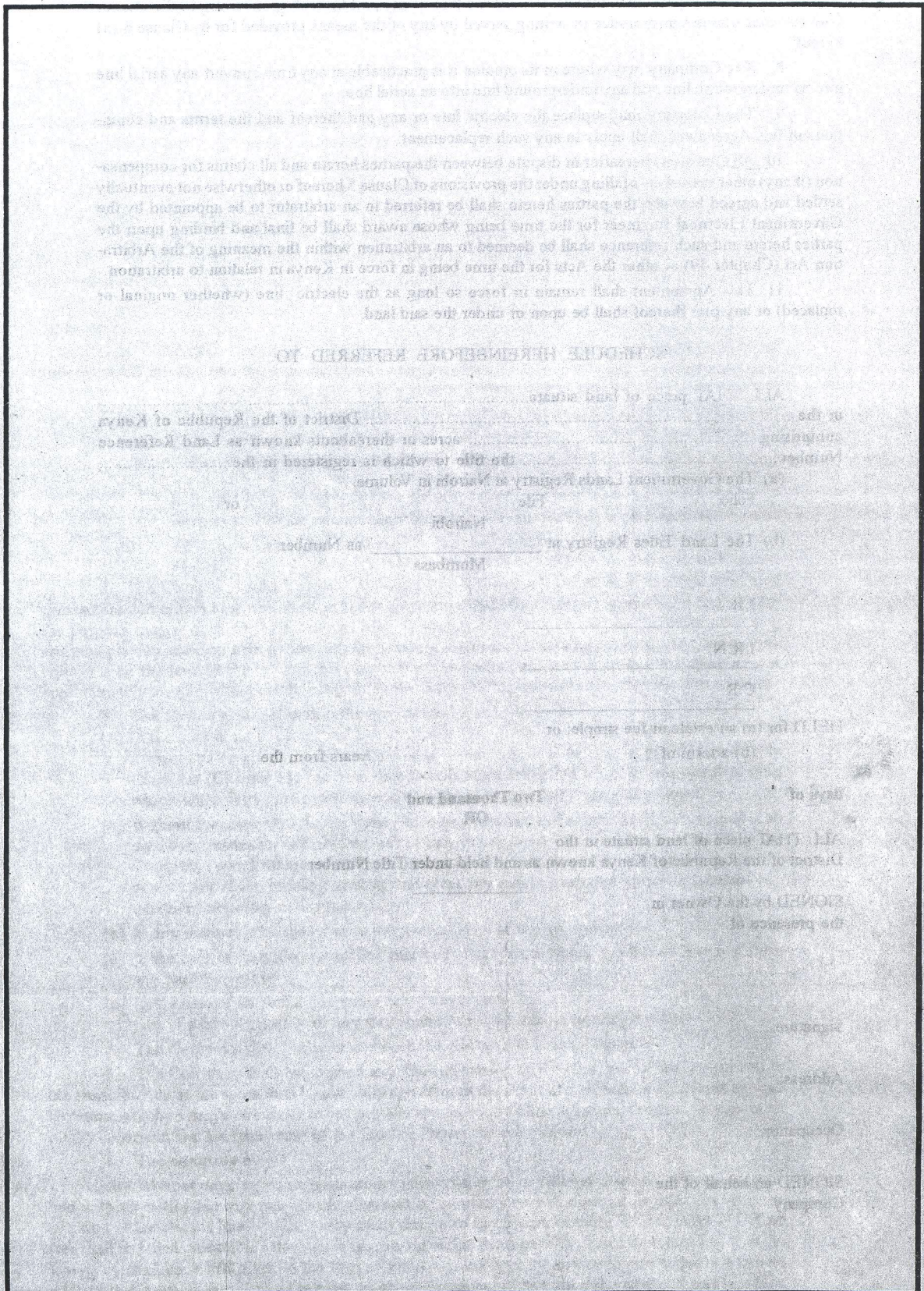


Wayleave

An Agreement between

THE KENYA POWER AND LIGHTING CO., LTD. NAIROBI

**PLAN SHOWING ALIGNMENT AND
DESIGNATION OF ELECTRIC POWER LINE
REFERRED TO IN THE AGREEMENT**



REFERENCE

Map Reference.....
 Scale.....
 Drawing No.....
 File No.....
 A F 325 No.....

Power Line.....H/T L/V UG

An Agreement made the day of
 Two Thousand and
 Between

of
 (hereinafter called "the Owner" which expression shall include his/her/their/its successors in title and assigns where the context so admits) of the one part and THE KENYA POWER AND LIGHTING COMPANY LIMITED a Limited Liability Company having its registered office at Nairobi in the Republic of Kenya (hereinafter called "the Company" which expression shall include its successors and assigns where the context so admits) of the other part WHEREBY IT IS AGREED as follows:-

In consideration of the sum of One Kenya Shillings (K. Shs. 1/-) to the Owner paid by the Company on or before the execution of this Agreement) the receipt of which sum the Owner doth hereby acknowledge) the owner HEREBY GRANTS unto the Company ALL THAT the right or easement to erect lay, place, alter, use, maintain, repair, renew, remove, and inspect an electric line (as defined by the Electric Power Act (Chapter 314) as from time to time amended) either overhead or underground across certain lands belonging to the Owner and more particularly described in the Schedule hereto upon the conditions hereunder written which conditions shall form part of this Agreement.

IN WITNESS whereof the Owner and the Company have caused this Agreement to be duly executed the day and the year first hereinbefore written.

THE CONDITIONS ABOVE REFERRED TO

1. (a) The electric line (as defined by the Electric Supply Lines Act (Chapter 315) as from time to time amended) shall be erected or laid as the case may be as nearly as circumstances will permit along a route forming the centre line of a trace feet wide (hereinafter referred to as "the Trace") and is indicated approximately and for the purpose of identification only and not for the purposes of exact demarcation by a red line on the sketch plan annexed hereto:
- (b) The position of the Trace shall be determined by reference to the electric line as constructed and not as marked on the sketch plan.
2. The Company and all persons authorised by it together with all such servants workmen contractors and others and with such vehicles appliances and other things whatsoever necessary for the purpose may at such time or times as shall be reasonably necessary for the purposes of laying, erecting, placing, altering, using, maintaining, repairing, renewing, removing and inspecting the electric line enter on the land of the Owner and may also in the case of an aerial line clear and keep a track approximately parallel with and adjoining the route of the electric line not exceeding Ten feet in width.
3. The Owner shall not within the area of the Trace
 - (a) In the case of an underground line plant any tree, shrub or crop whether plantation, fruit, ornamental or otherwise and in the case of an aerial line (as defined by the Electric Supply Lines Act (Chapter 315) as from time to time amended) plant any such tree, shrub or crop which when fully grown will exceed a height of twelve feet from ground level, or
 - (b) Without the consent of the Company in writing first had and obtained (which consent shall not be unreasonably withheld where the building or structure does not in the opinion of the Company (which opinion shall be final) constitute a hazard to the electric line or the owner or occupier of the building or structure) erect any building or other structure whatsoever whether temporary or permanent; or
 - (c) In any manner whatsoever raise the general level of the ground: or
 - (d) In the case of an underground line make any excavation within a radius of Five feet from any part thereof; or
 - (e) In the case of an Aerial line make any excavation within a radius of twenty feet from any part of a line support or of any stay connected therewith or relating thereto.
4. The Company shall maintain and keep the electric line in good repair.
5. The Company shall make good any damage caused by it to the land of the Owner and to the crops thereon as the same shall be mutually agreed or in the event of a difference of opinion as shall be determined by a single Arbitrator to be mutually appointed or failing agreement as shall be appointed by the Chairman for the time being of the Electric Power Advisory Board.
6. The company may
 - (a) Without payment of compensation to the Owner fell or without payment of compensation and without notice lop any tree which obstructs or interferes or will obstruct or interfere with the working of the electric line or which may cause danger to any person or thing PROVIDED THAT no tree shall be felled unless it is a tree which is growing within the area of the Trace or unless and until the Company shall have first given to the Owner either personally or by registered post to his last known address in Kenya or by affixing the same to some prominent object upon the said land not less than Three days notice in writing of its intention in that behalf:
 - (b) At the sole cost and expense of the Owner or other the actual occupier at the material time of the land of the Owner:
 - (i) remove any material which has raised the general level of the ground within the area or the Trace; or
 - (ii) where any excavation shall have taken place within a radius of Five feet in the case of an underground line from any part thereof and Twenty feet in the case of an aerial line from any part of a line support or of any stay connected therewith or relating thereto reinforce the ground in the vicinity of such line or line support or stay in such manner as to

the Company may seem necessary in the circumstances of the case; and such cost and expense shall in either event if not paid by the Owner or such occupier as aforesaid on demand be forthwith recoverable by the Company by action.

7. The Company may remove the electric line or any part thereof upon giving to the Owner One calendar month's prior notice in writing served by any of the means provided for by Clause 6 (a) hereof.

8. The Company may where in its opinion it is practicable at any time convert any aerial line into an underground line and any underground line into an aerial line.

9. The Company may replace the electric line or any part thereof and the terms and conditions of this Agreement shall apply to any such replacement.

10. All Questions hereafter in dispute between the parties hereto and all claims for compensation (if any) other than claims falling under the provisions of Clause 5 hereof or otherwise not eventually settled and agreed between the parties hereto shall be referred to an arbitrator to be appointed by the Government Electrical Engineer for the time being whose award shall be final and binding upon the parties hereto and such reference shall be deemed to an arbitration within the meaning of the Arbitration Act (Chapter 49) or other the Acts for the time being in force in Kenya in relation to arbitration.

11. This Agreement shall remain in force so long as the electric line (whether original or replaced) or any part thereof shall be upon or under the said land.

SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT piece of land situate.....
in the District of the Republic of Kenya
comprising acres or thereabouts known as Land Reference
Number..... the title to which is registered in the.....

(a) The Government Lands Registry at Nairobi in Volume.....

Folio File : or

Nairobi

(b) The Land Titles Registry at as Number

Mombasa

I.R.

I.R.N.

C.R.

HELD for (a) an estate in fee simple: or

(b) a term of years from the

days of Two Thousand and
OR

ALL THAT piece of land situate in the
District of the Republic of Kenya known as and held under Title Number

SIGNED by the Owner in
the presence of:-

Signature:)

Address:)

Occupation:)

SIGNED on behalf of the
Company)

) Designation

AS THE HOLDER of a legal / equitable, mortgage / charge over the lands above
described the undersigned
hereby consents to the grant of the foregoing right or easement.

Dated this day of One
Thousand Nine Hundred and

I/ We of
in Kenya being the proprietor of the land comprised in the Title No.
(Registered under the Registered Land Act). In consideration of the first and final payment to
me of the sum of one Shilling (receipt acknowledged) hereby consent to THE KENYA
POWER AND LIGHTING COMPANY LIMITED laying or erecting an Electric supply line
on my said piece of land and from time to time entering upon and having access to my said
piece of land for the purposes of constructing, laying, maintaining, using, removing and
replacing the electric supply line substantially on the alignment shown by a red line on the Site
Plan.

I undertake not to interfere or permit any interference with the electric supply line nor to
construct building, plant trees or dump waste material beneath the electric supply line.

I undertake that this consent shall be irrevocable.

Dated this.....day of.....

Witness

PROPRIETOR

SITE PLAN

MAP REF.....

DRAWING No.

SCALE.....

FILE No.

AF 322

POWERLINE

HT.....

819382 LV.....

U/G.....