



AREA: DAVEL	PROJECT NO. GERMIN UPGRADE
FEEDER: DAVEL / DAVEL 11KV	
SUPPLY TO: GERMIN UPGRADE PROJECT	
ESKOM REPRESENTATIVE: T.V. LOGGERSBERG	TEL: 0824450039
*DISTRIBUTION/*TRANSMISSION DISTR	FAX:

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

I/We, the undersigned (full names)
 ICR X
 VUSI KHUMALO AS DIRECTOR OF TOTAL COAL SOUTH
 AFRICA (PTY) LTD

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

ICR X
 (Identity number: 6513295405086 married in/out of community of
 property with/without accrual/marital power)

ICR X
 Address: 2ND FLOOR 9 FRICKER ROAD ILLOVO
 Postal Code

Tel No.: 011 461 6800
 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:
 50% AS CO-OWNER OF THE FARM REMHOEGTE
 HEBBES

X

ICR
 MV

- 2 -

situate in the Administrative District of
 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 Holdings Limited, Registration Number 2002/015527/06, 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 ^{C D E + F}..... 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 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.

f *Sm* ^{KW}

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 power line/underground cable be placed within9..... metres of the centre line of this power line/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 power line/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 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 endanger that line should it fall or be cut down.

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 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:

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.....

→ m
B g

X Signed at Illovo on this 24th day of June 2013.

AS WITNESSES:

1. [Signature]

X [Signature]
REGISTERED OWNER(S)/PURCHASER/
LESSEE/USUFRUCTUARY/HEIR/
OCCUPANT*/SPOUSE IF MARRIED IN
COMMUNITY OF PROPERTY

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.

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

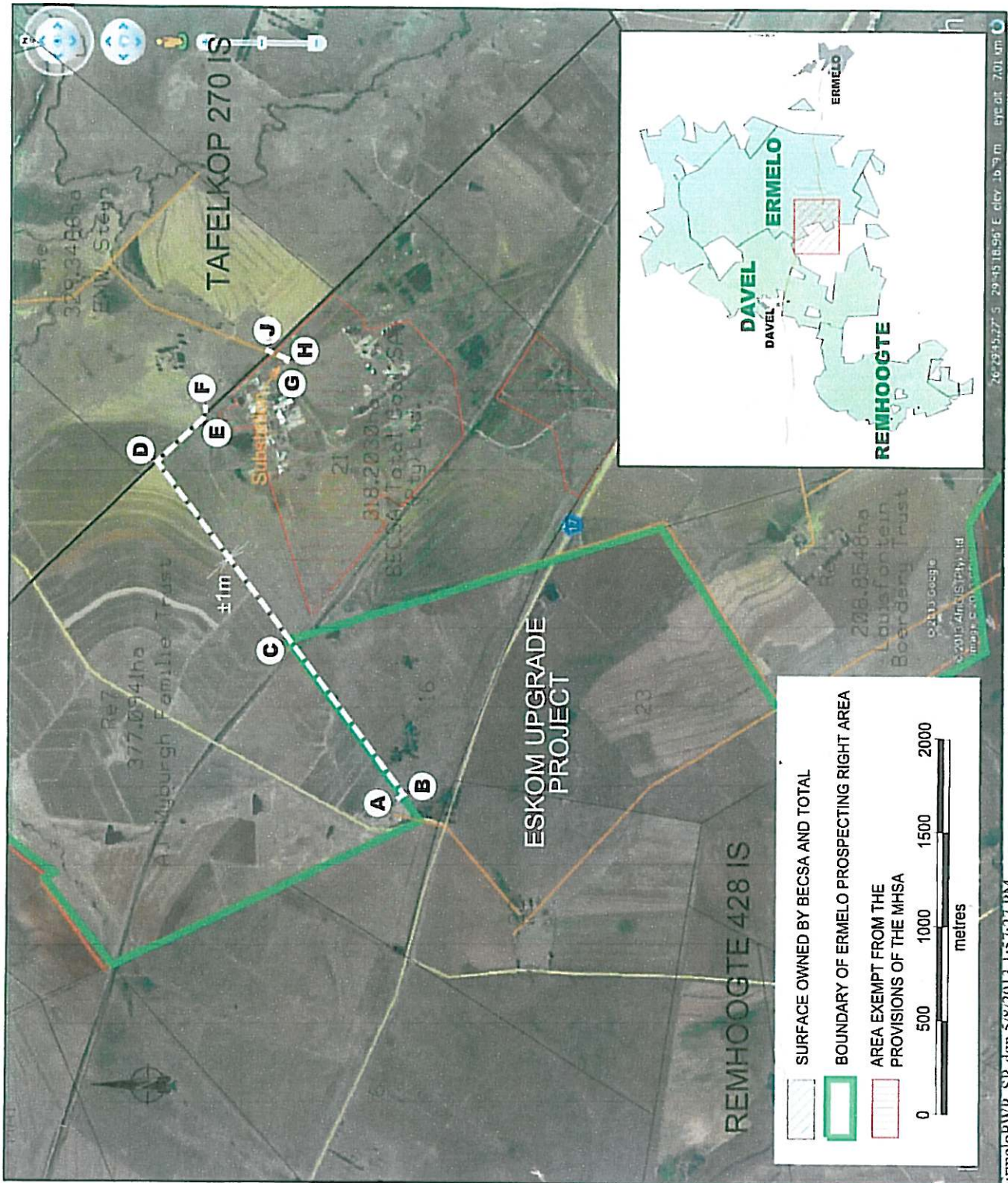
AS WITNESSES:

1.

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

2.

(* Delete whichever is not applicable)



ICMR
S. M.
[Signature]



AREA: DAVEL	PROJECT NO. GENMIN UPGRADE
FEEDER: DAVEL // DAVEL 11 KV	
SUPPLY TO: GENMIN UPGRADE PROJECT	
ESKOM REPR: T. VAN LOGGERENBERG	TEL: 082 445 0039
DISTRIBUTION	FAX:

WAY LEAVE AGREEMENT - OVERHEAD POWER LINE

I, the undersigned, **VIKESH DHANOOKLAL**, in my capacity as **MANAGER: MINING RIGHTS AND LAND MANAGEMENT of BHP BILLITON ENERGY COAL SOUTH AFRICA (PTY) LTD**
REG NO: 1963/000537/07

Address: P.O. Box 61075,
 MARSHALLTOWN

Postal Code: 2107

Tel No.: (011) 376-2410

being the REGISTERED OWNER

(hereinafter referred to jointly or individually as the "Owner") of the following property:

TITLE DEED No: T4176/2000
 FARM NAME: Portion 16 of the farm REMHOOGTE 428
 REGISTRATION DIVISION: IS
 EXTENT: 113.2449ha

situate in the Administrative District of MPUMALANGA

(hereinafter referred to as the "Property") hereby grant/s to Eskom Holdings Limited, Registration Number 2002/015527/06, 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 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 along the route as indicated by the letters A; B; C on the sketch attached hereto marked Annexure "A", as may at any time be necessary or convenient in exercising the right of way leave for overhead power line/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 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.
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 wilful act, negligent act or omission on the part of Eskom, its employees or contractors;
 - 2.3 Eskom indemnifies the Owner from any claims that may arise out of the granting of this way leave;
 - 2.4 Eskom shall ensure that any structures erected by them shall not interfere or affect any of the Owner's, activities, structures, or the operation thereof, on the Property.
 - 2.5 the Owner shall have unrestricted access to cross the Servitude Area.
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 be placed within 9 metres of the centre line of this power line 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 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 requires, 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 successor in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration of a deed of servitude as envisaged above.

Signed at JOHANNESBURG on this 18 day of July 2013

AS WITNESSES:

1. 


FOR AND ON BEHALF OF BHP BILLITON
ENERGY COAL SOUTH AFRICA PTY LIMITED

2. 

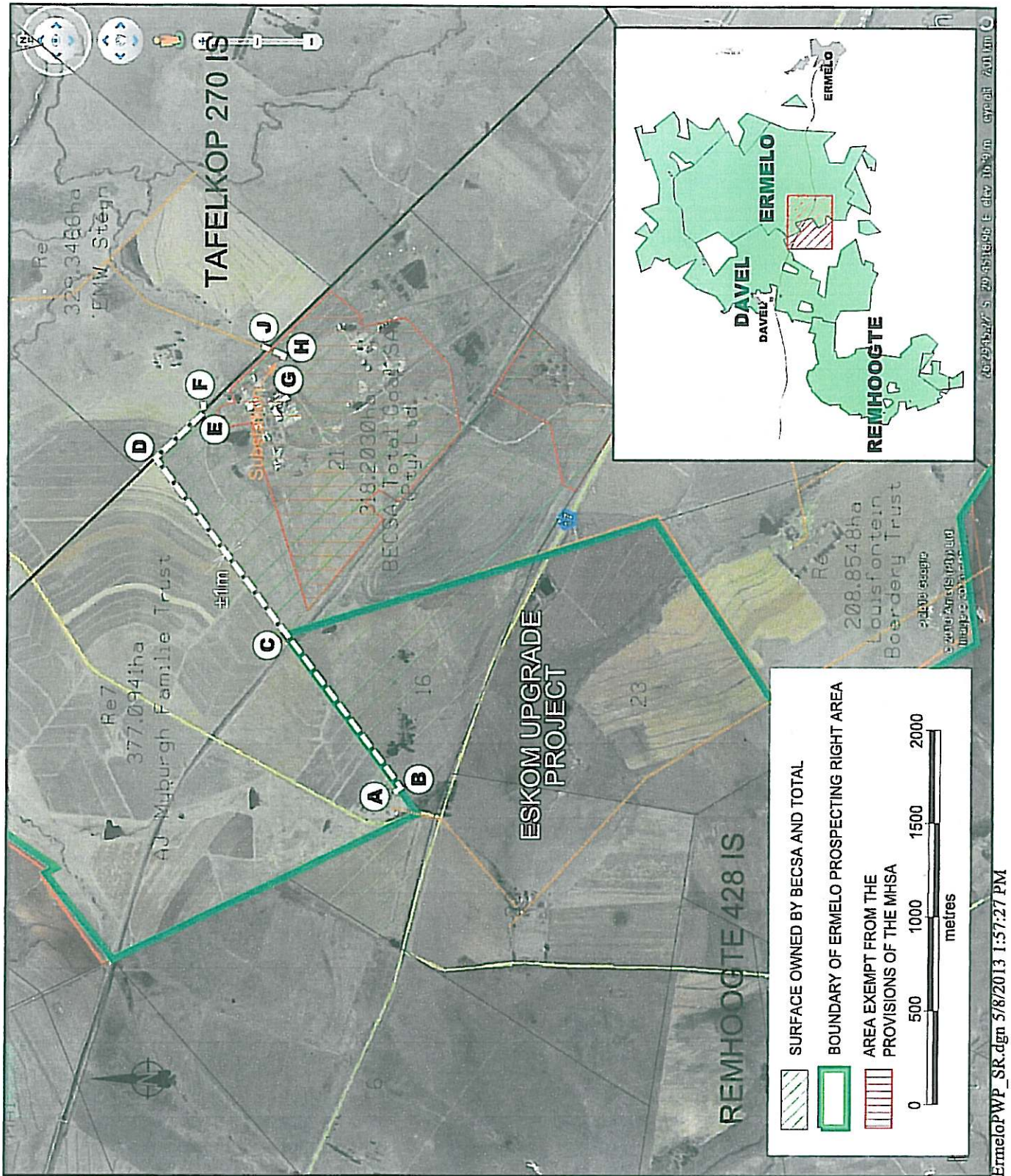
Signed at on this day of
20.....

AS WITNESSES:

1.

.....
FOR AND ON BEHALF OF
ESKOM HOLDINGS LIMITED

2.



(Handwritten signature)



AREA: DAUEL	PROJECT NO. GENMIN UPGRADE
FEEDER: DAUEL / DAUEL 11KV.	
SUPPLY TO: GENMIN UPGRADE PROJECT.	
ESKOM REPRESENTATIVE: T.V. Loggerenberg	TEL: 082 4450039.
*DISTRIBUTION/*TRANSMISSION	FAX:

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

I/We, the undersigned (full names)

ALBERTUS JOHANNES MYBURGH
A.S. MYBURGH FAMILIE TRUST

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

(Identity number: 4207235063085 married in/out of community of property with/without accrual/marital power)

Address: EERSTEGELING FARM
BETHAL Postal Code 2310

Tel No.:

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:

REMAINDER OF TAFELKOP 270 IS AND PORTION 7 OF THE FARM
REMITCOGTE 428 IS

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 power line/underground cable be placed within ...9..... metres of the centre line of this power line/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 power line/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 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 endanger that line should it fall or be cut down.

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 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:

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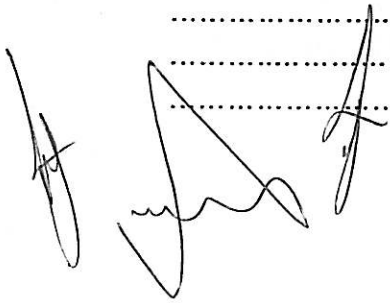
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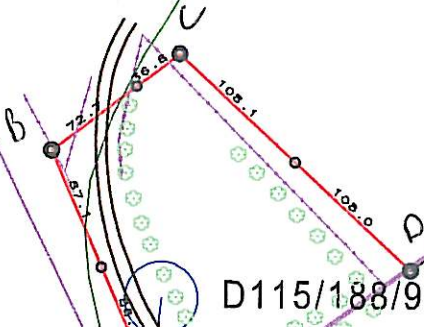
Handwritten signatures in black ink, appearing to be three distinct signatures.

REMHOOGTE 428 IS



7/428

*reborn in the forest of Gethun
Boorn kon gekoep of gestuun*



16/428

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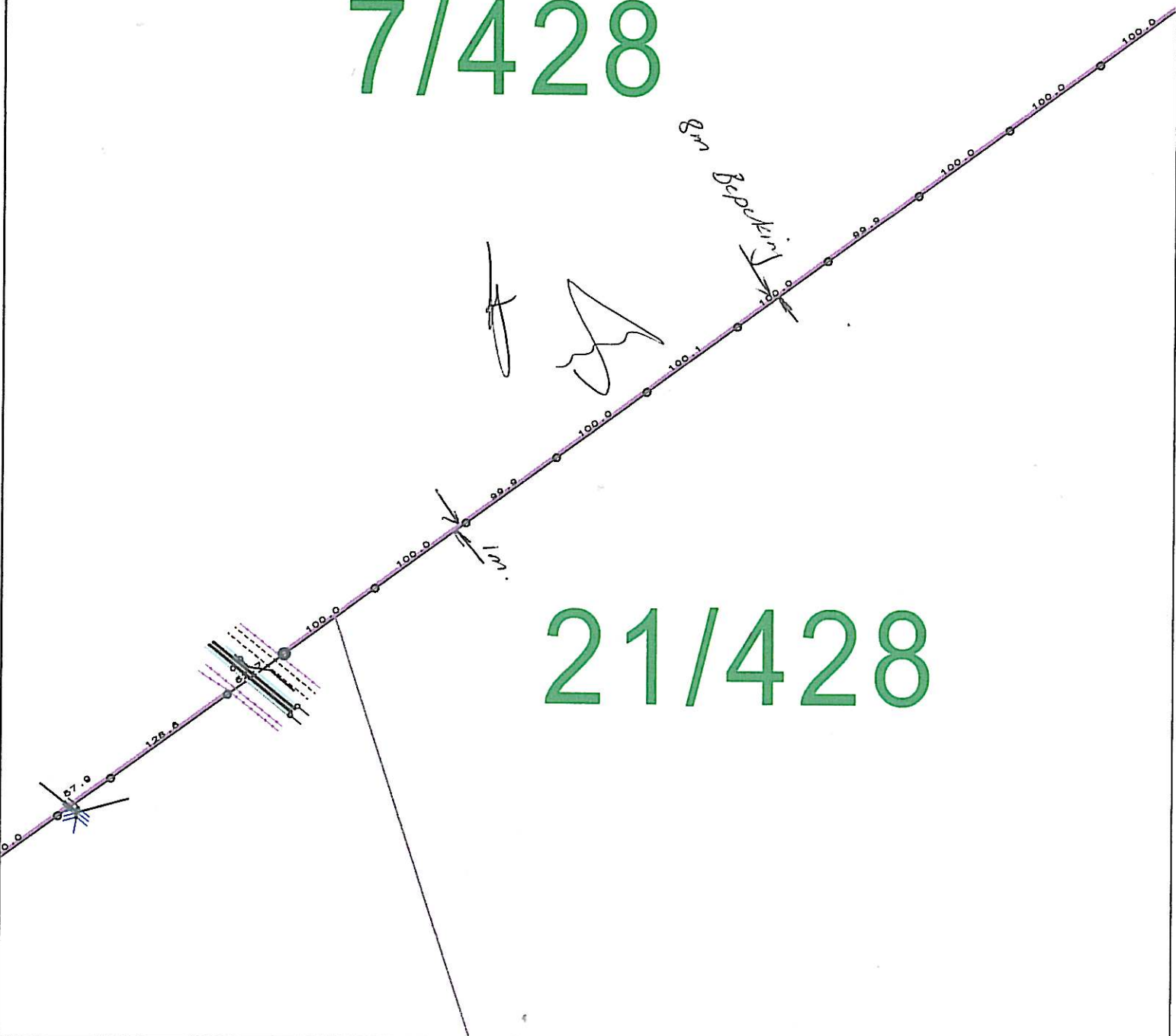


REMHOOGTE 428 IS

7/428

*Sum
Bepoekin*

21/428



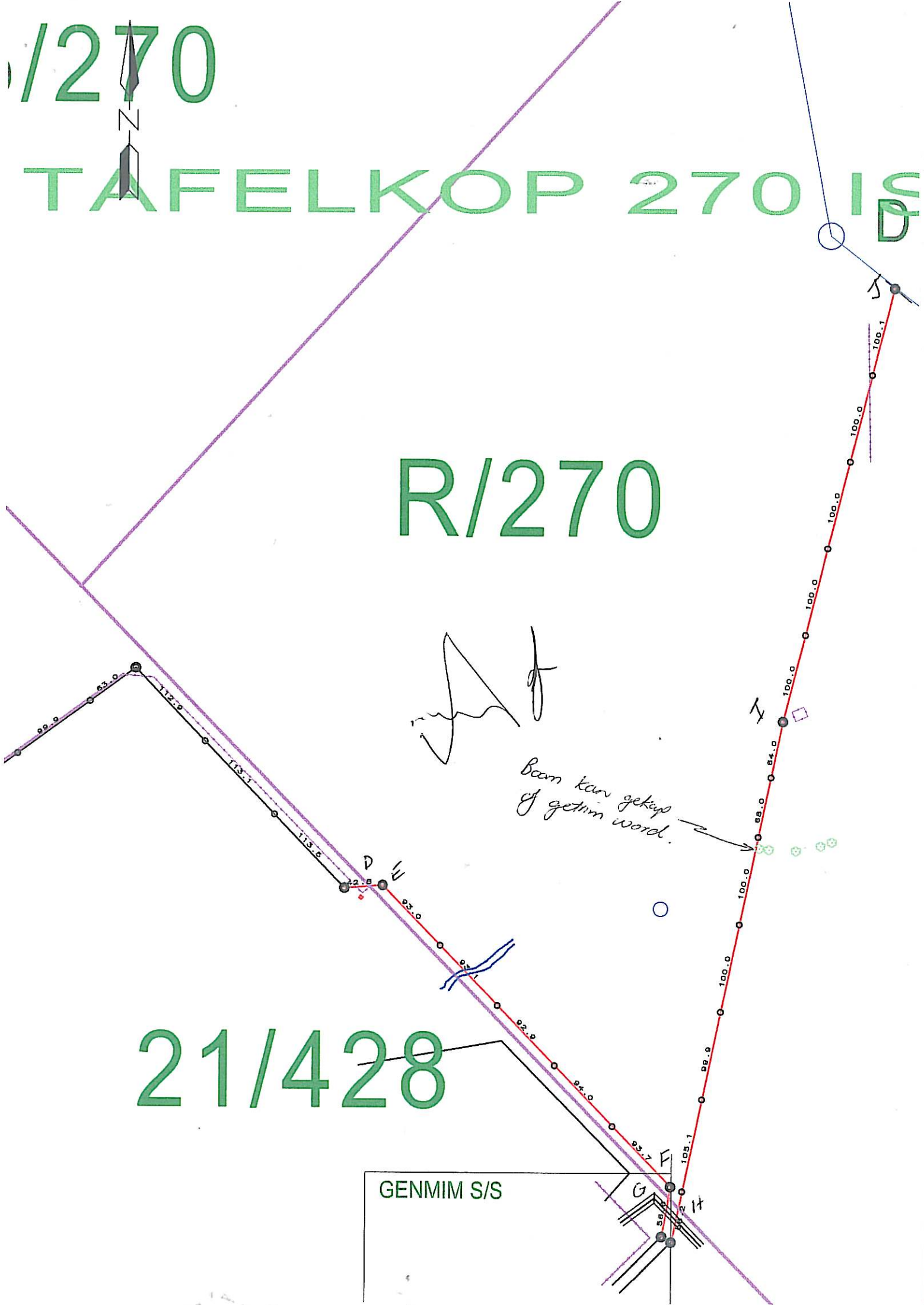
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TAFELKOP 270 IS

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21/428

GENMIM S/S



WinDeed Property Report

windeed
information is our business

Name **REMHOOGTE**, Number **428**, Portion **7**

REGISTERED PROPERTY DETAILS

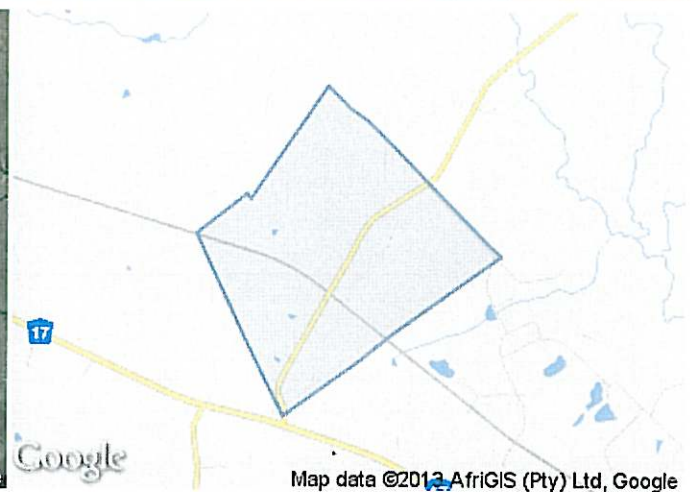
Property Type	FARM	Diagram Deed	T8682/925
Farm Number	428	Registered Size	377.0941H
Portion Number	7	Municipality	MSUKALIGWA LOCAL MUNICIPALITY
Farm Name	REMHOOGTE	Province	MPUMALANGA
Registration Division	IS	Coordinates (Lat/Long)	-26.478210 / 29.747836
Deeds Office	MPUMALANGA		

OWNER DETAILS

Owner 1 of 1

Person Type	COMPANY	Title Deed	T72506/2006
Name	A J MYBURGH FAMILIE TRUST	Purchase Date	2005/11/28
Registration Number	6455/2001	Purchase Price (R)	661,512
Share (%)	100	Registration Date	2006/06/21

MAPS



PROPERTY INFORMATION

Address	-
Primary Use	COMMERCIAL
Estate	-

Room Configuration

Bedrooms	1	Reception Areas	-
Bathrooms	1	Study/Office	-
Kitchens	1		
Internal Finishes	BUDGET		

General Information

Door Number	-	Roof Type	TILES
Floor Size (m ²)	-	Wall Type	BRICK
Storeys	-	Construction Year	-

Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		



AREA: DAVEL	PROJECT NO. GENMIN UPGRADE
FEEDER: DAVEL // DAVEL 11 KV	
SUPPLY TO: GENMIN UPGRADE PROJECT	
ESKOM REPR: T. VAN LOGGERENBERG	TEL: 082 445 0039
DISTRIBUTION	FAX:

WAY LEAVE AGREEMENT - OVERHEAD POWER LINE

We, the undersigned,

VIKESH DHANOOKLAL, in my capacity as **MANAGER: MINING RIGHTS AND LAND MANAGEMENT of BHP BILLITON ENERGY COAL SOUTH AFRICA (PTY) LTD**
REG NO: 1963/000537/07

Address: P.O. Box 61075,
 MARSHALLTOWN

Postal Code: 2107

Tel No.: (011) 376-2410

And

VUSI KHUMALO, in my capacity as **DIRECTOR of TOTAL COAL SOUTH AFRICA.(PTY) LIMITED**
REG NO: 1968/014274/07

Address: 2ND FLOOR; 9 FRICKER ROAD ILLOVO

Postal Code

Tel No.: (011) 441 6800

being the REGISTERED CO-OWNERS

(hereinafter referred to jointly or individually as the "Owner) of the following property:

TITLE DEED No: T22861/1979 AND T38896/1992
 FARM NAME: Portion 21 of the farm REMHOOGTE 428
 REGISTRATION DIVISION: IS
 EXTENT: 318.2030 ha

situate in the Administrative District of MPUMALANGA

(hereinafter referred to as the "Property") hereby grant/s to Eskom Holdings Limited, Registration Number 2002/015527/06, 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 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 along the route as indicated by the letters C; D; E; F; and G; H; J on the sketch attached hereto marked Annexure "A", as may at any time be necessary or convenient in exercising the right of way leave for overhead power line/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.
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 - 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 wilful act, negligent act or omission on the part of Eskom, its employees or contractors;
 - 2.3 Eskom indemnifies the Owner from any claims that may arise out of the granting of this way leave;
 - 2.4 Eskom shall ensure that any structures erected by them shall not interfere or affect any of the Owner's, activities, structures, or the operation thereof, on the Property.
 - 2.5 the Owner shall have unrestricted access to cross the Servitude Area.
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 be placed within 9 metres of the centre line of this power line 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

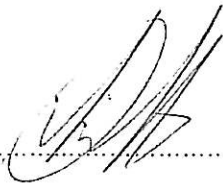
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4. The right of way leave hereby granted to Eskom -

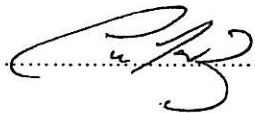
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- 4.3 shall, if Eskom so requires, be incorporated into a notarial deed of servitude and be registered against the title deed under which the Property is held; on Eskom's costs. The Owner and/or its heirs, assignees and successor in title shall perform all necessary actions and sign all necessary documents to achieve the notarial execution and registration of a deed of servitude as envisaged above.

Signed at JOHANNESBURG on this 19 day of July 2013

AS WITNESSES:

1. 


 FOR AND ON BEHALF OF BHP BILLITON
 ENERGY COAL SOUTH AFRICA PTY LIMITED

2. 

Signed at on this day of 2013

AS WITNESSES:

1.

.....
 FOR AND ON BEHALF OF TOTAL COAL
 SOUTH AFRICA PTY LIMITED

2.

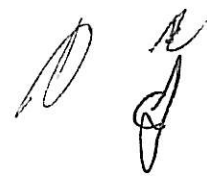
Signed at on this day of
20.....

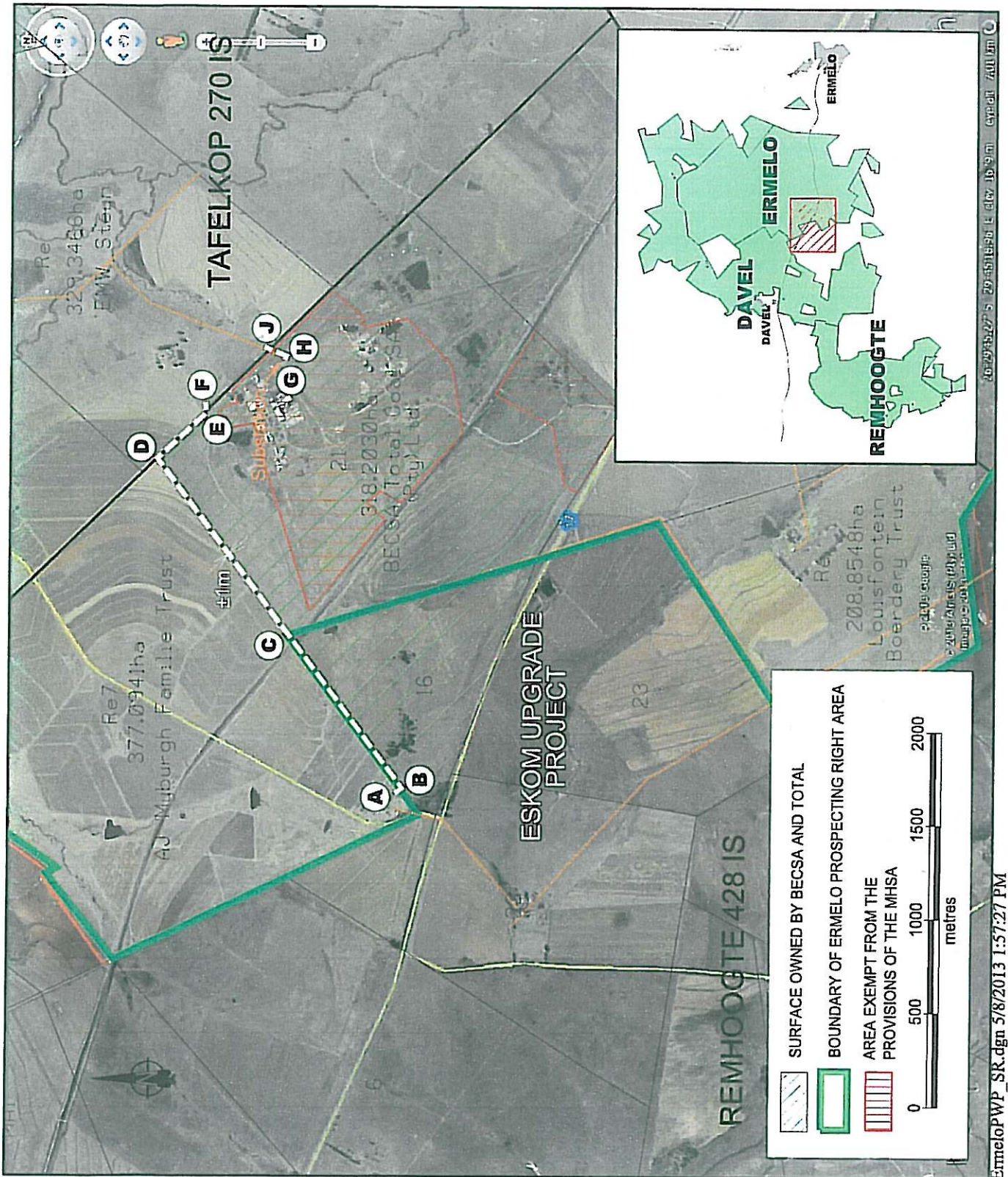
AS WITNESSES:

1.

.....
**FOR AND ON BEHALF OF
ESKOM HOLDINGS LIMITED**

2.

Handwritten signatures in black ink, consisting of two distinct scribbles.



[Handwritten signatures]