



AREA: BETHAL.	PROJECT NO. BB121238431.
FEEDER: BETHAL - BETHAL. EAST. 11KV.	
SUPPLY TO: HMF. DROTSKY COMPLEX	
ESKOM REPRESENTATIVE: ALEX SAMIANGU	TEL: 0136933148
*DISTRIBUTION/*TRANSMISSION DISTRIBUTION	FAX:

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

I/We, the undersigned (full names)

..... HESTER MARIA FLORINA PROTOSKY

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

(Identity number: 3509020011083..... married in/out of community of property with/without accrual/marital power)

Address: BUS 298.....
BETHAL..... Postal Code 2310.....

Tel No.: 082 855 9208.....
being the REGISTERED OWNER/S

and
..... JOHANNES S. GODFREID PROTOSKY

(Identity number: 8107245038083... married in/out of community of property with/without accrual/marital power)

Address: BUS 1195.....
BETHAL..... Postal Code 2310.....

Tel No.: 082 562 9410.....
being the *PURCHASER/LESSEE/USUFRUCTUARY/HEIR/OCCUPANT

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

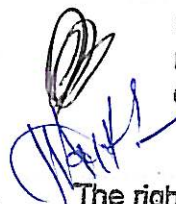
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2.2.2 where damage or injury is caused by any negligent act or omission on the part of Eskom, its employees or contractors;

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 within 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 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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