



RAND WATER

HEAD OFFICE

522 Impala Road Glenvista 2058

PO Box 1127 Johannesburg 2000 South Africa

Tel (011) 682 0911 Fax (011) 682 0444/0555

INFRASTRUCTURE AGREEMENT

Note: Infrastructure refers to all structures (above and below the surface)

Be it hereby made known that:

Rand Water, a legal entity established in terms of Section 84(2)(b) of the Water Services Act, 108 of 1997, as amended from time to time, herein represented by **ALLARICE CHANTEALLE BOSCH**, in her capacity as Legal Services Manager of Rand Water, she being duly authorized thereto with the following address: 522 Impala Road, Glenvista, 2058.

(hereinafter referred to as Rand Water)

and Mr. *VAN HEERDEN (SHAREHOLDER SCHIEDEN PROP (PM) LTD.*

(hereinafter referred to as the owner)

Who is the registered owner of the property known as: -

Portion 223 of the Farm Houtkop 594IQ

(hereinafter referred to as the property, held under Title Deed Number:): T2700/2009

with the following address:-



hereby contract as follows:

WHEREAS Rand Water intends to develop, construct, install and operate all infrastructure e.g. pipelines together with the necessary valves, cocks, meters, boxes, cables and all other accessories in connection with the water supply services within the servitude area to be registered over the land owner's property for the protection of the said infrastructure;

AND WHEREAS Rand Water has appointed a property valuer who valued the Proposed Servitude area of 16 650m² at a market value of R1 332 000.00 (**one million three hundred thirty two thousand rand only**) excluding value added tax calculating at R80.00/m² (**eighty rand per square meter**);

AND WHEREAS the Owner is desirous to permit the development, construction, installation and operation of the said infrastructure and the creation and the registration of the servitude over the property, to enable Rand Water to access the said infrastructure.

THEREFORE Rand Water and the Owner wish and desire to reduce in writing the terms and conditions of their agreement as set out below:

NOW THEREFORE RAND WATER AND THE OWNER AGREE AS FOLLOWS:

1. The owner hereby grants to Rand Water and its legal heirs or successors in title, a praedial servitude (approximately 1100m long x 15 m wide) in perpetuity approximately measuring (16650 m²) square meters in extent for the purposes of developing, constructing, installing and operating the infrastructure along a route which is depicted on attached drawing (Annexure A).
2. Rand Water agrees to:
 - 2.1 Pay the Owner a partial compensation of R399 600.00 (**three hundred and ninety nine thousand six hundred rand only**) excluding value added tax which is thirty percent (30%) of the compensation amount. This amount shall be paid three (3) months prior to Rand Water starting with construction and
 - 2.2 Pay the outstanding balance of R932 400.00 (**nine hundred and thirty two thousand four hundred**) excluding value added tax upon registration of the servitude.
3. The perpetual servitude includes the rights to:
 - 3.1 Substantially frame the diagram accordingly to the route as depicted on Annexure "A", both parties confirming that the final servitude area of the Diagram may be more or less than as depicted on the Drawing.
 - 3.2 Access of servitude area and working strip

- 3.3 Develop, construct, operate and install any related infrastructure below or above the surface of the perpetual servitude area and any additions appurtenance and fittings thereof for Rand Water purposes.
 - 3.4 Patrol, inspect, maintain, repair, replace, renew, remove and operate the infrastructure and any appurtenances, additions or fittings which may be necessary for the operation and management of the pipeline.
 - 3.5 Perform all acts necessary for or incidental to the effective carrying out of the construction work.
 - 3.6 Maintain, upgrade, relay, reconstruct or remanufacture the pipeline and the works
4. After construction has been completed, the perpetual servitude area may be used by the owner subject to the relevant rights and consent by Rand Water and subject to the following:
 - 4.1 No drilling, pile driving, blasting or other activities that could damage or jeopardise the safety and integrity of the infrastructure will be allowed;
 - 4.2 No trees or plants are to be planted in such a position that the roots of such trees or plants encroach upon the perpetual servitude area;
 - 4.3 The perpetual servitude area may be cultivated for gardening, pastoral or crop farming purposes, excluding any trees or other deep rooted plants.
5. No dam wall or any other structure which may obstruct the natural flow of water may be erected in such a way that the perpetual servitude area is inundated or eroded.
6. Construction of the pipeline or related infrastructure and all other accessories in connection therewith, will commence immediately after signing of the Infrastructure Agreement and once all legal requirements have been satisfied. Rand Water shall ensure that construction date will be communicated to the owner before work is to start on the property.
7. It will not be necessary to build roads or other structures on the property except for installing the infrastructure.
8. Inspection of the infrastructure will be done by officials of Rand Water in a low key manner, which will not cause disturbance to the owner. Maintenance will also be done as and when it is necessary.

9. The Owner's consent (relating to Rand Water's access on the land) is subject to the following:
- 9.1 No fires are to be caused negligently and/or deliberately by any of the persons on the property.
 - 9.2 No weapons may be brought onto the property by any person. Any person who does bring a weapon onto the property will be declined further access.
 - 9.3 No damage may be done to the property if, and when using explosives.
 - 9.4 The property will be reinstated as close as possible to its original form prior to the commencement of construction.
 - 9.5 The combating of ground erosion will be undertaken by a contractor appointed by Rand Water.
10. Rand Water's appointed contractor will make contact with the property owner along the pipeline route prior to the commencement of the construction work in order to regularise the contractor's access to the particular site.
11. Rand Water or its delegated representatives or contractors are authorized, from the date of receipt by Rand Water of this agreement signed by the owner, to enter the aforesaid property with the necessary equipment required to carry out the necessary excavations for the construction of the related infrastructure along the route as depicted on the attached drawing, as agreed between the parties in the commencement certificate. Notwithstanding the aforesaid, Rand Water is not liable for in-direct damage.
12. This agreement shall be binding on both the parties to this agreement and the successors in title or legal heirs and/or their heirs, executors and/or successors.
13. This Agreement is binding on the owner and his successors in title as well as tenants. This means that should the property be sold subsequent to the signature of this agreement, but prior to the registration of the servitude referred to herein, the Agreement is binding on the owner as well as such third party. The owner will ensure that should he elect to sell the property or lease it out or give rights to third parties in respect of the property that affects Rand Water's rights that such third party is aware of the content of this Agreement and agrees to be bound by it.

14. Rand Water may remove certain trees on and in close proximity of the pipeline path and undertake in this respect to replace these with young indigenous trees in consultation with the owner.
15. The Owner realizes that there are construction penalties applicable should the work not be concluded within a particular period of time. As such the Owner undertakes not to take any action that will frustrate Rand Water in its purpose to construct the works within the agreed time periods with the contractors or subcontractors.
16. The Owner acknowledges that it will at sometimes not be necessary for Rand Water to remain on the property for the entire period but they may come and go from the property if and when required.
17. Rand Water will provide its best endeavours to cause as little damage to roads as possible. Rand Water will also where possible not frustrate the Owner's access to roads and will attempt to minimize inconvenience. Where possible Rand Water will provide the Owner with notice of any intended activities that may frustrate the Owner's access to property.
18. The terms and conditions of this agreement are in addition to Rand Water's rights, which are regulated by the provisions of the Water Services Act, 108 of 1997 and not in substitution thereof.
19. The owner agrees to make the title deeds of the property, available to Rand Water's attorneys upon demand for the registration of the necessary servitudes, all at Rand Water's costs and expense.

19.1 Rand Water chooses its *domicilium citandi et executandi* as follows: -

Rietvlei
522 Impala Road
Glenvista
2091

19.2 The Owner chooses its *domicilium citandi et executandi* as follows:



Contact person : Alana Hecover

Contact Information Cell: [Redacted] Office ()

e-mail: [Redacted]

A handwritten signature in black ink, possibly reading 'CP' followed by a flourish.

A handwritten signature in black ink, possibly reading 'S. H. H.' followed by a flourish.

20. This document presented on 2015 by David Ramsay

Rand Water

Lands and Rights section

Cell 082 389 2206

Office (011) 682 – 0431

e-mail : dramsay@randwater.co.za

Thus done and signed at Clenvisia on this 2 day of November 2015


.....
LEGAL SERVICES MANAGER
(011) 682 - 0911

AS WITNESSES:

1.....

2.....

Thus done and signed at LYTTICION on this 23 Nov day of November 2015.


.....
The OWNER

AS WITNESSES:

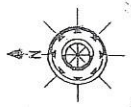
1.

2.

Attached is annexure A {A copy of drawing }



File :



PROPOSED SUBDIVISION OF

Portion 221 of the farm Houtkop 594-IQ

Reference	Area (ha) ¹
Portion 222	151,0900
Portion 223	128,1732
Portion 224	35,5415
Remainder	24,6281
Total	339,4328

Notes:

1.) All measurements are approximate.

LOCAL COUNCIL: EMFULENI LOCAL MUNICIPALITY

PLAN NUMBER: SMR1522ev/p5

Sonia Messner-Rodoff

Town & Environmental Planning

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Highveld
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SCALE: 1 : 7 500 (A2)

DATE: MAY 2010

