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LOVIUS BLOO
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Tel: 051 - 430 5074

GEREGISTREER
REGISTERED
Kevis
REGISTRATEUR/REGISTRAR
2012 -01- 13

Protocol No. 1933

NOTARIAL DEED OF SERVITUDE

KNOWN ALL WHOM IT MAY CONCERN

K 0000029 / 2012 S

That on this the 30th day of NOVEMBER 2011

Before me,

KEITH MELLOR WHITAKER

PULANE
DATA
OPNEEM
2012 -01- 16

Notary Public, by lawful authority duly sworn and admitted, and practicing at JOHANNESBURG in the Province of Gauteng, and in the presence of the undersigned witnesses, personally came and appeared

CONRAD SCHOONBEE

ANASTACIA
DATA
OPNEEM

2012 -01- 16

[Handwritten signatures]

he being duly authorised thereto by virtue of a Power of Attorney signed at JOHANNESBURG on 18 AUGUST 2011 and granted to him by:

**MULTIDIRECT INVESTMENTS 156 PROPRIETARY LIMITED
REGISTRATION NUMBER 2003/004085/07**

(hereinafter referred to as "the COMPANY")

herein represented by ANTON CROUSE in his capacity as DIRECTOR, being duly authorised thereto by virtue of a Resolution dated 18 AUGUST 2011 which said Power of Attorney and certified copy of which resolution have this day been exhibited to me and now remain filed in my Protocol.

and

he being duly authorised thereto by virtue of a Power of Attorney signed at JOHANNESBURG on 10 OCTOBER 2011 and granted to him by:

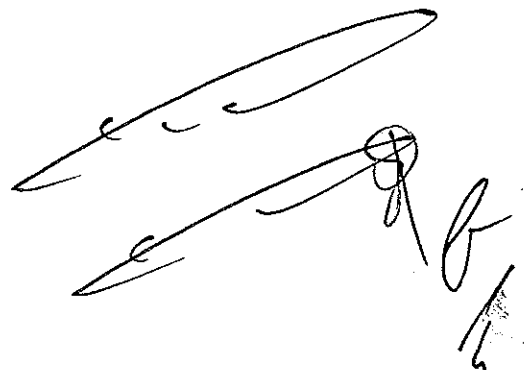
CAROLINA AUGUSTA ERASMUS

Identity Number 311029 0015 08 4

Widow

(hereinafter referred to as "the OWNER")

which said Power of Attorney was this day exhibited to me and now remain filed in my Protocol.

Handwritten signatures and initials in black ink, including a large signature and the initials 'R B'.

AND THE APPEARERS DECLARED THAT:

WHEREAS the said OWNER is the registered owner of:

**THE REMAINING EXTENT of PORTION 3 of the farm BOSCHBANK 12, district PARYS,
Province FREE STATE
IN EXTENT 261,1846 (TWO SIX ONE COMMA ONE EIGHT FOUR SIX) hectares**

Held by Deed of Transfer T7226/1954

(hereinafter referred to as the ""SUBSERVIENT TENEMENT")

AND WHEREAS the COMPANY is the registered owner of:

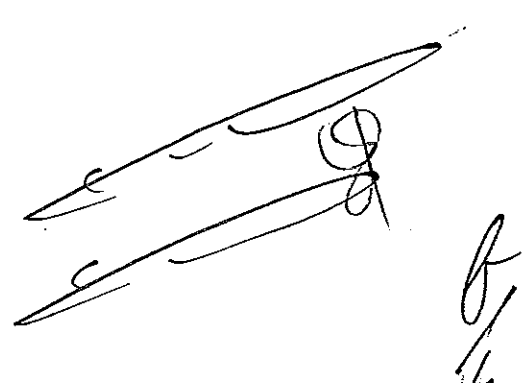
**PORTION 6 (of 3) of the farm BOSCHBANK 12, district PARYS, Province FREE STATE
IN EXTENT 27,9998 (TWO SEVEN COMMA NINE NINE NINE EIGHT) hectares**

Held by Deed of Transfer T14656/2003

(hereinafter referred to as the "DOMINANT TENEMENT")

AND WHEREAS the OWNER has, in terms of a Settlement Agreement between the parties, agreed to grant to the COMPANY a right of way servitude over the SUBSERVIENT TENEMENT in favour of the DOMINANT TENEMENT subject to the obligations of the COMPANY pursuant thereto as more fully set out herein.

AND WHEREAS in order to secure the rights which the OWNER has agreed to grant to the COMPANY, it is necessary to incorporate the grant thereof in a Notarial Deed and to cause same to be registered against the Title Deeds in respect of the SUBSERVIENT TENEMENT and the DOMINANT TENEMENT.

Handwritten signatures and initials at the bottom right of the page. There are two long, sweeping horizontal lines, possibly representing signatures or initials, and a small vertical mark to the right.

NOW THEREFORE THESE PRESENTS WITNESS:

The OWNER hereby gives and grants to the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives a perpetual right of way servitude 12,00 metres wide over the SUBSERVIENT TENEMENT in favour of:

**PORTION 6 (of 3) of the farm BOSCHBANK 12, district PARYS, Province FREE STATE
IN EXTENT 27,9998 (TWO SEVEN COMMA NINE NINE NINE EIGHT) hectares**

Held by Deed of Transfer T14656/2003

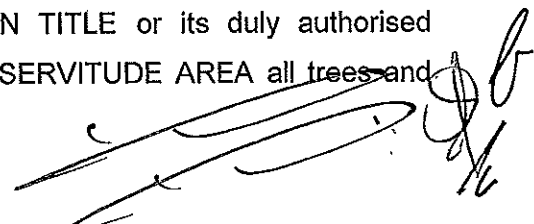
as indicated by the figure **A B C D E F G H J K L M N P Q R S T U V W X Y Z A1 B1 C1 D1 E1
F1 G1 H1 J1 K1 L1 M1 A** on annexed servitude diagram S.G. Number 584/2011
(hereinafter referred to as the "SERVITUDE AREA")

SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. THAT the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall have the right at all times to use the SERVITUDE AREA for access purposes to the DOMINANT TENEMENT and to carry out, construct, lay down, in, on or under the SERVITUDE AREA such pavements, kerbs, road foundations, surfaces, traffic installations and fences (hereinafter referred to as "the WORKS"), as may now or hereafter be necessary or desirable for use by the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives and at all times to enter upon and use the SERVITUDE AREA for the purposes aforesaid, and to carry out, in, or under the SERVITUDE AREA all or such part of the WORKS as may in the opinion of the COMPANY or its SUCCESSORS IN TITLE or its duly authorised representatives be necessary or desirable from time to time for the purposes of the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives.
2. THAT the WORKS and all appurtenances thereto shall be constructed in such manner and of such materials as in the opinion of the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall be necessary or desirable.

Handwritten signatures and initials, including a large signature and the initials 'B/L'.

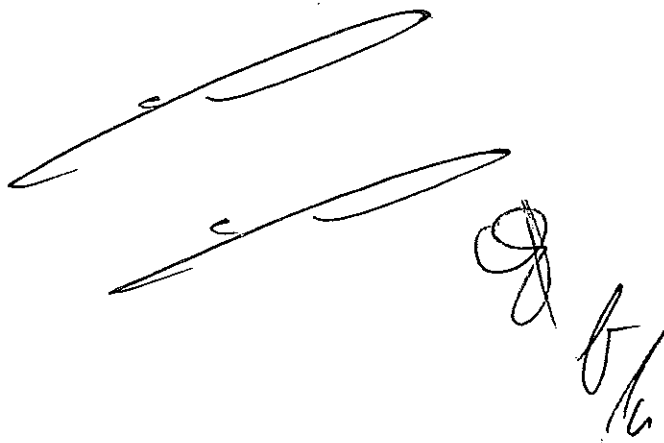
3. The COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall use the SERVITUDE AREA, after the WORKS, for access purposes to the DOMINANT TENEMANT on which a residential development is to be established.
4. Upon completion of the WORKS, the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall erect a game fence in accordance with its own specifications along the eastern boundary, east of the SERVITUDE AREA and as stipulated in the Settlement Agreement.
5. The COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall fence the DOMINANT TENEMANT in accordance with its own specifications and as stipulated in the Settlement Agreement.
6. THAT the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall not be obliged to proceed immediately with the construction of the WORKS, or any part thereof, and the OWNER of the SUBSERVIENT TENEMANT shall not be entitled to compel the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives to proceed with such construction. There are no time restrictions imposed upon the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives for the development of the SERVITUDE AREA or of the contemplated residential development on the DOMINANT TENEMANT.
7. THAT the OWNER shall not erect or cause or permit to be erect any building or other structure on or over the SERVITUDE AREA, or plant or permit to be planted thereon any large rooted trees or dump or permit to be dumped any soil or rubbish thereon, or do or permit to be done, anything in or on the SERVITUDE AREA in the immediate vicinity thereof which will or is likely to interfere with or prejudice the rights conferred upon the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives under this deed. The OWNER at its own expense shall make any damage, which may be caused to the WORKS constructed by the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives on the SERVITUDE AREA or to any portion thereof by reason of any breach by the OWNER of the obligations hereunder, or under any law, good.
8. THAT the COMPANY and or its SUCCESSORS IN TITLE or its duly authorised representatives shall be entitled to remove from the SERVITUDE AREA all trees and



other obstructions, and to carry out, construct, to lay down any such WORKS as may in the opinion of the COMPANY be necessary or desirable to place the SERVITUDE AREAS in usable condition for access purposes.

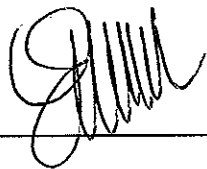
9. THAT this Deed shall be registered as a Servitude against the title deed of the PROPERTIES.
10. THAT these presents shall bind the parties hereto and their respective successors in title and assigns.
11. THAT the costs of drawing and registration of this Deed, including the cost of the necessary diagrams and plans, shall be paid and borne by the COMPANY.
12. THAT these conditions shall not prejudice in any way the rights conferred upon the OWNER by any act, ordinance, by-law, regulation or any other law and the rights hereby granted shall be deemed to be in addition to the OWNER'S statutory rights and not in substitution therefor.
13. THAT consideration shall be payable to the OWNER for the grant of this servitude in the amount of R100 000.00 (ONE HUNDRED THOUSAND RAND) on registration hereof.

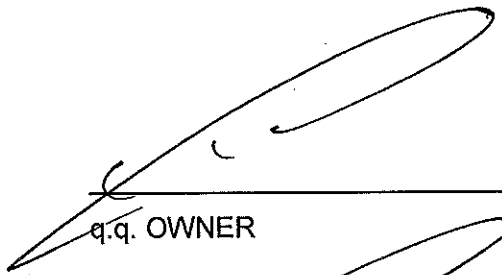
AND the said Conrad Schoonbee in his capacity as agent for COMPANY, as aforesaid, declared in the name and on behalf of the COMPANY to accept the grant of the rights and the servitude herein before said forth, agreeing on behalf of the COMPANY to perform all the conditions imposed on the COMPANY subject to which the servitude is granted.

The image shows two large, stylized handwritten signatures in black ink, one above the other. To the right of these signatures, there are smaller handwritten initials or a mark, possibly 'G' and 'B/16'.


THUS DONE AND EXECUTED AT JOHANNESBURG in the presence of the subscribing witnesses and me, the Notary on the day month and year first aforewritten.

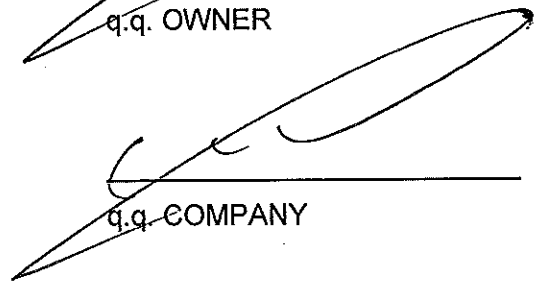
AS WITNESSES:

1. 



q.q. OWNER

2. 



q.q. COMPANY

QUOD ATTESTOR


NOTARY PUBLIC

SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 27° X			S.G. No. 584/2011
		Constants:		± 0,00	+2 900 000,00	Approved
AB	13,67	275 18 10	A	-76 468,90	+66 190,11	for SURVEYOR- GENERAL 2011.08.03 Sheet 1 of 2 sheets
BC	215,63	336 42 30	B	-76 482,51	+66 191,38	
CD	81,71	338 39 00	C	-76 567,77	+66 389,43	
DE	98,90	340 59 30	D	-76 597,52	+66 465,53	
EF	62,33	347 27 30	E	-76 629,74	+66 559,04	
FG	44,84	357 29 10	F	-76 643,27	+66 619,88	
GH	197,55	359 50 10	G	-76 645,24	+66 664,67	
HJ	60,59	356 56 40	H	-76 645,80	+66 862,22	
JK	60,37	353 04 20	J	-76 649,03	+66 922,73	
KL	75,74	347 40 20	K	-76 656,31	+66 982,65	
LM	65,83	341 46 10	L	-76 672,49	+67 056,65	
MN	64,49	332 20 30	M	-76 693,08	+67 119,18	
NP	57,23	324 09 00	N	-76 723,02	+67 176,30	
PQ	57,37	319 02 20	P	-76 756,54	+67 222,69	
QR	73,47	317 13 20	Q	-76 794,15	+67 266,01	
RS	216,70	315 33 40	R	-76 844,04	+67 319,94	
ST	74,13	318 18 40	S	-76 995,77	+67 474,65	
TU	82,62	320 52 10	T	-77 045,07	+67 530,01	
UV	12,02	54 25 33	U	-77 097,21	+67 594,10	
VW	81,61	140 52 10	V	-77 087,43	+67 601,09	
WX	73,57	138 18 40	W	-77 035,93	+67 537,79	
XY	216,59	135 33 40	X	-76 987,00	+67 482,85	
YZ	73,83	137 13 20	Y	-76 835,35	+67 328,21	
ZA1	58,10	139 02 20	Z	-76 785,21	+67 274,02	
A1B1	58,63	144 09 00	A1	-76 747,12	+67 230,15	
B1C1	66,34	152 20 30	B1	-76 712,79	+67 182,63	
C1D1	67,44	161 46 10	C1	-76 681,99	+67 123,87	
D1E1	76,93	167 40 20	D1	-76 660,90	+67 059,82	
E1F1	61,34	173 04 20	E1	-76 644,47	+66 984,66	
F1G1	61,30	176 56 40	F1	-76 637,07	+66 923,77	
G1H1	197,60	179 50 10	G1	-76 633,80	+66 862,55	
H1J1	43,54	177 29 10	H1	-76 633,24	+66 664,95	
J1K1	60,60	167 27 30	J1	-76 631,33	+66 621,46	
K1L1	97,98	160 59 30	K1	-76 618,17	+66 562,31	
L1M1	81,26	158 39 00	L1	-76 586,25	+66 469,67	
M1A	221,97	156 42 30	M1	-76 556,67	+66 393,99	
		Bosbank 530	△	-76 680,49	+67 805,83	
		Rietfontein 531	△	-81 064,30	+63 514,65	

The figure ABCDEFGHIJKLMNPQRSTUVWXYZA1 B1 C1 D1 E1 F1 G1 H1 J1 K1 L1 M1 A

represents ~~1,9129~~ hectares of land being

a Right of Way servitude 12,00 metres wide over the Remainder of Portion 3 of the farm

BOSCHBANK No. 12

Administrative District: Parys
Province of Free State
Surveyed in June 2011 by me

W.H. Coetzer
Professional Land Surveyor
Registration Number PLS 1009

This diagram is annexed to

The original diagram is

File : Parys 12

No. SK 29/2012
d.d. Multidirect Invest.
i.f.o. 150 Property Trust Ltd

S.G. No. : 2053/1954
Transfer T 7226/1954

S.R. : 269/2011

G.P. :
Comp. : IQ-8B-11

Registrar of Deeds

[Signature]

2011/06/14
R320.00

a Right of Way servitude 12,00 metres wide over
the Remainder of Portion 3 of the farm
BOSCHBANK No. 12

S.G. No.

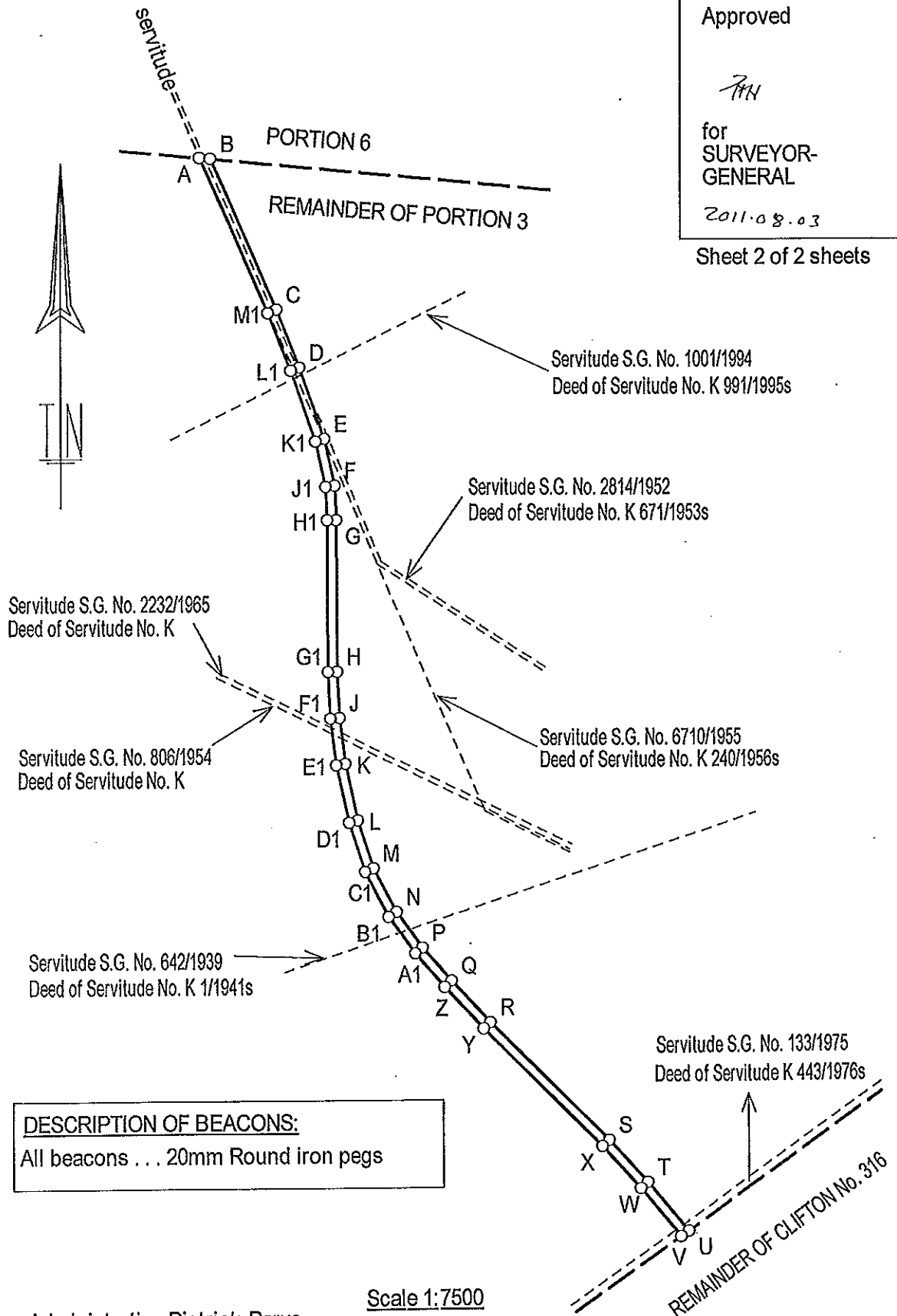
584/2011

Approved

for
SURVEYOR-
GENERAL

2011-08-03

Sheet 2 of 2 sheets



DESCRIPTION OF BEACONS:
All beacons . . . 20mm Round iron pegs

Scale 1:7500

Administrative District: Parys
Province of Free State
Surveyed in June 2011 by me

W.H. Coetzer
Professional Land Surveyor
Registration Number PLS 1009