



AREA: <u>BETHAL</u>	PROJECT NO.
FEEDER: <u>BETHAL - BETHAL NORTH 11KV</u>	
SUPPLY TO: <u>KALABAS FONTEIN VILLAGE</u>	
ESKOM REPRESENTATIVE: <u>T.V. LOGGERSBERG</u>	TEL: <u>0824450039</u>
*DISTRIBUTION/*TRANSMISSION <u>DISTR.</u>	FAX:

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

I/We, the undersigned (full names)

.....
..... Roman Hirshowitz

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

(Identity number: 7212075071085 married in/out of community of property with/without accrual/marital power)

Address: P.O. Box 148 Bethal 2130
..... Postal Code

Tel No.: 083 277 5233

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 8 and 11 of the farm KALABAS FONTEIN
23275
.....

[Handwritten signature]

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 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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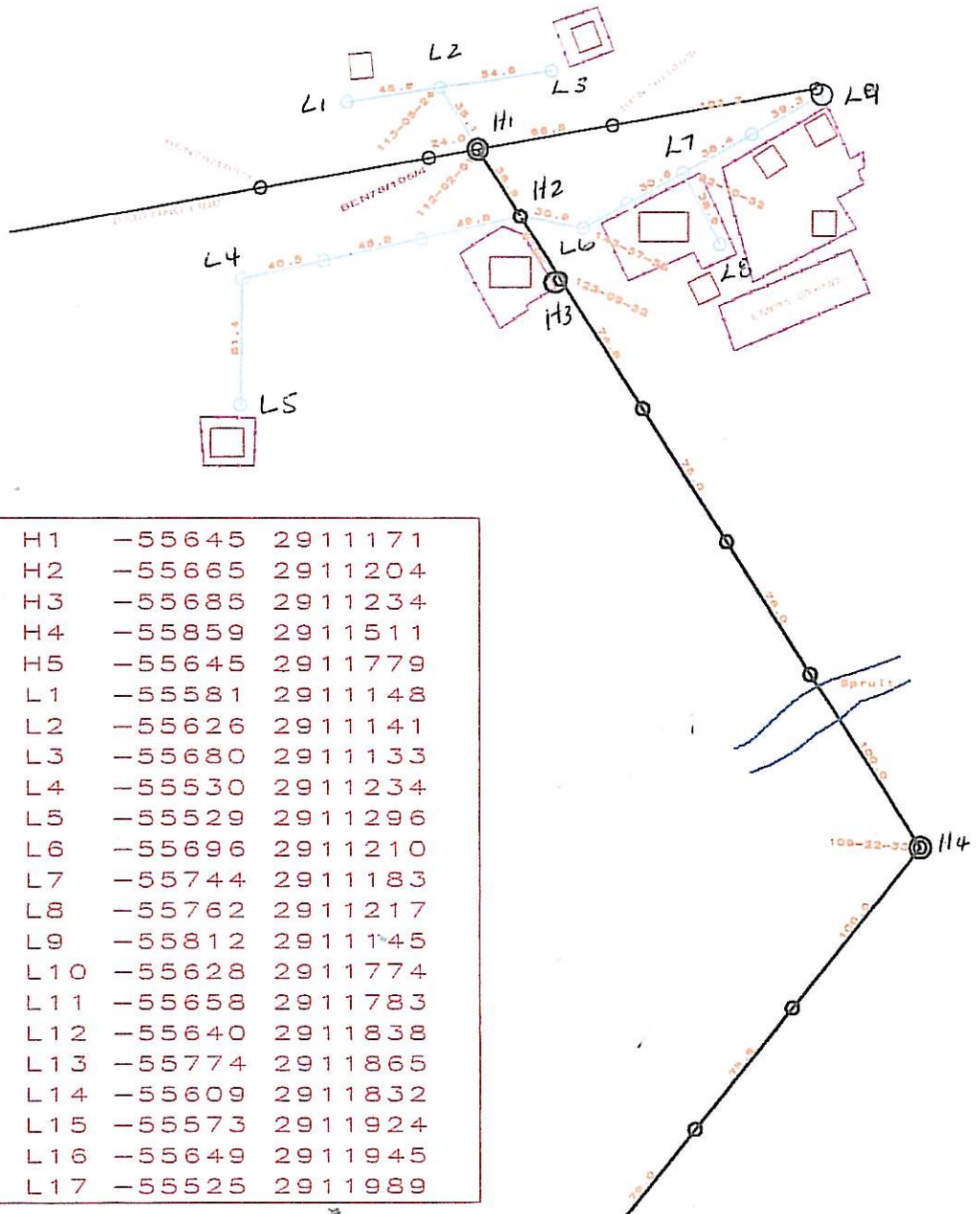
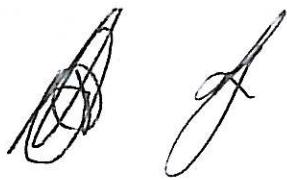
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H1	-55645	2911171
H2	-55665	2911204
H3	-55685	2911234
H4	-55859	2911511
H5	-55645	2911779
L1	-55581	2911148
L2	-55626	2911141
L3	-55680	2911133
L4	-55530	2911234
L5	-55529	2911296
L6	-55696	2911210
L7	-55744	2911183
L8	-55762	2911217
L9	-55812	2911145
L10	-55628	2911774
L11	-55658	2911783
L12	-55640	2911838
L13	-55774	2911865
L14	-55609	2911832
L15	-55573	2911924
L16	-55649	2911945
L17	-55525	2911989

