

OFFICE USE ONLY



Area : Pietermaritzburg-Underberg TCS.....Project U152285301.....

Feeder: .. LAMINGTON NB 23.....

Supply to: .. UNDERBERG DAIRIES PTY LTD.....

Eskom Representative: ..A.D.McFARLAND..... Tel.:082-4586171.....

Distribution: KZN OU Fax: 086-5157329.....

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

I/We, the undersigned (full names)..... *Peter Michael Donnelly*.....

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

(Identity number/s:..... *5709055146089*.....

married in/out of community of property with/without accrual/~~marital power~~)

Address: .. *Box 582*.....

*Underberg*.....

Postal Code *3257*.....

Tel No.: *0846 221 227*.....

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:

*PTN 1 OF LOT FP 238 8948*.....

situated in the Registration Division of *KZN*.....

held by virtue of Title Deed/s number/s *PTN 1 Lot FP 238 8948* extent *62.3468 Ha*.....

(\* Delete if not applicable)

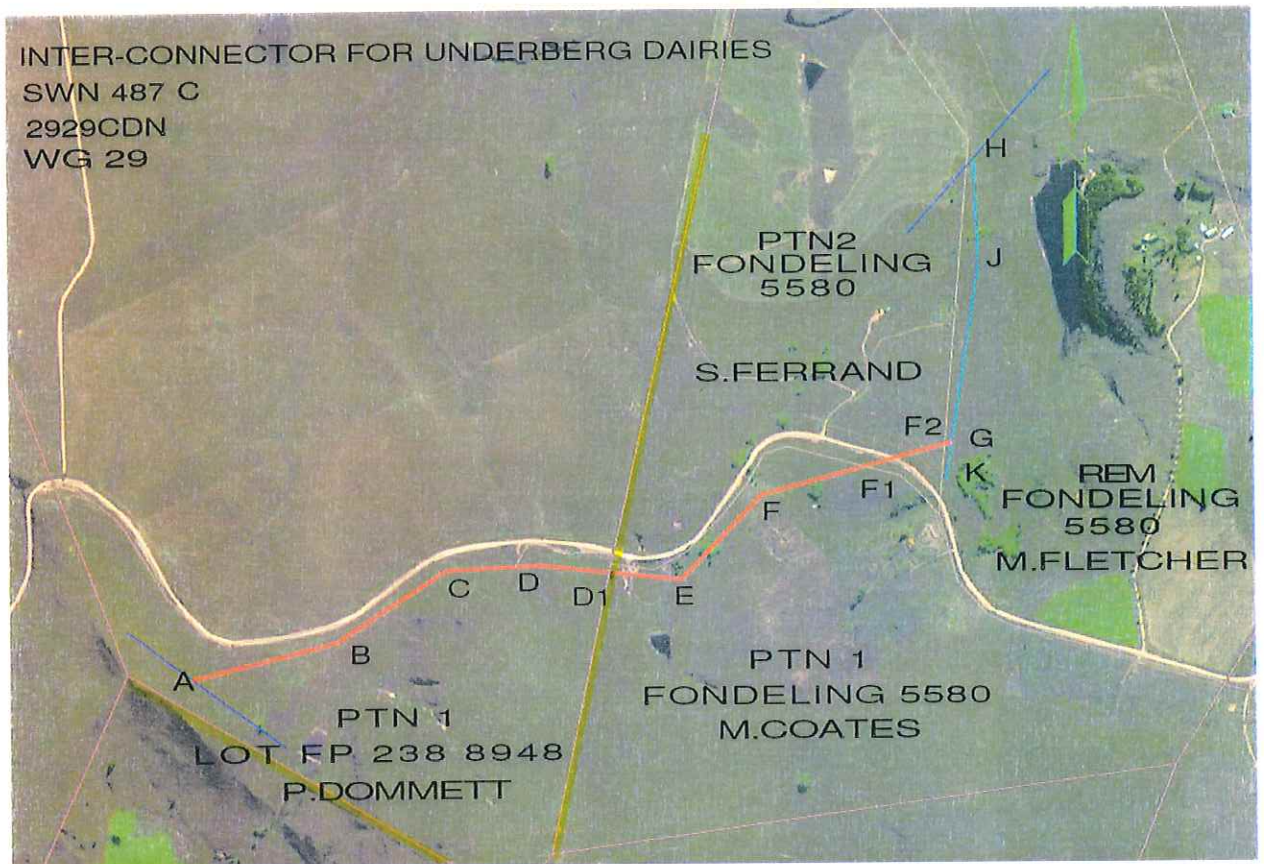
(hereinafter referred to as the "Property") hereby grant/s to Eskom, established in terms of the Electricity Act 1922, as amended (Act. No. 42 of 1922) read with the Eskom Act 1987, (Act no. 40 of 1987), (hereinafter referred to as "Eskom") an irrevocable right of wayleave in perpetuity free of charge 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 29	Y	X
A	-30028.15	3301892.94
B	-30387.70	3301803.98
C	-30662.01	3301627.39
D	-30870.93	3301617.52
D1	-31068.95	3301635.69

6. Remarks / Special Conditions:

.....

.....

.....

Signed at UNDEKBERG on this 7TH day of SEPTEMBER 2015

AS WITNESSES:

1. [Signature] x .....  
REGISTERED OWNER(S)

2. [Signature] x .....

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: S. Hlongwane Signature: [Signature] Date: 19/10/15  
Date sent to New Germany: 31/10/2015

Wayleave No: 2  
OFFICE USE ONLY

Route Plan Ref. No: SWN 487C 2929CDN



Area : Pietermaritzburg-Underberg TCS.....Project U152285301.....  
Feeder: .. LAMINGTON NB 23.....  
Supply to: . UNDERBERG DAIRIES PTY LTD.....  
Eskom Representative: ..A.D.McFARLAND..... .Tel.:082-4586171.....  
Distribution: KZN OU Fax: 086-5157329.....

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

I/We, the undersigned (full names) Matthew Coates  
Coatstock, CC / COATES FIELD REPAIRS

(\* If Company/CC/Trust, complete capacity of authorised persons)  
(Identity number/s: 9003285071086 Reg No 2009/133703/23

married in/out of community of property with/without accrual/marital power)  
Address: .....  
..... Postal Code .....  
Tel No.: 0824190094

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:

PTN 1 OF FONDELING 5580

situated in the Registration Division of KZN

held by virtue of Title Deed/s number/s T341/2004 020921/7013 extent 94,5648ha

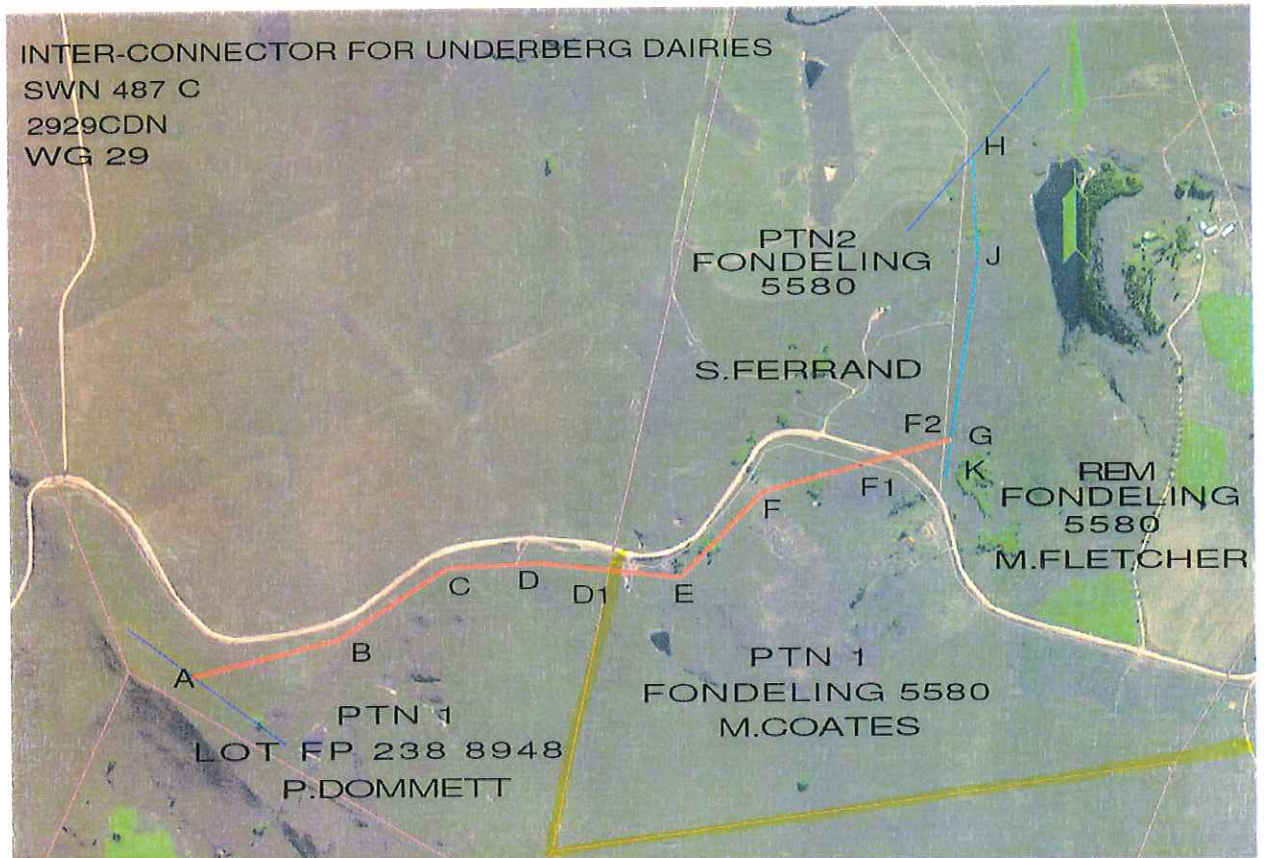
(\* Delete if not applicable)  
(hereinafter referred to as the "Property") hereby grant/s to Eskom, established in terms of the Electricity Act 1922, as amended (Act. No. 42 of 1922) read with the Eskom Act 1987, (Act no. 40 of 1987), (hereinafter referred to as "Eskom") an irrevocable right of wayleave 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 29

- D1 -31068.95 3301635.69
- E -31248.48 3301654.29
- F -31451.08 3301441.84
- F1 -31705.95 3301372.22

6. Remarks / Special Conditions:

.....  
.....  
.....

Signed at UNDERBERG on this 7TH day of SEPTEMBER 2015

AS WITNESSES:

1. [Signature]

[Signature]

REGISTERED OWNER(S)

2. [Signature]

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: S. Hlongwane Signature: [Signature] Date: 14/10/2015

Date sent to New Germany: 31/10/2015



Wayleave No: 3

Route Plan Ref. No: SWN 487C 2929CDN

OFFICE USE ONLY



Area : Pietermaritzburg-Underberg TCS.....Project U152285301.....

Feeder: .. LAMINGTON NB 23.....

Supply to: . UNDERBERG DAIRIES PTY LTD.....

Eskom Representative: ..A.D.McFARLAND..... .Tel:082-4586171.....

Distribution: KZN OU Fax: 086-5157329.....

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

I/We, the undersigned (full names) STEPHEN STARR FARRAND

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

(Identity number/s: 5303195004083)

NOT married in/out of community of property with/without accrual/marital power)

Address: PO BOX 9 UNDERBERG

Postal Code 3257

Tel No.: 082 615 4444

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:

PTN 2 OF FONDELING 5580

situated in the Registration Division of KZN.

held by virtue of Title Deed/s number/s J018193/08 extent 863918 HECTARES

(\* 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.

Signed at ..... on this ..... day of .....20....

AS WITNESSES:

1. ....

*Stephen Kawand*

REGISTERED OWNER(S)

2. ....



Signed at ..... on this ..... D ..... 0....

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: *S. Hlongwane*

Signature: *[Signature]*

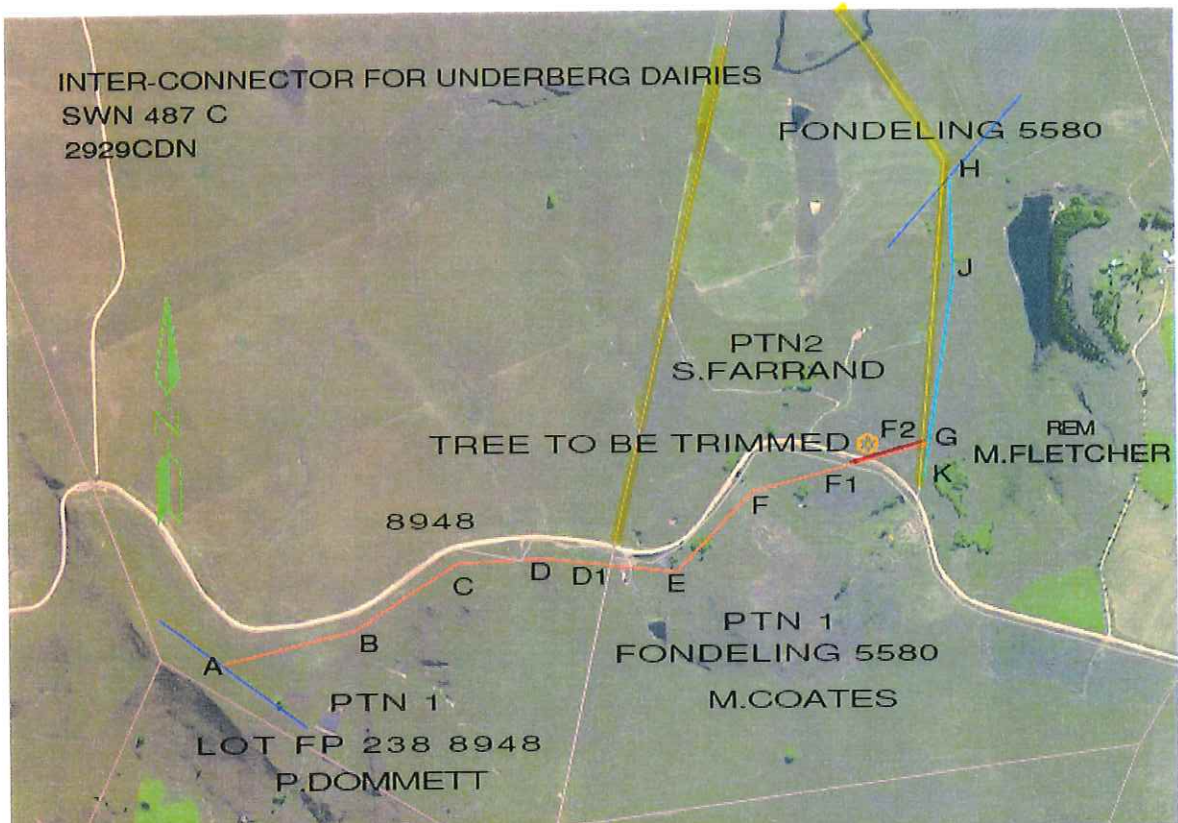
Date: *14/10/15*

Date sent to New Germany: *31/10/2015*

- 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 29

F1 -31705.95 3301372.22

F2 -31906.32 3301318.11

6. Remarks / Special Conditions:

.....  
 Trim tree after road crossing

X *[Handwritten signature]*



Wayleave No. 4

Route Plan Ref. No. 487.12929. CON

OFFICE USE ONLY

Area: UNDERBERG Project no: 192570205

Feeder: LAMINGTON NB 23 UBC 1036

Supply to: COATES M

Eskom Representative: Sam Gabela Tel: 0122046765

Distribution: Eastern Region Fax: 0319062770

WAYLEAVE AGREEMENT OVERHEAD POWER LINE/UNDERGROUND CABLE(S)

I/We, the undersigned (full names) ERICK HATTINGH - TRUSTEE OF THE P.T. FLETCHER FAMILY TRUST

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

(Identity number/s: 4307085130081

married in/out of community of property with/without accrual/marital power)

Address: 16 WARNER COURT 720 ESSENWOOD ROAD DURBAN Postal Code 4001

Tel No: 0845055006

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:

PTN 1 OF FONDELING 5580 RS

situated in the Registration Division of KWAZULU 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:

Handwritten signatures and initials, including S.T. NGCOSO

Signed at DURBAN on this 19th day of SEPTEMBER 2013

AS WITNESSES:

- 1. A-Ma HATTINGH
- 2. S. I. NGCOBO

[Signature]  
 REGISTERED OWNER(S)

Signed at ..... on this ..... Day of ..... 20....

AS WITNESSES:

- 1. ....
- 2. ....

REGISTERED OWNER(S)/PURCHASER/  
 LESSEE/USUFRUCTUARY/HEIR/  
 OCCUPANT\*/SPOUSE IF MARRIED IN  
 COMMUNITY OF PROPERTY

(\* 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: S. Hongwane Signature: [Signature] Date: 21/09/2013  
 Date sent to New Germany: 30/10/2013  
 (Wayleave Revision 11 dated 16.05.2011)