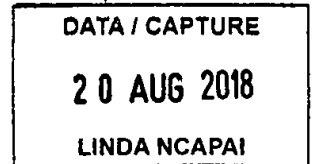
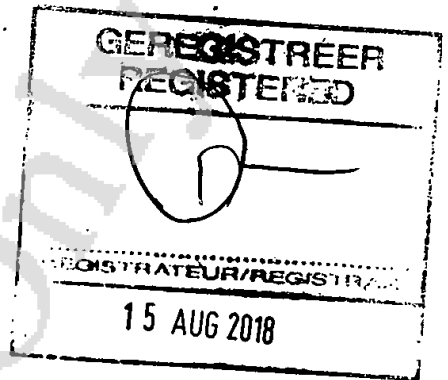
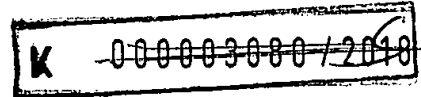


1-10-11

Fees endorsement		Office fee
Amount		
Purchase price/Value		305 00
Mortgage capital Amount		
Reason for exemption	Exempt i.t.o	
Orl.	section	Act



K- 000000707 / 2018



Protocol No. 346

**NOTARIAL DEED OF CANCELLATION OF AN EXISTING PRAEDIAL SERVITUDE AND CREATION OF A NEW PRAEDIAL SERVITUDE**

BE IT HEREBY MADE KNOWN



**1. APPEARANCE**

THAT on this 1<sup>st</sup> day of March 2018 before me, JOHANNES MARIUS DE JAGER, Notary Public, practising at 36 Thom Street, Paarl, in the Province of the WESTERN CAPE appeared MARIÉ ELIZABETH BOSMAN, she being duly authorised thereto by: -

1.1 A Power of Attorney dated the 14<sup>th</sup> day of November 2017 and signed at Windhoek, Namibia granted to her by

**ASHANTI WINE AND COUNTRY ESTATE (PROPRIETARY) LIMITED**  
 Registration Number: 2010/004868/07

*[Handwritten signatures]*  
 M.B.  
 5

herein represented by Helmut Erwin Geiger, duly authorized by a resolution of the said company (hereinafter called "Ashanti")

and

- 1.2 A Power of Attorney dated the 17<sup>th</sup> day of October 2017 and signed at Paarl granted to her by

**RUDD FARMS LIMITED (INCORPORATED IN ENGLAND AND WALES)  
EXTERNAL PROFIT COMPANY  
Registration Number: 2015/452583/10**

herein represented by Schalk Willem Pienaar , duly authorized by a resolution of the said company (hereinafter called "Rudd Farms")

and

- 1.3 A Power of Attorney dated the 1<sup>st</sup> day of November 2017 and signed at Pretoria granted to her by

**WHITE CLOVER PROPERTIES 11 CC  
Registration Number: 2008/022615/23**

herein represented by Francois Pierre Strydom, duly authorized by a resolution of the said Close Corporation (hereinafter called "White Clover")

which Powers of Attorney are filed with the minutes in my Protocol.

**2. RECITALS**

AND the Appearer declared that WHEREAS:

ext.

- 2.1 The land described as  
Remainder of Farm Number 1731  
In the Drakenstein Municipality  
Division of Paarl  
Western Cape Province  
In extent 42,7314 (Forty two comma seven three one four) hectares

*[Handwritten mark]*

*[Handwritten signatures]*  
MAB CS

[hereinafter called the "Dominant Lot 1"]

is registered in the name of Ashanti

by virtue of Deed of Transfer Number T36117/2010; and

- 2.2 The land described as
  - Portion 5 of the Farm Number 1731
  - In the Drakenstein Municipality
  - Division of Paarl
  - Western Cape Province
  - In extent 57,0784 (Fifty seven comma zero seven eight four) hectares

ent

[hereinafter called the "Dominant Lot 2"]

is registered in the name of Rudd Farms

by virtue of Deed of Transfer Number T9678/2016; and

- 2.3 The land described as
  - Portion 3 of the Farm Number 1731
  - In the Drakenstein Municipality
  - Division of Paarl
  - Western Cape Province
  - In extent 26,6638 (Twenty six comma six six three eight) hectares

subject

[hereinafter called the "Servient Lot"]

is registered in the name of White Clover



by virtue of Deed of Transfer Number T44060/2008. ✓

- 2.4 The Servient Lot is subject to a five meter wide road servitude as shown on Diagram SG Number 8282/2007 as follows –

S

"The curvilinear line uv represents the Centre Line of a Servitude Road 5 metres wide, up to Minor Road Number 5633,"

Q

as created in T44062/2008, and shown as condition E on pages 17 and 18 of T44060/2008,

in favour of

Dominant Lot 1 as created in Certificate of Consolidated Title Number T44057/2008 and shown as condition IV.A. on page 15 of T36117/2010, and

Dominant Lot 2 as created in T4402/2008 and shown as condition E on page 17 of T9678/2016.

- 2.5 And whereas the parties hereto have decided to cancel the abovementioned servitude and to replace it with a new servitude as set out below,

### 3. OPERATIVE CLAUSE

NOW THEREFORE the Appearer declared –

3.1 The existing road servitude as set out above, is hereby cancelled: Provided that the Parties will be entitled to the use thereof until the new servitude road has been constructed.

3.2 White Clover as registered owner of the Servient Lot, hereby grants to Ashanti, as owner of Dominant Lot 1 and to Rudd Farms, as owner of Dominant Lot 2, a praedial Servitude Road, 10 (ten) metres wide, as shown by the figure A B C D E F G H J K up to Minor Road Number 5633 over the Servient Lot as shown on Diagram SG Number 1436/2017, hereto annexed, on the following terms and conditions.

### 4. TERMS AND CONDITIONS

4.1 The owners of Dominant Lot 1, Dominant Lot 2 and the Servient Lot, shall be entitled to the joint use of the servitude road.

4.2 Rudd Farms, as owner of Dominant Lot 2, will be obliged at his cost to build the new servitude road on the new alignment to the reasonable standard of a gravel farm access road, within three months of signature hereof. This will include the access to Minor Road 5633 to the satisfaction of the Chief Director: Road Network Management, Western Cape Government.

*[Handwritten signatures and initials]*

4.3 Rudd Farms, as owner of Dominant Lot 2, will be obliged at its cost, to maintain the Servitude Road to the reasonable standard of a gravel farm access road. Rudd Farms will be entitled to improve the road to a higher standard, should it so decide.

4.4 That no compensation is payable in respect of the said cancellation, but that the declared value thereof for transfer duty purposes is R100.00 (One Hundred Rand).

4.5 That no compensation is payable in respect of the new servitude, but that the declared value thereof for transfer duty purposes is R100.00 (One Hundred Rand).

**5. REGISTERED**

The notarial agreement shall be registered against the title deeds of the Servient Tenement and in favour of the title deeds of the owners of Dominant Lot 1 and Dominant Lot 2. The reasonable costs of this agreement and the registration thereof as aforesaid, including the cost of the servitude diagram and the consent of the holder of any bond over the Servient Lot shall be paid by the owners of Dominant Lot 2.

**6. ACCEPTANCE**

AND the Appearer, on behalf of the owners of Dominant 1 and Dominant Lot 2 hereby accepts, in so far as necessary, the benefits and obligations of this servitude subject to the terms and conditions aforementioned.

**7. ATTESTATION**

THUS done and executed by the Appearer before me, the Notary on the date aforementioned at Paarl in the presence of the undersigned witnesses.

AS WITNESSES:

1. *[Signature]*

2. *[Signature]*

*[Signature]*

APPEARER

*[Signature]*

*[Handwritten marks]*