handeling of nalate aan die kant van Eskom, sy werknemers en kontrakteurs;
3. Die volgende spesifieke beperkings word op die gebruik van die eiendom geplaas -
 - 3.1 Geen gebou of struktuur bo of onder die oppervlakte van die grond, en geen materiaal wat die veiligheid van die kraglyn/ondergrondse kabel in gevaar mag stel, mag binne 1,1m meter van die middellyn van enige kraglyn/ondergrondse kabel sonder die voorafverkreë skriftelike toestemming van Eskom, aangebring word nie.
 - 3.2 Geen boom mag binne die serwituut area geplant word

x 

- 3.3 geen boom mag geplant word wat tot 'n hoogte groei wat groter is as die horisontale afstand van die boom na die naaste geleier van enige kraglyn
- 3.4 Geen materiaal wat na die mening van Eskom die veiligheid van enige kraglyn bedreig, mag binne die serwituut area geplaas word nie.
- 3.5 Geen myn- of skietbedrywighede mag binne 500 meter vanaf die hartlyn van enige kraglyn uitgevoer word nie, sonder die voorafverkreë skriftelike toestemming van Eskom.

4. Die reg van oorgang wat hierdeur aan Eskom verleen word -

- 4.1 is bindend op die eienaar se erfgename, regsverkrygendes of opvolgers in titel.
- 4.2 sal deur die eienaar of verkoper (op daardie tydstip) van die eiendom, skriftelik onder die aandag van enige koper of transportnemer van die eiendom (of van enige gedeelte van die eiendom) gebring word voordat die eiendom (of enige gedeelte daarvan) aan sodanige koper of transportnemer verkoop en/of oorgedra word.
- 4.3 sal, indien Eskom dit verlang, in 'n notariële akte van serwituut vervat en teen die titelakte/s waaronder die eiendom gehou word, geregistreer word op Eskom se koste. Die eienaar en/of sy opvolgers in titel sal alle nodige handeling verrig en alle nodige dokumente onderteken ten einde notariële verleiding en registrasie (in die kantoor van die betrokke Registrateur van Aktes) van die serwituutakte, soos hierbo voorsien te bewerkstellig.

5. Opmerkings / Spesiale Voorwaardes

Geen gate mag in die wintermaande geyrou
 word nie, omdat Eskom-kontrakteurs wel al
 'n vuur laat ontstaan het in die verlede

.....

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.....

X 

Geteken te Am op hierdie dag van 20.....

AS GETUIES:

1. Beukes

X [Handwritten Signature]

GEREGISTREERDE EIENAAR(S)/KOPER/
HUURDER/VRUGGEBRUIKER/ERFGENAAM/
OKKUPEERDER*/EGGENOOT/EGGENOTE
INDIEN GETROUD INGEMEENSKAP VAN
GOEDERE

2.

Geteken te Amerstfort op hierdie 7^{de} dag van Mei 2014.....

AS GETUIES:

1.

GEREGISTREERDE EIENAAR(S)/KOPER/
HUURDER/VRUGGEBRUIKER/ERFGENAAM/
OKKUPEERDER*/EGGENOOT/EGGENOTE
INDIEN GETROUD IN GEMEENSKAP VAN
GOEDERE

2.

Geteken te op hierdie dag van 20.....

AS GETUIES:

1.

vir en namens
ESKOM HOLDINGS LIMITED

2.

(* Skrap indien nie van toepassing)