

MEMORANDUM OF AGREEMENT

(Version 2 March 2019)

entered into between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

(A company duly incorporated in terms of South African company laws with Registration
No: 1998/009584/30)

(hereinafter referred to as “**SANRAL**”)

and

_____ **MUNICIPALITY**

(hereinafter referred to as “the **Municipality**”)

PREAMBLE

- WHEREAS** in terms of the SANRAL Act, **SANRAL** has the exclusive power and function to perform all strategic planning with regard to the South African national roads system and to do anything else which is reasonably ancillary to the execution of this function so far as is consistent with the provisions of SPLUMA;
- AND WHEREAS** the **Municipality** in turn and in terms of SPLUMA has the exclusive power and function to determine and authorise land development applications within its municipal area;
- AND WHEREAS** the **Municipality** is the decision-making authority in terms of SPLUMA and **SANRAL** is the decision-making authority under the SANRAL Act, both parties being **organs of state** which execute parallel authorisations in respect of the same activities, but under different enabling enactments (i.e. SPLUMA and the SANRAL Act);
- AND WHEREAS** it is one of the objects of SPLUMA to provide for cooperative government and intergovernmental relations amongst the different spheres of government and the development principle of good administration dictates that the **Municipality** must ensure an integrated approach to land development that is inter alia guided by the national interests of the Republic of South Africa and the National Spatial Development Framework;
- AND WHEREAS** in terms of SPLUMA, **SANRAL** and the **Municipality** must participate in the spatial planning and land use management processes that impact on each other to ensure that plans and programmes are coordinated, consistent and in harmony with each other;
- AND WHEREAS** **SANRAL**, in the execution of its powers and functions in terms of the SANRAL Act, the implementation of the National Development

Framework and in the national interest of the Republic of South Africa, intends to construct, widen, upgrade and/or realign the National Road *** Section ***;

AND WHEREAS the construction, widening, upgrading and/or realignment of the National Road constitutes a “land development” as defined in terms of SPLUMA for which an application for approval should be made to the **Municipality** and which application the **Municipality** may determine;

AND WHEREAS National Road *** Section *** regarding which the construction, widening, upgrading and/or realignment by SANRAL are envisaged falls within the municipal area of the **Municipality**;

AND WHEREAS SPLUMA provides that the **Municipality** must consult **SANRAL** relating to any facet of an activity that also requires approval in terms of SPLUMA in order to coordinate activities and give effect to the respective requirements of such legislation, and to avoid duplication.

AND WHEREAS SPLUMA also provides that the **Municipality** may conclude a written agreement with SANRAL to avoid duplication in the submission of information or the carrying out of a process relating to any facet of an activity that also requires authorisation under SPLUMA;

AND WHEREAS the **Parties** wish to coordinate their planning activities and authorisations to avoid duplication and to agree a process relating to the development of the National Road;

AND WHEREAS the **Parties** wish to set out and record that in respect of the construction, widening, upgrading and/or realignment of the National Road, the strategic planning in terms of the SANRAL Act, meet the requirements set out in SPLUMA and as such the

construction, widening, upgrading and/or realignment of National Road is authorised in terms of SPLUMA;

AND WHEREAS **SANRAL** and the **Municipality** wish to record their agreement in writing as contemplated in section 29(2) of SPLUMA.

AND WHEREAS the **Municipality's** relevant Municipal Planning Tribunal or Authorised Official may take account of **SANRAL's** strategic planning processes and procedures and the terms agreed hereunder as adequate for meeting the requirements of SPLUMA in terms of section 29(3) of SPLUMA;

AND WHEREAS the strategic planning processes and procedures executed by **SANRAL** and the terms agreed hereunder must comply with provincial planning legislation applicable in the province wherein the Municipality is situated.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

The headings are inserted for ease of reference only and shall not be used for interpretation of this Agreement.

Wherever words importing the singular are used they shall include the plural and wherever the male gender is used, it shall include the female and neuter genders.

Any reference to a person includes any individual, body corporate, unincorporated association, firm, company, corporation, government, state or agency of a state or any trust, association or partnership (whether or not having separate legal personality) or two or more of the foregoing or other entity recognised under any law as having a separate legal existence or personality.

If any provision in a definition is a substantive provision conferring rights or imposing obligations on any **Party**, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.

If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.

Any reference to days (other than a reference to Business Days), months or years shall be reference to calendar days, months or years, as the case may be.

In this Agreement, unless the context clearly indicates to the contrary, the following words, phrases and expressions shall have the respective meanings assigned to each of them as follows:

where **SANRAL** or the **Municipality** is referred to in this Agreement, that reference shall include any and all of **SANRAL's** or the **Municipality's** (as the case may be) duly appointed agents and/or concessionaires;

references to **"this Agreement"** shall be construed as a reference to this Agreement as amended, varied, restated, novated or substituted by the **Parties** in accordance with this Agreement from time to time.

In this Agreement, unless the context clearly indicates to the contrary, the following words, phrases and expressions shall have the respective meanings assigned to each of them as follows:

"Access Road" shall mean a public road providing access to the National Road, as depicted on the plans/figures/diagrams annexed hereto as **Annexure "A"**. Access Road may also be referred to as **Service**

Road and shall have the same meaning and interpretation in this Agreement;

“Access Road Agreement” shall mean an agreement entered into between the **Parties** managing the construction and handover of Access Roads from **SANRAL** to the **Municipality**;

“Affected Property” shall mean any property or portion thereof affected by the Road Development, which may include the National Road, the Road Reserve, Access Road or Severed Land;

“Agreement” or **“this Agreement”** means this agreement and any annexure hereto;

“Authorised Official” or **“AO”** shall mean an authorised official referred to in section 35(2) of SPLUMA.

“By-Law” shall mean the Spatial Planning & Land Use Management By-Law of the Municipality.

“Business Nodes” shall mean the area designated by **SANRAL** for execution of businesses and commercial use(s) as indicated on the Road Development Plan, but not necessarily zoned, planned or designed as such;

“Certificate of Compliance & Authorisation” shall mean a certificate issued by the **Municipality** following an approval of a land development application submitted by **SANRAL** as extended by the AO or MPT and which certificate shall certify that the land development applied for by SANRAL has been approved in terms of SPLUMA, the Provincial Legislation and the By-Laws. The certificate shall list the Affected Properties and confirm the fulfilment of any conditions and requirements contained in an approval by the AO or MPT.

“the Companies Act” shall mean the Companies Act, Act 71 of 2008.

“consolidation ... of land” or **“consolidates”** shall mean the consolidation of two or more pieces of land as contemplated in terms of the provisions of section 40 of the Deeds Registries Act;

“the Constitution” shall mean the Constitution of the Republic of South Africa, Act 108 of 1996

“Corridor Plan” shall mean the plan indicating the extent and position of the current and future road infrastructure network in the municipal area of the **Municipality** and which is Annexed hereto as **Annexure “D”**;

“the Deed Registries Act” shall mean the Deeds Registries Act, Act 47 of 1937;

“land development application” shall mean an application by **SANRAL** in line with the procedures and processes contained and agreed to in this Agreement for the approval of any land development facet(s) of a Road Development;

“land use(s)” shall mean the purpose for which land is or may be used lawfully in terms of the land use scheme or in terms of any other authorisation, permit or consent issued by a competent authority, and includes any conditions related to such land use purposes.

“land use scheme” shall mean the existing or future land use scheme of the **Municipality**, as envisaged in terms of the provisions of sections 24 to 28 of SPLUMA;

“LUPA” shall mean the Western Cape Land Use Planning Act, Act 3 of 2014 and also referred to herein as **“Provincial Legislation”**;

“municipal area” shall mean the area as envisaged in terms of the provisions of section 12(3)(c) of the Structures Act and for which the **Municipality** was established in terms of section 12 of the Structures Act and over which the **Municipality** has jurisdiction;

“Municipal Planning” shall mean the control and regulation of land use at a municipal level, which include the adjudication of a land development application submitted to the **Municipality** in terms of SPLUMA, Provincial Legislation and the By-Law;

“Municipal Planning Tribunal” or “MPT” shall mean a Municipal Planning Tribunal referred to in Chapter 6 of SPLUMA.

“municipal roads” shall mean roads which belong in ownership to the **Municipality**, or which are under the control of the **Municipality**;

“the Municipality” shall mean the ***** Municipality**, a local government, legal entity and municipality with full legal capacity as contemplated in section 2 of the Systems Act, read with the provisions of Chapter 7 of the Constitution, and sections 12 and 14 of the Structures Act, with its main place of business and the offices of the municipal manager, as envisaged in terms of the provisions of section 115(3) of the Systems Act, situated at *******, represented herein by *******, in his / her capacity as the duly appointed municipal manager of the **Municipality**, he / she being duly authorised thereto by a resolution dated *******, a copy of which is annexed hereto as **Annexure “B”**;

“National Road” shall mean the National Road ******* Section ******* and also where the context of this Agreement so requires a “National Road” in terms of and as defined in terms of the provisions of section 1(xiii) of the SANRAL Act;

“Parties” shall mean **SANRAL** and the **Municipality** collectively and **“Party”** shall mean either **SANRAL** or the **Municipality** as the context indicate;

“remainders” shall mean pieces of land which remain subsequent to the execution of the Road Development;

“Road Development” shall mean the planning, design, construction, widening,

upgrading and/or realignment of the National Road, including the declaration of a road to be a National Road in terms of the provisions of section 40 of the SANRAL Act and any and all processes and procedures required to do so, which may include the subdivision and consolidation of land in order to provide for the planning, design, construction, widening, upgrading and/or realignment of the National Road and the endorsement of the title deed of the land as well as provision for Access Roads, Business Nodes and any other development activity ancillary to the National Road;

“Road Development Plan” shall mean the plan attached hereto as **Annexure “C”** depicting the details of the Road Development and the applicable diagrams;

“Road Reserve” shall mean the road reserve for National Road *** Section *** as depicted or set out on the Road Development Plan;

“SANRAL” shall mean The South African National Roads Agency SOC Limited (Registration Number 1998/09584/30), a company incorporated according to the Companies Act and the SANRAL Act, represented herein by ***, in his/her capacity as **SANRAL *****, duly authorised by **SANRAL** to conclude this Agreement with the **Municipality**;

“SANRAL Act” shall mean the South African National Roads Agency Limited and National Roads Act, Act 7 of 1998;

“service” shall mean any and all infrastructure services, which may include certain municipal services, irrespective of the owner or the person in control of the service;

“Severed Land” shall mean excess or fragmented land portions created as a result of the Road Development;

“Signature Date” shall mean the date of signature on which the last **Party** to

sign this Agreement, signs this Agreement;

“Spatial Development Framework” shall mean the spatial development framework of the Municipality as contemplated in terms of the provisions of Chapter 4 of SPLUMA, and more specifically Part E of Chapter 4 of SPLUMA.

“SPLUMA” shall mean the Spatial Planning and Land Use Management Act, Act 16 of 2013;

“the Structures Act” shall mean the Local Government: Municipal Structures Act, Act 117 of 1998;

“subdivision ... of land” or **“sub-divide”** shall mean the division of one piece of land into two or more smaller pieces of land each capable of registration in terms of Deeds Registries Act;

“the Systems Act” shall mean the Local Government: Municipal Systems Act, Act 32 of 2000.

“take transfer” shall mean to become the registered owner of the land by having same registered in the name of SANRAL in the Deeds Office as stipulated in terms of the Deeds Registries Act.

2. **ACQUISITION OF LAND FOR A ROAD DEVELOPMENT**

2.1 **SANRAL** shall be responsible for acquiring any land and/or rights required for the execution of a Road Development. 2.2 **SANRAL** is required to sub-divide and take transfer of the portions of land which fall within the Road Reserve.

2.3 All costs associated with the acquisition of land for the execution of the Road Development shall be for **SANRAL**'s account.

2.4 **SANRAL** shall be responsible for the conclusion of agreements with the owners of land affected by the execution of the Road Development in

order to fulfil SANRAL's obligation as set out in clause 2.1 *supra*.

2.5 Where **SANRAL** is unable to conclude agreements with the owners of land affected by the execution of the Road Development, then **SANRAL** shall be responsible for the expropriation of the affected property in order to fulfil its obligation.

2.6 The handover of Access Roads and transfer of rights from **SANRAL** to the **Municipality** shall be dealt with in terms of a separate written Handover of Access Roads Agreement.

3. **ACCESS TO SURROUNDING PROPERTIES**

SANRAL has made provision for access to Affected Properties, which prior to the execution of the Road Development enjoyed formal access to the road, by establishing alternative accesses, Access Roads and/or access servitudes as indicated on the Road Development Plan and Annexure A.

Where **SANRAL** has not provided access as envisaged in clause 3.1 *supra*, the Affected Properties shall be dealt with as Severed Land without access.

The **Municipality** confirms that it is satisfied, in as far as such confirmation is required in terms of SPLUMA, Provincial Legislation or the By-Law, with **SANRAL's** planning, designs and execution of such accesses, as depicted on the Road Development Plan and Annexure A and confirms that no further or additional process(es) relating to access, processes already completed or provided for herein are required for the purposes of a land use application.

The **Municipality** is satisfied that the information provided by **SANRAL** relating to Access to surrounding properties and recorded herein, is sufficient for a land development application.

4. **ACQUISITION AND ACCESS TO SEVERED LAND**

As a result of the execution of the Road Development, Severed Land may be

created. **SANRAL** shall provide, in its discretion, access to Severed Land as and where feasible.

SANRAL shall acquire the portions of Severed Land where it is not feasible to provide access to the Severed Land.

SANRAL shall in due course either:

incorporate the Severed Land into the Road Reserve; or
alienate the Severed Land to an adjoining land owner on condition that the land owner consolidates the Severed Land with his property.

The **Municipality** confirms that it is satisfied, in as far as such confirmation is required in terms of SPLUMA, Provincial Legislation or the By-Law, with **SANRAL**'s planning, designs insofar as it relates to access and/or acquisitions of Severed Land, as depicted on the Road Development Plan and Annexure A and confirms that no further or additional process(es) relating to access, processes already completed or provided for herein are required for the purposes of a land use application.

The **Municipality** is satisfied that the information provided by **SANRAL** insofar as it relates to access and/or acquisitions of Severed Land and recorded herein, is sufficient for a land development application.

5. **ACCESS TO COMMUNITIES AND HABITATS**

Where access to communities and/or habitats have been bisected by the execution of the Road Development, **SANRAL** has made provision for:

pedestrian bridges; and/or
designated safe crossings; and/or
agricultural culverts; and/or
any other arrangements which were suitable and required to address the safety and convenience of the communities involved.

The steps taken and/or design measures provided for as set out in clause 5.1 *supra* are depicted on the Road Development Plan.

The **Municipality** confirms that it is satisfied, in as far as such confirmation is required in terms of SPLUMA, Provincial Legislation or the By-Law, with **SANRAL**'s planning, designs insofar as it relates to access to communities and habitats, as depicted on the Road Development Plan and Annexure A and confirms that no further or additional process(es) relating to access, processes already completed or provided for herein are required for the purposes of a land use application.

The **Municipality** is satisfied that the information provided by **SANRAL** insofar as it relates to relating to access to communities and habitats and recorded herein, is sufficient for a land development application.

6. **ACCESS TO SERVICES**

Where a service has been cut-off or effected as result of the Road Development, **SANRAL** has made provision for:

- the relocation of the service;
- connection to alternative services;
- compensation for owners affected by the loss or reduction of the service.

The steps taken and/or design measures provided for as set out in clauses 6.1.1 6.1.2 *supra*, in as far as same may be applicable to municipal services or it affects the **Municipality**, are depicted on the Road Development Plan.

The **Municipality** confirms that it is satisfied, in as far as such confirmation is required in terms of SPLUMA, Provincial Legislation or the By-Law, with **SANRAL**'s planning, designs insofar as it relates to access to services, as depicted on the Road Development Plan and confirms that no further or additional process(es) relating to access, processes already completed or provided for herein are required for the purposes of a land use application.

The **Municipality** is satisfied that the information provided by **SANRAL** insofar as it relates to access to services and recorded herein, is sufficient for a land development application.

7. **ROAD CLOSURES**

The execution of the Road Development may result in temporary and/or permanent closures of certain municipal roads as depicted on the Road Development Plan.

Where a municipal road has been closed, either temporarily or permanently the **Parties** agree that they have considered and provided alternative routes or accesses where necessary as also (and if applicable) depicted on the Road Development Plan.

SANRAL shall notify the **Municipality** at least thirty (30) days in advance of the closure of a specific municipal road in order to allow for the **Municipality** to make adequate arrangements for traffic control.

The **Municipality** consents to the proposed road closures as indicated on the Road Development Plan and the **Municipality** confirms that it is satisfied, in as far as such confirmation is required in terms of SPLUMA, Provincial Legislation or the By-Law, with **SANRAL**'s planning, designs insofar as it relates to road closures, as depicted on the Road Development Plan and Annexure A and confirms that no further or additional process(es) relating to access, processes already completed or provided for herein are required for the purposes of a land use application.

The **Municipality** is satisfied that the information provided by **SANRAL** insofar as it relates to road closures as recorded herein, is sufficient for a land development application.

8. **NON-COMPLIANCE WITH ANY OF THE MUNICIPALITY'S SPATIAL PLANNING AND LAND USE MANAGEMENT PROVISIONS AND/OR REQUIREMENTS**

Sub-divisions and remainders created as a result of the execution of the Road Development, as well as Affected Properties, or the National Road may be non-compliant with certain of the Municipality's spatial planning and land use management provisions and/or requirements as set out in the **Municipality's** by-laws and the land use scheme of the **Municipality** Municipal Planning following the execution of the Road Development in the following instances:

transgression of building lines;
transgression of FAR restrictions;
use of the land not conforming to the zoning of the land, as set out in the land use scheme; or
any other non-conformity to the spatial planning and land use management provisions and/or requirements as set out in the **Municipality's** by-laws and the land use scheme of the **Municipality**.

If any **Party** becomes aware of such a non-compliance as referred to in clause 8.1 *supra* such **Party** shall inform the other **Party** in writing of the non-compliance and the extent thereof, where after the parties shall proceed to execute the necessary steps to rectify and/or condone the non-compliance.

9. **ESTABLISHMENT OF BUSINESS NODES**

As a result of the execution of the Road Development, businesses which operate from Affected Properties may not enjoy the same access or exposure as previously.

Where an owner of a business on an Affected Property has their access closed or amended to the detriment of the business, **SANRAL** may in its sole discretion:

compensate the owner for direct losses suffered as a result of the amendment or closure of the access; and/or
make provision for an alternative access; or

relocate the business; or
compensate the owner for the relocation.

To promote economic development and cater for businesses which may need to be relocated as a result of the execution of the Road Development, **SANRAL** have made provision for Business Nodes at the locations and extent as indicated on the Road Development Plan to be utilised for these purposes.

The **Municipality** supports the establishment of these Business Nodes as indicated on the Road Development Plan and undertakes to deal with these nodes in terms of Clause 11 below.

10. **AMENDMENT OF MUNICIPALITY'S SDF**

The **Municipality** takes cognisance of the contents of the Corridor Plan and agrees to include and reflect the national spatial planning and land development framework and/or parameters and/or designations and the specific spatial planning, land developments and land uses reflected in the Corridor Plan in its Spatial Development Framework.

11. **AMENDMENT OF THE MUNICIPALITY'S LAND USE SCHEME**

The **Municipality** shall within eighteen (18) months from the Signature Date and out of its own accord and in the execution of its duty in terms of the provisions of section 27(1) of SPLUMA to review its land use scheme, amend its land use scheme in terms of section 28(1) of SPLUMA to provide for and reflect the land uses pertaining to the roads set out in the Corridor Plan and/or the Road Development Plan, which include the land uses for "transport purposes", in respects of National Roads and Road Reserves, as defined in section 2 of Schedule 2 to SPLUMA.

12. **PUBLIC PARTICIPATION AND INTERGOVERNMENTAL CONSULTATION**

The **Parties** record that information ordinarily submitted to the **Municipality** for

spatial planning and land development approval has been submitted to **SANRAL** in as far as the spatial planning and land development facets of National Roads are concerned.

The **Parties** record that **SANRAL** has engaged in a public participation process and intergovernmental consultation process to prepare and compile the Road Development and the Corridor Plan.

The **Parties** record that **SANRAL** have, or shall (depending on the stage of the execution of the Road Development) obtain the necessary parallel authorisations from any other organ of state decision-making authorities who must also, in terms of such an organ of state's empowering legislation, authorise the execution of any of the activities and which **SANRAL** may authorise or conduct in terms of the SANRAL Act, or in terms of this Agreement.

The **Municipality** consents and agrees that the public participation processes and intergovernmental consultation processes which **SANRAL** has executed in terms of the provisions of the SANRAL Act and SPLUMA (if any, and in as far as applicable) meet the requirements of SPLUMA and need not be duplicated by the **Municipality**, or by **SANRAL** when submitting a land development application to the **Municipality**.

13. **A LAND DEVELOPMENT APPLICATION SUBMITTED BY SANRAL**

The **Municipality** confirms and agrees that **SANRAL**'s execution and fulfilment of its strategic planning functions, which include spatial planning and land use facets, in terms of the SANRAL Act and as reflected in terms of the Road Development Plan, satisfy and are adequate to meet the objectives of the development principles contained in section 7 of SPLUMA and overall meet the requirements set out in SPLUMA.

The **Parties** acknowledge that notwithstanding the above, **SANRAL** is required to submit a land development application to execute the Road Development to the **Municipality** as the authority of first instance.

The **Parties** agree that such a land development application will be made in line with the process and procedures as agreed to herein and as contemplated in terms of the provisions of sections 29(2) and 29(3) of SPLUMA.

The Municipality confirms that **SANRAL** is a service provider responsible for the provision of infrastructure, utilities or other related services in terms of section 45(d) of SPLUMA and may submit a land development application in its own name without any further consents.

SANRAL shall not be required to pay any land development application fees for the submission of a land development application.

SANRAL shall submit a land development application to the **Municipality** for consideration by the AO or MPT, as determined by the **Municipality**, which land development application shall comprise of:

- a list of the land development approvals sought;
- a brief motivation for the land development approvals sought;
- this Agreement;
- the annexures to this Agreement.

The AO or MPT, as the case may be, shall consider and decide the land development application within 3 (three) months from date of submission of the said application by **SANRAL** to the **Municipality**.

The AO or MPT, as the case may be, taking account of the processes and procedures as agreed upon in this Agreement and the information and authorisations contained herein, shall decide whether to approve the land development application or not.

The **Municipality** shall provide **SANRAL** with a Certificate of Compliance and Authorisation subsequent to the approval of the land development application, or if there are any conditions imposed by the OA or the MPT, to which the approval of the land development application is subject, then subsequent to the fulfilment

of such conditions. The **Municipality** will provide this Certificate of Compliance and Authorisation within 10 (ten) days from the date of a request by **SANRAL** to do so.

14. **COMPLIANCE WITH PROVINCIAL LEGISLATION**

The Municipality records that, in terms of section 61(2)(c) of LUPA, it exempts SANRAL from the application of sections 36(1) and 38(1) for the subdivisions and consolidations dealt with in this agreement.

The Municipality shall, within 60 (sixty) days after date of signature of this agreement, publish a notice as contemplated in section 43 of LUPA, informing the public of the exemption referred to above.

SANRAL shall, if necessary, apply for an exemption from provincial planning approval for the Road Development in terms of section 53(3) of LUPA.

15. **DISPUTE RESOLUTION**

In the event of a Dispute arising between the **Parties** with regards to any matter relating to this Agreement, howsoever arising, such Dispute shall be dealt with in accordance with the provisions of Chapter 4 of the Intergovernmental Relations Framework Act, 13 of 2005.

16. **BREACH AND CANCELLATION**

Without prejudice to other remedies the **Parties** may have, either **Party** shall have the right to terminate this Agreement if it has sent a written notice to the other **Party** notifying it of the event giving rise to such right and requesting that **Party** to remedy the event giving rise to termination within a period specified in the notice provided that such a time period will be reasonable, having regard to the nature of the breach (the "Remedy Period").

If such breach is not remedied by the defaulting **Party** by the expiry of the Remedy Period, the other **Party** may terminate this Agreement forthwith by notice in

writing to that **Party**.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with South African law.

18. NOTICES

Each **Party** chooses as its address for all purposes under this Agreement ("chosen address") whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("Notice") as follows:

SANRAL: 48 Tambotie Avenue, Val de Grace, PRETORIA, 0184 (email: ***);

the **Municipality:** *** (email ***).

Any notice required or permitted under this Agreement shall be valid and effective only if in writing.

Any **Party** may by notice to the other **Party** change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the **Party** who last receives the notice.

Any notice to a **Party** must be contained in a correctly addressed envelope; and

sent by prepaid registered post to it at its chosen address; or

delivered by hand to a responsible person during ordinary business hours at its chosen address;

18.4.3 shall be deemed to have been received, in the case of clause 17.4.1

on the 7th (seventh) Business Day after posting (unless the contrary is proved) and, in the case of clause 17.4.2 on the date of delivery.

19. **GENERAL**

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No **Party** shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the **Parties**.

No relaxation or indulgence, which any **Party** may grant to any other, shall constitute a waiver of the rights of that **Party** and shall not preclude that **Party** from exercising any rights which may have arisen in the past or which might arise in the future.

Any provision of this Agreement, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

Any approval or consent given by a **Party** under this agreement shall only be valid if in writing and shall not relieve the other **Party** from responsibility for complying with the requirement of this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Such approvals and consents shall not be unreasonably withheld or delayed.

20. **ANNEXURES**

The following annexures are annexed to this Agreement:

Annexure “A”, being the plans/figures/diagrams depicting the Access Road(s).

Annexure “B”, being the resolution authorising the municipal manager to enter into this agreement with SANRAL.

Annexure “C”, being the Road Development Plan.

Annexure “D”, being the Corridor Plan.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____
201 **.....**

For and on behalf of

_____ **Municipality**

(who warrants that he/she is duly authorised hereto)

Name: _____

Capacity: _____

AS WITNESSES:

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____
201.....

For and on behalf of

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LTD

(who warrants that he is duly authorised hereto)

Name: _____

Capacity: _____

AS WITNESSES:

1. _____
2. _____

ANNEXURE “A”
ACCESS ROAD PLAN

DRAFT

ANNEXURE “B”

**RESOLUTION AUTHORISING THE MUNICIPAL MANAGER TO ENTER INTO THIS
AGREEMENT WITH SANRAL.**

DRAFT

ANNEXURE “C”
ROAD DEVELOPMENT PLAN.

DRAFT

ANNEXURE “D”
CORRIDOR PLAN

DRAFT