

Wayleave No:

Route Plan Ref No: SUN 610
3030CAN

OFFICE USE ONLY



Area: HIGHFLATS / IXORO Project no.: WBS-NETAE2NDK2INTE
Feeder: HIGHFLATS NB23
Supply to: MOVE LINE TO ACCOMMODATE 400KV
Eskom Representative: T. Williams Tel: 033 3304361
Distribution: **Eastern Region** Fax: 082 5556367

**WAYLEAVE AGREEMENT
OVERHEAD POWER LINE/UNDERGROUND CABLE(S)**

I/We, the undersigned (full names)..... MHLAKAZI WILSON MBELE
.....
.....
(INKOSI)

(* If Company/CC/Trust, complete capacity of authorised persons)
(Identity number/s:..... 51 0702 5446 087.....
married in/out of community of property with/without accrual/marital power)
Address: P.O. Box S^c FAITH STORE.....
..... S^c FAITH.....
..... Postal Code 4642.....
Tel No.: 073 24 89 896 (Secretary) 073 414 9707 (INKOSI)
being the REGISTERED OWNER/S
and

.....
(Identity number/s: married in/out of community of property
with/without accrual/marital power)
Address:
.....
..... Postal Code
Tel No.:
being the *PURCHASER/LESSEE/USUFRUCTUARY/HEIR/OCCUPANT/S

(hereinafter referred to jointly or individually as the "Owner") of the following property/properties:
UMKONNAS Location No8 16422 ET
OR STATELAND ET

situated in the Registration Division of KWARULU NATAL
.....
held by virtue of Title Deed/s number/s..... extent

(* Delete if not applicable)
(hereinafter referred to as the "Property") hereby grant/s to Eskom, established in terms of the Electricity Act 1922, as amended (Act. No. 42 of 1922) read with the Eskom Act 1987, (Act no. 40 of 1987), (hereinafter referred to as "Eskom") an irrevocable right of wayleave in perpetuity free of charge to transmit electricity over the property:

1. The right of WAYLEAVE 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 powerline/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 red line on the sketch** attached hereto, as may at any time be necessary or convenient in exercising the right of wayleave for overhead powerline(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 exit from the powerlines and the right to use existing roads giving access to and exit 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 exit 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 will 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 powerline/underground cable be placed within **12m (Twelve) metres** of the centre line of this powerline/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 powerline/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 powerline/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 powerline 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 wayleave 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. The owner hereby waives all benefits granted to him/her in terms of the Prescription Act 68 of 1969 or any amendment thereof and undertakes not to plead prescription against any claim for the registration of a servitude should the option hereby granted be exercised and also not against any claim for damages caused by the owner's failure to comply with the provisions of paragraph 1 hereof or with any other term of this option.

DRAWING

OVERHEAD POWER LINE/UNDERGROUND CABLE(S)

	WG 84	Lo 31°		
Pnt	Y	X	Lat. D M S	Long. D M S
-/1	77840.057	3387653.028	-30 36 24.17174	30 11 17.81758
-/2	78051.138	3387622.915	-30 36 23.14449	30 11 09.90226
-/4	78266.447	3387811.686	-30 36 29.22311	30 11 01.76869

PLAN IS ATTACHED

6. Remarks / Special Conditions:

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.....

.....

Signed at St FAITHS on this 23rd day of JUNE 2015

AS WITNESSES:

1. [Signature] M. W. Mphahle
 REGISTERED OWNER(S)
T. MOKOBI

2. Duro

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. (* Delete whichever is not applicable)

FOR OFFICE USE ONLY

Signed at on this day of 20....

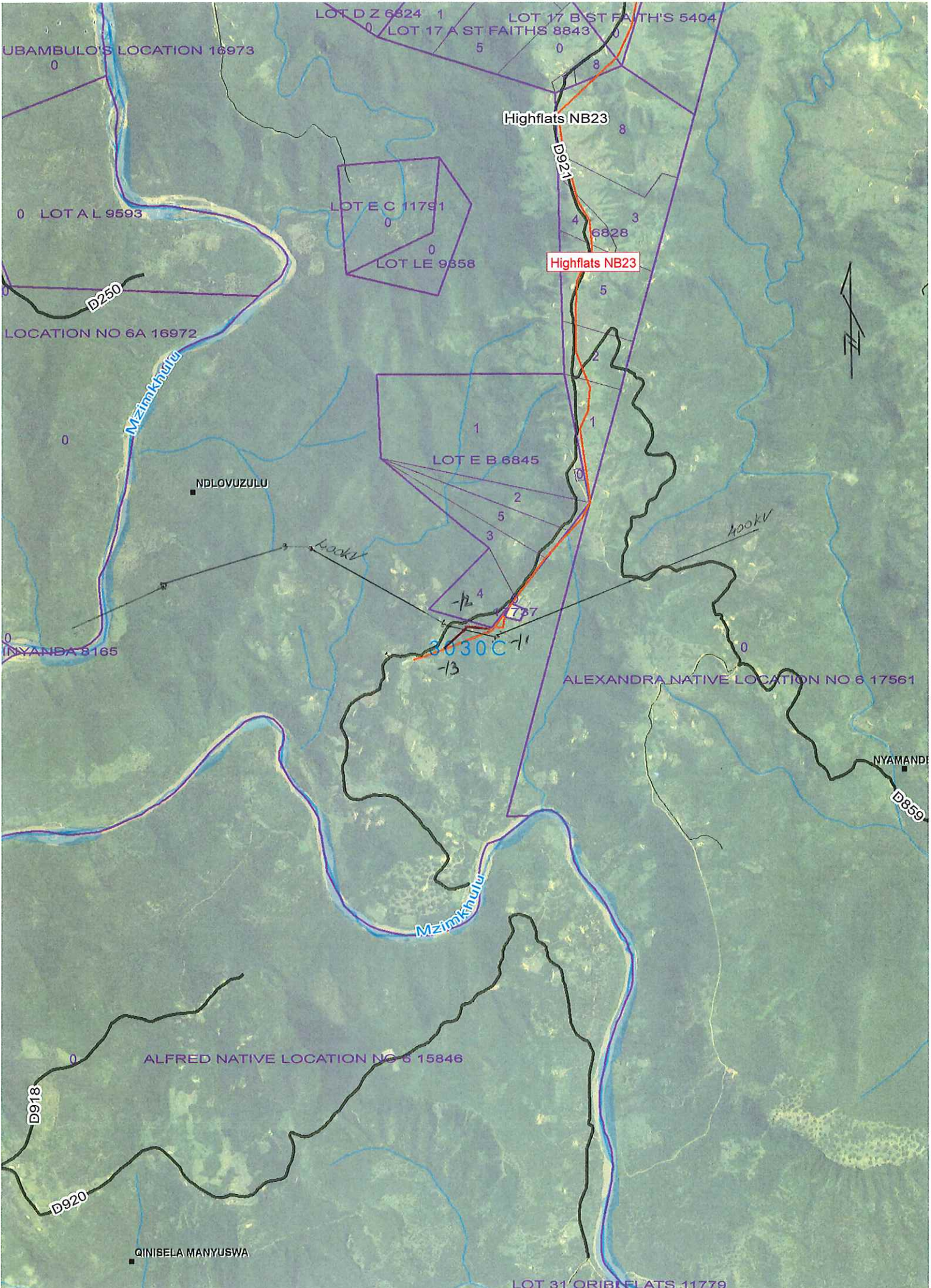
AS WITNESSES:

1.

2.
 LAND DEVELOPMENT MANAGER

Checked by: N.I. NCHLAPHO Signature: [Signature] Date: 29/09/2015

Date sent to New Germany: 29/10/2015



INKOSI: MHLAKAZI MUSAH ABELE

