



AREA: <i>Hendrina</i>	PROJECT NO. <i>WH 152110821</i>
FEEDER: <i>Rietkroon 22kV</i>	
SUPPLY TO: <i>Von der merwe</i>	
ESKOM REPRESENTATIVE: <i>Donald Kenderozu</i>	TEL: <i>0605000874</i>
*DISTRIBUTION/*TRANSMISSION	FAX:

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

I/We, the undersigned (full names)

*SJM Trust*  
*(Sarel Johannes Marais van der Merwe)*  
 (\* If Company/CC/Trust, complete capacity of authorised persons) *Trustee*

(Identity number: *480908 5019 081* ..... married in/out of community of property with/without  
 accrual/marital power)

Address: *Vlakfontein, Hendrina*  
 ..... Postal Code *1095*

Tel No.: *013 297 7905*  
 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:

*Farm r Nooiplaas 165, 0 (Remaining Extend)*

situate in the Administrative District of *Steve Tshwete Local Municipality*  
 ..... held by virtue of Title Deed/s  
 number/s *19728/1997* ..... extent *403.3363 H*

(\* Delete if not applicable)

(hereinafter referred to as the "Property") hereby grant/s to Eskom Holdings SOC Limited, Registration Number 2002/015527/30, 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 ... *A* ... *B* ... 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 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 ..... 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:

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

Signed at Ulakfontein on this 26 day of November 2015

AS WITNESSES:

1. [Signature]

[Signature]  
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. [Signature]

.....  
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. [Signature]

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

2. ....

(\* Delete whichever is not applicable)