



AREA: <u>Panbult</u>	PROJECT NO.
FEEDER: <u>Panbult 22 kV.</u>	
SUPPLY TO: <u>Swelhile Town.</u>	
ESKOM REPRESENTATIVE: <u>J.S. Smith</u>	TEL: <u>0828509861</u>
*DISTRIBUTION/*TRANSMISSION	FAX: <u>0866536882</u>

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

I/We, the undersigned (full names) JOHANNES ADAM ERNST

.....
.....

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

(Identity number: 5210065038085 married in/out of community of property with/without accrual/marital power)

*Address: PO Box 536

1157 KETIEF Postal Code 2380

Tel No.: 0832650887

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:

Vlakplaats 284 IT Portion 1

situate in the Administrative District of Marrulanga


..... held by virtue of Title *Deed/s
number/s T73654/1988 extent 341,3936 h.

(* 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

Please Initial Here:

"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 *Attached Drawing* 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.
 - 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 ...**9 Nine**... 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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begin bly op pad.

JR


Please Initial Here:

*Signed at Panbult. on this 31st day of Aug 2015

AS WITNESSES:

*1.


.....
PLEASE SIGN HERE


.....
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.

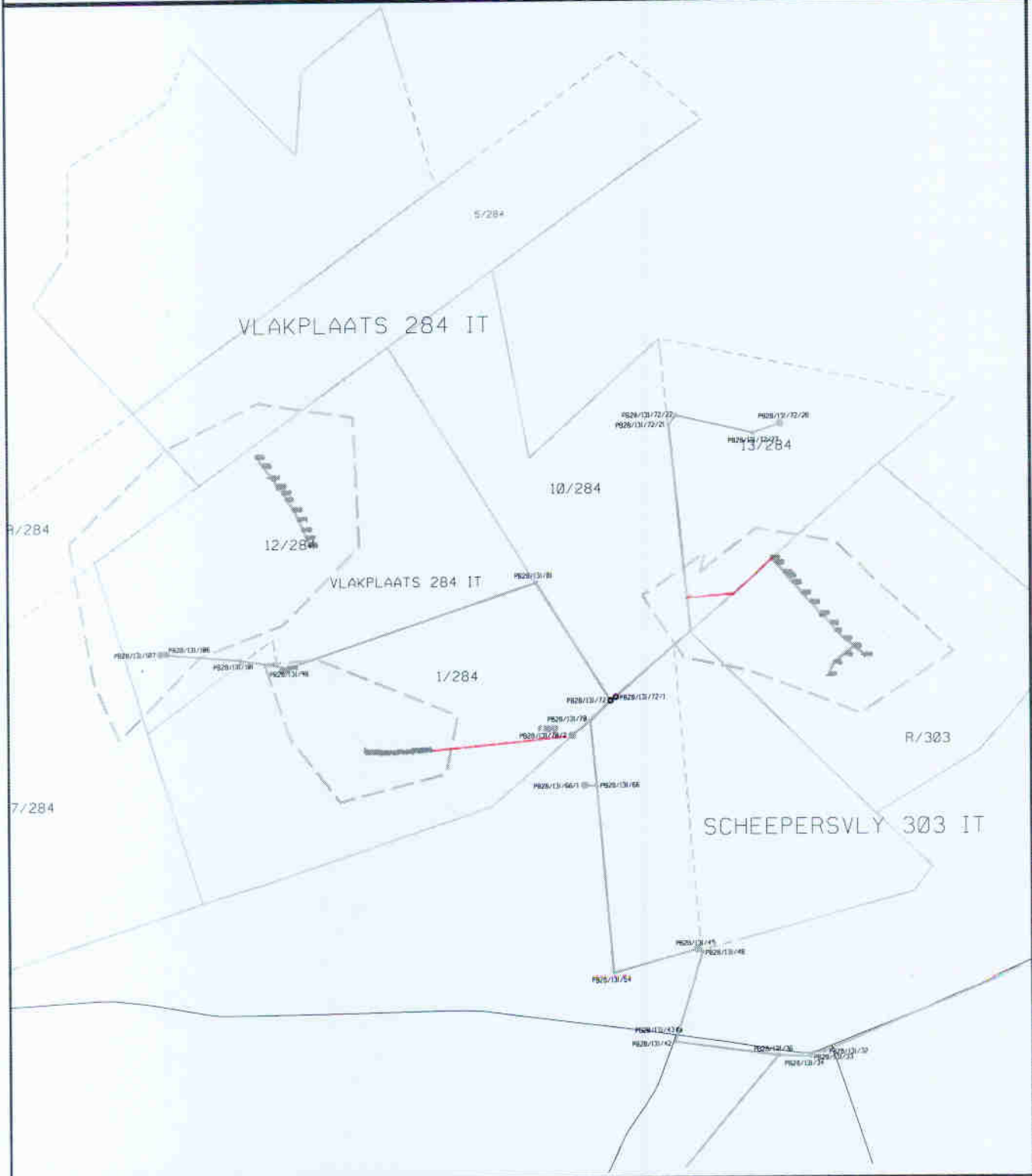
.....

.....
for and on behalf of
ESKOM HOLDINGS LIMITED

2.

.....
(* Delete whichever is not applicable)

DASHED RED LINE INDICATES POWERLINE ROUTE



Wayleave
Northern Region

Property descriptions:

Disclaimer:
Geographic Mapping, Wikimap
are not responsible for any errors
or omissions displayed
on this map.

Registered
Owner: _____
Witness: 1. _____
Witness: 2. _____

Eskom: _____
Witness: 1. _____
Witness: 2. _____

Project No: _____
Date: _____
Portion of map no: _____
Scale: NOT TO SCALE



Enquiry by Property

as at 08:57 on 01/09/2015

Deeds Registry	Mpumalanga
Property Type	Farm
Registration Division	IT
Farm Number	284
Portion Number	1 (Remaining Extent)
Farm Name	Vlakplaats

Information

Province	Mpumalanga
Registration Division	IT
Local Authority	Msukaligwa Local Municipality
Previous Description	LG523/1966
Diagram Deed Number	DB73/1882
Extent	341.3936h

Owners

1 of 1	
Person Type	Private Person
Name	Ernst Johannes Adam
ID Number	5210065038085
Title Deed	T73654/1988
Registration Date	19881101
Purchase Price	R 495 940.00
Share	
Purchase Date	19880812
Microfilm Reference	2001 0138 4448
Multiple Properties	No
Multiple Owners	No

Endorsements

1 of 5	
Document	B4948/2015 ()
Amount	Absa Bank Ltd
Microfilm Reference	R 15 946 000.00
2 of 5	
Document	Awaiting Mfilm
Amount	K7171/2000S ()
Microfilm Reference	Unknown
3 of 5	
Document	2001 0111 3160
Amount	VA1827/2015 ()
Microfilm Reference	Ernst Johannes Adam
4 of 5	
Document	Unknown
Amount/Price	Awaiting Mfilm
Microfilm Reference	INFO FROM PRETORIA DEEDS REGIS ()
5 of 5	
Document	Unknown
Amount	Awaiting Mfilm
Microfilm Reference	IT,284,1 ()
	Unknown
	1987 0723 0501

History

1 of 3	
Document	B73734/1991 ()
Amount/Price	Avfin Ind Finance Pty Ltd
Microfilm Reference	R 400 000.00
2 of 3	
Document	2001 0111 3195
Amount/Price	B84126/1988 ()
	Boland
	R 410 000.00

Microfilm Reference 2001 0111 3182
3 of 3
Document T17536/1982 ()
Stoop Frederik Wilhelm
Amount/Price Unknown
Microfilm Reference 1988 2278 1956

End of Report

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