



AREA: Ermelo	PROJECT NO. VOORSLAG: ELECTRIFICATION
FEEDER: Spitskop Rural 22KV	
SUPPLY TO: VOORSLAG VILLAGE (KAFFERSPRUIT 274 15/5)	
ESKOM REPRESENTATIVE: D. SCHULTZ	TEL: 0824635099
DISTRIBUTION	FAX: 0152973081

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

I/WE, the undersigned (full names) ROELOF PETRUS HUGO ^{17 MAY}
 capacity as C.O.B. SOUTH AFRICAN COAL MINING HOLDINGS
 and duly authorised thereto.

(Identity number: 6002155006083 ~~married in/out of community of property with/without~~
~~accrual/marital power~~)

Address: 20 KAMEELDORING STREET
MIDDELBURG Postal Code 1050

Tel No.: 071 875 5398
 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:

KAFFERSPRUIT 274 15 PORTION 5.

situated in the Administrative District of Mpumalanga

held by virtue of Title Deed's number T 10296/1918 extent 224,0198 H

P.
D.

(* 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 *W.P.C.S.* 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* 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.

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.

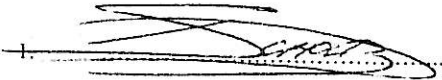
4.3 shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be registered against the title deed under which the property is held; on Eskom's costs the owner and/or its heirs, assignees and successors in title shall perform all necessary actions and sign all necessary documents 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:

~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~

* Signed at MIDDELSBURG on this 26 day of JUNE 2014

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)



243.2

Wayleave Sketch Voorslag Electrification



242.2

Scale 1:5000
0 20 40 60 80 100 m

2629 BD

244.4

1780

Mankalapa

244.5

1800

Gen Sibande

274.5

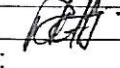
274.5

274.6

274.8

274.7

Eskom
Representative _____
Witness: _____
Date: _____

Owner: 
Witness: _____
Date: _____

Property Enquiry Details



Property enquiry results for "is, 274" in the Deeds Registry at "MPUMALANGA"

Property detail:

Deeds registry	MPUMALANGA
Property type	FARM
Farm name	KAFFERSPRUIT
Farm number	274
Portion	5 (REMAINING EXTENT)
Province	MPUMALANGA
Registration division/Administrative district	IS
Local authority	MSUKALIGWA LOCAL MUNICIPALITY
Previous description	OF PRTN 2
Diagram deed number	T10296/1918
Extent	224.0198 H
LPI Code	T0IS00000000027400005

Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T8799/2004	20040129	20030820	R590307.00	20140110 08:37:29	Yes

Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T8799/2004	UMLABU COLLIERY PTY LTD	200002873207	-	Yes

Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Image Scanned reference	Document copy?
K279/1999RM	DUIKER MINING PTY LTD	-	20020101 05:17:32	Yes
K3460/1975PC	SPITZKOP COLLIERY PTY LTD	-	-	Not available
K4788/2002RM	LUTZKIE BESIGHEIDS TRUST	-	20020101 12:25:38	Yes

K952/2004RM	LUTZKIE BUSINESS TRUST	-	20040101 07:09:48	Yes
VA158/2011	UMLABU COLLIERY PTY LTD	-	20110228 13:55:46	Yes
VA5845/2002	S E RAUTENBACH & SEUNS PTY LTD	-	20020101 12:25:38	Yes
CL-EAST VAAL DC	-	-	-	Not available
INFO FROM PRETORIA DEEDS REGIS	-	-	-	Not available
IS,274,5	-	-	19870101 04:32:33	Yes

History:

Document	Holder	Amount	Image Scanned reference	Document copy?
B78282/1988	O T K KOOP LTD	R100000.00	20010101 10:54:54	Yes
K4263/1987RM	-	-	20020101 12:25:38	Yes
B159902/2007	-	-	20110228 14:01:05	Yes
B1409/2011	-	-	20140110 08:36:59	Yes
T42642/1975	S E RAUTENBACH & SEUNS PTY LTD	-	19880101 00:02:21	Yes
T67053/1987	JAN RAUTENBACH TRUST 300000*	R300000.00	19960101 04:36:05	Yes
T68764/1988	RAUTENBACH JOHAN STEPHEN	R250000.00	20010101 10:54:53	Yes
T58351/2001	STEVE RAUTENBACH TRUST	R705000.00	20020101 13:37:06	Yes
T58351/2001	STEVE RAUTENBACH TRUST	R705000.00	20020101 13:37:06	Yes
T95047/2002	LUTZKIE BESIGHEIDS TRUST	R268000.00	20040101 05:07:49	Yes
T8799/2004	BITFLOW INV 186 PTY LTD	R590307.00	20140110 08:37:29	Yes

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Requested by **a0013227** with user reference **None** on: Tuesday, 24 June 114 09:08

DeedsWeb Version 4.0.1

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