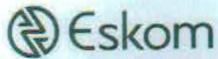
MSIBI COMMUNAL PROPERTY ASSOCIATION

1244 DHLAMINI STATET ETHANDAZARIA PAR PART RETIEF 2380 CELL: 082 647 8475

17.12.2002

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AREA: Pet Petref	PROJECT NO.			
FEEDER:				
SUPPLYTO: SKODADA				
ESKOM REPRESENTATIVE: J.S. Smith	TEL: 0828509861			
*DISTRIBUTION/*TRANSMISSION	FAX: 0866536882			

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

1/We, the unc	tersigned (full names)
KEMBE	
with/without a	y/CC/Trust, complete capacity of authorised persons) nber 4.00 88342.1888 married in/out of community of property accrual/marital power) PO BOX 162 REF REFLEE
A CONTRACTOR OF THE PARTY OF TH	Postal Code 2-25
and	7 6 60 x 162 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(Identity num accrual/mani	married in/out of community of property with/without tal power)
Address:	Postal Code
	URCHASER/LESSEE/USUFRUCTUARY/HEIR/OCCUPANT
	referred to jointly or individually as the "Owner") of the following property/properties:
	on 5 of Fign 49) IT Modifices
TON THE REAL PROPERTY.	the Administrative District of Piet Cetter
situate in I	held by virtue of Title 'Deod/s
number/s	1 SOS / SS 10
Limited, Req	ot applicable (hereinalter referred to as the "Property") hereby grant/s to Eskom Holdings justimion Number 2002/015527/06, its successors in title, assignees, licensees, referred to as

MSIBI COMMUNAL PROPERTY ASSOCIATION

1244 DHLAMINI STREET ETHANDAKUKHANYA PIET RETIEF 2360 CELL: 082 647 6475

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"Eskom") an irrevocable right of way leave in perpetuity free of charge to transmit electricity over the property:

- 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.

 - 1.2 the right to enter and be upon the property at any time in order to construct, creat operate, uso, maintain, repair, re-creat, remove, after 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.
- 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 Eskorn, its employees or contractors.

- The following special restrictions are placed on the use of the property namely -3.
 - No building or structure may be erected or installed above or below the surface of the 3.1 ground, neither may any material which might endanger the safety of this power line/underground cable be placed within ... 9 Nine ... metres of the centre line of this power line/underground cable without the prior written permission of Eskom.
 - No mining activities or blasting operations shall be permitted within 500 metres of any 3.2 power line/underground cable without the prior written permission of Eskom.
 - The Owner shall not plant or allow to grow any tree in the servitude area nor plant or 3.3 allow to grow in the vicinity of a power line/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 power line or allow it to grow in such a manner as to ondanger that line should it fall or be cut down.
- The right of way leave hereby granted to Eskom
 - shall be binding on the hoirs, assignees and successors in title of the owner.
 - shall be brought to the attention of any purchaser or transferee of the property (or of 4.2 any portion of the property) by the owner or the soller (at that time) of the property before the property (or any portion thereof) is sold and/or transferred to such purchaser or transferee.
 - shall, if Eskom so requests, be incorporated into a notarial deed of servitude and be 4.3 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;
	NIA
	MSIBI COMMUNAL PROPERTY
	ASSOCIATION 1244 DHLAMINI STREET ETHANDAKUKHANYA PIET RETIEF 2330 CELL: 082 847 8475

Signe	an PETRETER	on this .	11 day of NO	VET 16 420/11
AS W	TNESSES:			
1.	PLEASE SIGN HERE		REGISTERED OWNI LESSEE/USUFRUCT OCCUPANT SPOUS COMMUNITY OF PR	UARY/HEIR/ SE IF MARRIED IN
'Signe	dat	on this	day of	20
AS WI	TNESSES:			
1.	voings in the second second		REGISTERED OWNI LESSEE/USUFRUCT OCCUPANT SPOUS COMMUNITY OF PR	UARY/HEIR/ SE IF MARRIED IN
2				
Signed	'я	on this	day of	20,
AS WI	TNESSES:			
ika "			for and on behalf of ESKOM HOLDINGS	LIMITED
2 (* Dele	te whichever is not applicable)			

MSIBI COMMUNAL PROPERTY
ASSOCIATION
1244 DHLAMINI STREET
ETMANDAKUKHANYA
PIET RETIEF 2350
CELL: 082 647 8478