



AREA: <i>AMSTERDAM</i>	PROJECT NO. <i>SHIHANAHANA ELEC</i>
FEEDER: <i>JERICHO</i>	
SUPPLY TO: <i>SHIHANAHANA VILLAGE</i>	
ESKOM REPRESENTATIVE: <i>E. OLIVIER</i>	TEL: <i>018 462 1110</i>
*DISTRIBUTION/*TRANSMISSION	FAX: <i>018 462 1119</i>

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

I/We, the undersigned (full names) *ROMAN HENRY HEALEY HOWE*

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

(Identity number: *390427 5074 086* married in/out of community of property with/without accrual/marital power)

Address: *BOX 68 AMSTERDAM* Postal Code *2375*

Tel No.: *0823744341*

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 2 OF THE FARM FORBES ATHOLE  
393 IT*

situate in the Administrative District of *AMSTERDAM*

held by virtue of Title Deed/s  
number/s *T 50988/1981* extent *722, 3318 H/A*

(\* 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 *M.A.P.*..... 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 *(9/11/15)* 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 -

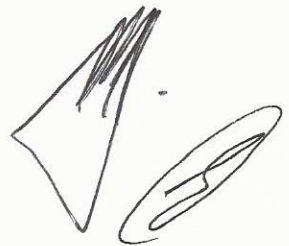
4.1 shall be binding on the heirs, assignees and successors in title of the owner.

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:

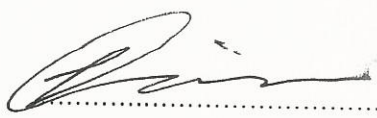
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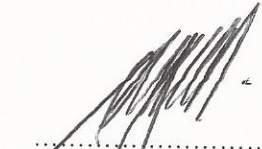
A handwritten signature in black ink is written over a circular stamp. The signature is somewhat stylized and difficult to read. The stamp is also circular and contains some illegible text or a logo.



Signed at AMSTERDAM on this 22<sup>ND</sup> day of JULY 2015

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)

# Deeds Office Property



FORBES ATHOLE, 393, 2 (MPUMALANGA)

## GENERAL INFORMATION

Deeds Office MPUMALANGA  
 Date Requested 2015/07/02 13:52  
 Information Source DEEDS OFFICE  
 Reference -

JAN BOTHA  
 082 3744 341



## PROPERTY INFORMATION

Property Type FARM  
 Farm Name FORBES ATHOLE  
 Farm Number 393  
 Portion Number 2  
 Local Authority MKHONDO LOCAL MUNICIPALITY  
 Registration Division IT  
 Province MPUMALANGA  
 Diagram Deed T25407/954  
 Extent 722.3318H  
 Previous Description \*PERTH  
 LPI Code TOIT00000000039300002

## OWNER INFORMATION

Owner 1 of 1  
 Person Type PRIVATE PERSON  
 Name HOWE ROWAN HENRY HEDLEY  
 ID Number 3904275074003  
 Title Deed T50988/1981  
 Registration Date 1981/10/28  
 Purchase Price (R) -  
 Purchase Date -  
 Share  
 Microfilm Reference 1987 1062 2030  
 Multiple Properties NO  
 Multiple Owners NO

## ENDORSEMENTS (3)

#	Document	Institution	Amount (R)	Microfilm
1	K4170/1992RM	FORBES DAVID	UNKNOWN	1992 0679 5165
2	INFO FROM PRETORIA DEEDS REGIS	-	UNKNOWN	-
3	IT,393,2	-	UNKNOWN	1987 0723 1790

## HISTORIC DOCUMENTS

^No documents to display

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GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, by. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

1

I.D. No. 390427 5074 08 6



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

HOWE

VOORNAME/FORENAMES

ROWAN HENRY HEDLEY

GEBOORTEDISTRIK OF -LAND/  
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/  
DATE OF BIRTH

1939-04-27

DATUM UITGEREIK  
DATE ISSUED

1998-12-07

UITGEREIK OP GESAG VAN DIE  
DIREKTEUR-GENERAAL:  
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE  
DIRECTOR-GENERAL:  
HOME AFFAIRS

