

ENCROACHMENT PERMIT

granted by the

OVERSTRAND MUNICIPALITY

(herein represented by _____ and
hereinafter referred to as the "Overstrand Municipality")

Of

Civic Centre
Magnolia Street
Hermanus
7200

TO

.....
.....
.....

Of

.....
.....
.....

(hereinafter referred to as "the Encroacher")

Description of Encroachment:
(hereinafter referred to as "the encroachment")

Permission is hereby granted by the Overstrand Municipality to the Encroacher being the registered owner of Erf to retain the encroachment on the property of the Overstrand Municipality as described above and shown lettered on Plan **No.....**, a copy of which is annexed, measuring in extent approximately square meters, subject to the following conditions:

1. DURATION OF THIS PERMIT

This Permit shall endure for a period of _____ years reckoned from _____, subject to the Overstrand Municipality's right of earlier termination as set out in the clauses below.

2. ENCROACHMENT FEE

2.1 The encroachment fee or part thereof, as annually determined by the council of the Overstrand Municipality shall be payable upon signature of this Permit by the Encroacher and thereafter on an annual basis.

2.2 Where applicable VAT shall be charged at the rate applicable from time to time.

3. RATES AND TAXES

The Encroacher shall be responsible for the payment of rates and taxes in respect of the encroachment area and if required, shall refund to the Overstrand Municipality any costs in obtaining a valuation for rating purposes.

4. USE OF THE ENCROACHMENT

4.1 The Encroachment shall be used for the purpose for which the permit is issued and it shall not be altered or extended, nor shall any further building or structure be erected thereon.

4.2 The Encroacher shall ensure that the encroachment is kept in a neat and tidy condition to the satisfaction of the Overstrand Municipality. The Encroacher shall, when notified by the Overstrand Municipality, within a period of thirty days of such notice at his/her/its own expense, trim or remove any vegetation which in the opinion of the Overstrand Municipality is or threatens to become unsightly or dangerous, failing which the Overstrand Municipality may cause such vegetation to be trimmed or removed at the Encroacher's expense.

4.3 The Encroacher agrees that in the event of the whole or portion of his/her/its property abutting the encroachment being disposed of whilst the encroachment is still in existence, it shall be a condition of such disposal that the person acquiring the said property or portion thereof shall before transfer is passed, enter into an agreement with the Overstrand Municipality acknowledging and accepting in all respects the terms of this Permit as applying to him/her/it and that transfer will not be given or taken until such agreement by the person acquiring the property has been entered into or

alternatively, the encroachment has been removed and the area encroached upon re-instated to the satisfaction of the Overstrand Municipality.

- 4.4 No trees growing on the Property shall be pruned or removed without the approval of the Overstrand Municipality. Specific conditions may be imposed regarding the vegetation on the encroached area.

5. MUNICIPALITY'S RIGHT OF ACCESS

The Overstrand Municipality shall have the right of free access to the encroachment at all times for inspection of the encroachment and for inspection, maintenance and repair of any services which may traverse the encroachment or to install such services. The Overstrand Municipality shall not be liable for any damage to the encroachment which may arise from such inspection, maintenance, repair or installation.

6. TERMINATION

- 6.1 This Permit may be terminated at the sole discretion of the Overstrand Municipality at any time upon one month's written notice in writing and without payment of any compensation by the Overstrand Municipality. Upon termination of this Permit the Encroacher shall be obligated to remove the encroachment at his/her/its own cost and to re-instate the land encroached upon to the satisfaction of the Overstrand Municipality and shall not be entitled to claim compensation in respect thereof.

- 6.2 Notwithstanding the provisions of Clause 6.1 above, the Encroacher shall remain liable in terms of this permit until a succeeding encroacher has succeeded him/her/it in his obligation under the permit, or the encroachment has been removed. The Encroacher acknowledges that this Permit expires after ten (10) years from date of issue. The Overstrand Municipality will investigate renewal of the permit 6 months prior to the expiry date and issue a new permit or terminate such permit at its own discretion. Upon expiry of the Permit the provisions of Clause 6.1 relating to removal of the encroachment shall apply

7. INDEMNITY

The Encroacher hereby indemnifies and undertakes to keep the Overstrand Municipality indemnified against all liability howsoever caused or whether arising as a direct or indirect result of the existence of the encroachment or use of the area encroached upon and against all actions,

suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Overstrand Municipality or incurred or become payable by the Overstrand Municipality at the suit of any person.

8. SUBLETTING AND ASSIGNMENT

The Encroacher shall not assign his/her/its rights under this Permit, nor sublet any portion of the encroachment without the prior written consent of the Overstrand Municipality.

9. OWNERSHIP

9.1 Notwithstanding the consent granted by the Overstrand Municipality, it shall not be deemed to have relinquished its rights to the ownership of the property or to have waived any of its rights pertaining to the property whether in terms of the current law, regulation or any other legislation to be enacted in future.

10. DOMICILIUM

The Overstrand Municipality and the Encroacher hereby appoint irrevocably for all purposes of and connected with this Permit, the addresses stated in the heading of this Permit, to be their respective domicilium citandi et executandi.

11. BREACH

In the event of the Encroacher breaching any of the conditions of this Permit and failing to remedy such breach within a period of thirty days of dispatch of a notice by the Overstrand Municipality, requiring such breach to be remedied, the Overstrand Municipality may terminate this permit and may at the cost of the Encroacher cause the encroachment to be demolished, removed or filled in and the land to be re-instated to the satisfaction of the Overstrand Municipality with no compensation payable to the Encroacher.

Signed at on the day of 2004.

AS WITNESSES:

1.

2.

For **OVERSTRAND MUNICIPALITY**

I/We, the Encroacher, hereby certify that I/we have read and understand the above conditions and regard them as binding upon me/us.

Signed at on the day of 2004.

AS WITNESSES:

1

2. **ENCROACHER**