



Wayleave No:

Route Plan Ref No: 2430 DCN

OFFICE USE ONLY

Area: CLIFFDALE RURAL

492

Project no.: IN141190428

Feeder: ASSAGAY NB40

Supply to: N.E. NZIMANDE SCHEME

Eskom Representative: MEMBELE

Tel: 011 6721763

Distribution: Eastern Region

Fax: 086 5166493

*without produce*

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

I/We, the undersigned (full names) GOPINA BASS

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

(Identity number/s: 58 01220227082)

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

Address: 18 OLD MAIN RD, ISIPINGO RAIL

Postal Code 4110

Tel No: 031 9109109

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 20 OF LOT AB7315 FT

situated in the Registration Division of KWAZULU NATAL

held by virtue of Title Deed/s number/s LOT AB 7315 extent approx 100 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.

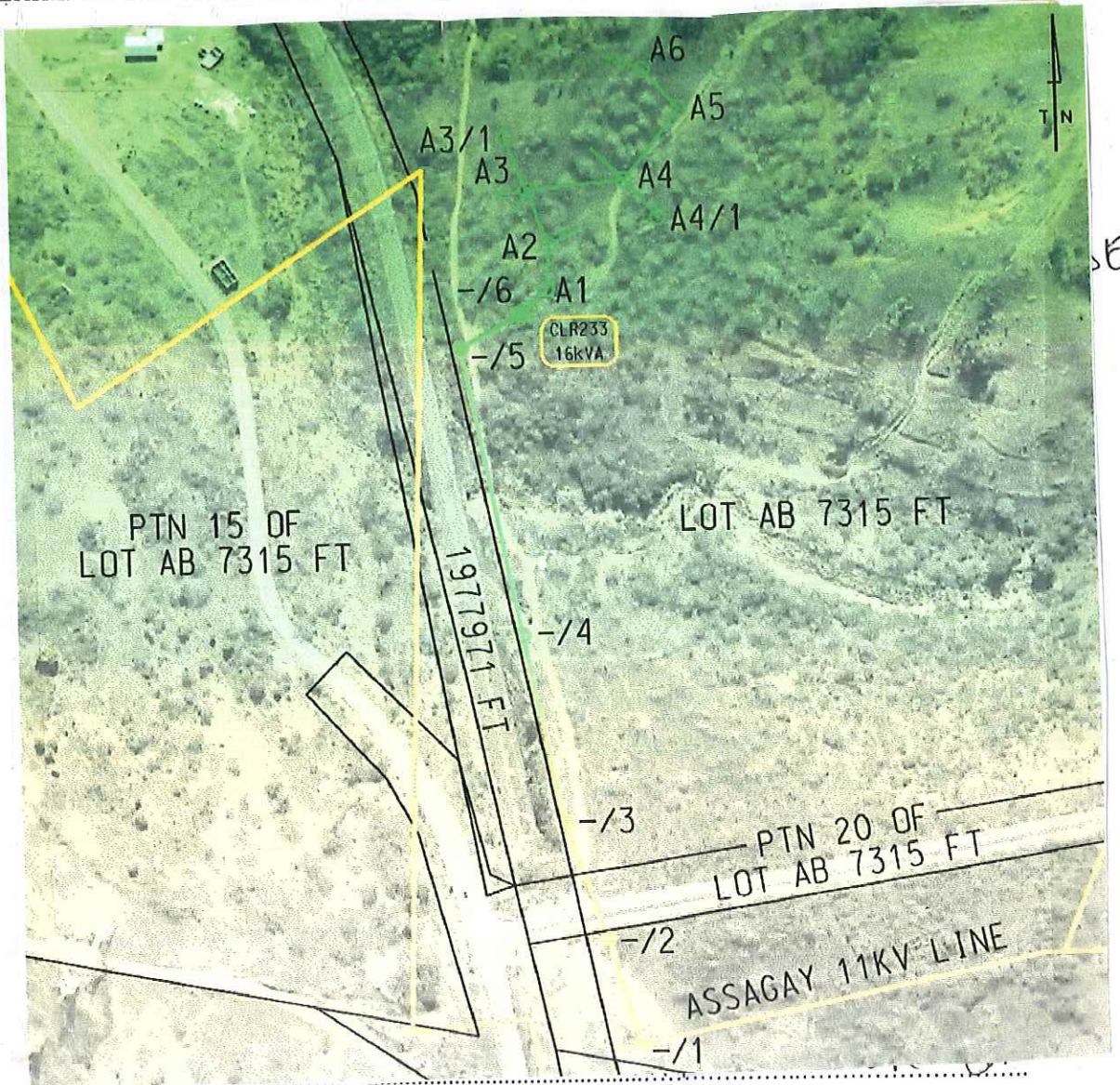


Without Prejudice *[Signature]*  
3-

- 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 *[Signature]*

OVERHEAD POWER LINE/UNDERGROUND CABLE(S)



6.


..... ABOVE SERVITUDES .....  
..... 29 47 54 816 S, 30 41 19 278 E .....  
.....

Signed at CLIFFDALE on this 23rd day of SEPTEMBER 2015

AS WITNESSES:

1.  .....

  
.....  
REGISTERED OWNER(S)

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. ....

(\* 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. J. MURPHY Signature:  Date: 06/10/2015

Date sent to New Germany: 06/10/2015