

ABSTRACTS

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THE SERVITUDE AGREEMENT CONTROL AS A RISK FACTOR FOR THE COMPANY ACTIVITY

The land servitude agreement provisions have been studied. The main articles of the landed servitude agreement as a risk factor for the Servitude Holder have been defined.

The proposed actions can help eliminate the expenses connected with making and implementing the land servitude agreements. The essence of the given recommendations is in finding the ways of control of the servitude agreement provisions. The timely determination and making amendments or cancellation of the agreement provisions leading to financial losses for the Servitude Grantor include the following actions:

- determination of the land use limitations in the restricted area to avoid damages to the Servitude Grantor;
- cancellation of the free servitude by making the land use payment by all legal entities utilizing the same plot of land on the servitude basis;
- taking the responsibility for the Servitude Holder to compensate losses to the Servitude Grantor within using the plot of land under the servitude agreement even if the damages have been caused by technical or technological requirements of the Servitude Holder;
- inability to deny obligations of the Servitude Grantor to bear responsibility for the storage of the equipment of the Servitude Holder on the territory of the restricted area of the land plot;
- making the state registration of the land servitude agreement at the expenses of the Servitude Holder.

The given recommendations require legal approval to protect the Servitude Grantor from the unjustified expenditures, legal actions and obstacles to the regular company operations.