

N12 ROAD UPGRADE AGREEMENT

Entered into by and between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

And

THE CITY OF MATLOSANA LOCAL MUNICIPALITY

And

ABACUS ASSET MANAGEMENT (PTY) LTD

And

ISAGO at N12 DEVELOPMENT (PTY) LTD

DEFINITIONS

In this Agreement, unless the context indicates otherwise, the following words and phrases shall have the meanings indicated opposite thereto. A reference to the singular shall also imply the plural and a reference to the male shall include a reference to the female and neuter genders.

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Headings of clauses have been inserted for convenience purposes only and may not be utilised for purposes of interpretation of this **Agreement**.

Access approval: The approval by **SANRAL**, of the 3 (three) accesses to the **Development** from the **N12**, dated 3 May 2010 a copy of which is attached hereto and marked as **Annexure F**

Agreement: This **N12 Road Upgrade Agreement** concluded between the **Parties** and which reference shall include all annexures attached thereto

Access Road from Buffeldoring: A future local collector road envisaged, planned and approved by the **Local Authority** to be constructed within the near future by and at the cost of the **Local Authority** as integral part of its municipal road network which road shall intersect with the **N12** as illustrated in **Annexure H** hereto and which road shall in practice divert traffic from the **N12** and contribute to the improvement of the capacity of the **N12**

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Access Road Intersection The area where the future Access Road from Buffeldoorn and the N12 shall intersect which shall include the final road geometry required for such intersection as far as same are located within the existing N12 road reserve reflected on Annexure G hereto.

Commercial Development: The Development of erf 2181, 2182 and portion 1 of erf 2183 of the Township by Isago, in terms of the Existing land use rights

Date of signature: The last date on which this Agreement is signed by a party hereto

Developer: Abacus Asset Management (Pty) Ltd, A company with limited liability, duly registered and incorporated in terms of the Company legislation of the Republic of South Africa, with registration number 1995/012982/07 and registered address 3rd Floor, Eikestad Mall, 43 Andringa Street, Stellenbosch, 7599 herein represented by GE Blows, in his capacity as Director duly authorised thereto

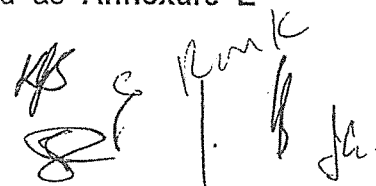
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R. van K.
J. de J.

Development: The envisaged **Commercial Development** and the **Mall Development** in terms of the **Existing land use rights** in the Township

Development phases: The 3 (three) phases in which the exercise of the **Existing land use rights** for purposes of the **Development** is envisaged to realize within the **Time frames**, the detail of which is set out in **Annexure B** and **Annexure J** hereto

Eastern access: The access to the **Commercial Development** envisaged in the **Township**, located on the most Eastern boundary of the **Township** as approved by **SANRAL** in terms of the **Access approval** and reflected as such on **Annexure G** hereto.

Existing land use rights: The land use rights which have, by way of due statutory process vested in the **Township** and more specifically erven 2181 and 2182 up to 2185 of the **Township** as reflected in the prevailing Town Planning Scheme, the detail of which is set out in the attachments marked as **Annexure E**

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hereto (now known as erven 2181 and 2182, portion 1 of erf 2183, erf 2315, 2314, 2185 Klerksdorp Ext 38)

Exercise:

Exercise of land use rights shall mean the physical commencement with any construction activities on site directly linked to the erection of structures or buildings to be utilized for the approved land use components prior to occupation of such structures or buildings

Isago:

Isago atN12 Development (Pty) Ltd, A company with limited liability, duly registered and incorporated in terms of the Company legislation of the Republic of South Africa, with registration number 2006/029695/07 and registered address 7 Centuria Park, 265 Von Willich Avenue, Centurion, herein represented by Doctor Ramata Martin Khunou in his capacity as Director, duly authorised thereto

Local Authority:

The City of Matlosana Local **Municipality**, a duly established **Municipality** in terms of the provisions

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Ramata
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of Section 12 of the Local Government Municipal Structures Act 1998, herein represented by ET Motsemme in his capacity as Municipal Manager, duly authorized thereto

Mall Development:

The **Development** of a regional shopping centre by the **Developer** on erven 2315, 2314, 2185 of the **Township**, in terms of the **Existing land use rights**

Mitigation:

The **Mitigation** measures in the form of road upgrades required by **SANRAL** in respect of the N12 in accordance with the **TIA** in order to compensate for and or restore the status quo ante capacity of the **N12** after the latter has been compromised by the traffic to be generated by the **Development**, the detail of which **Mitigation** measures is stipulated in **Annexure C** hereto

N12:

The stretch of the **N12** freeway giving access to Klerksdorp between the **Eastern access** and the intersection between the **N12** and Platan Avenue, the jurisdiction of which vests partially in **SANRAL**

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and the **Local Authority** and which stretch of road is depicted on **Annexure A** hereto

Partial access: A left-in left-out access from the **N12** to the envisaged **Mall Development** approved by **SANRAL** in terms of the **Access approval** and reflected as such on **Annexure G** hereto

Parties: **SANRAL**, the **Local Authority**, the **Developer** and **Isago**

Platan intersection: The current intersection between **Platan Avenue** and the **N12** which intersection falls within the jurisdictional area of the **Local Authority** and which intersection constitutes the entrance to and exit from **Klerksdorp** in the East

SANRAL: The South African National Roads Agency SOC Limited, a legal persona duly instituted and established in terms of the South African National Roads Agency Limited and National Roads Act 7 of 1998, herein represented by **Ismail Noor**

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J.C.

Mahomed - Essa in his capacity as Regional Manager, duly authorised thereto

TIA:

The Traffic Impact Assessment drawn by Tech IQ Consulting Engineers dated December 2009 with all supplements thereto by virtue of which the traffic impact of the **Development**, the capacity of the N12, the geometry of the accesses to the **Development** and the **Mitigation** have been assessed and recommended, copies of which are attached hereto and marked as **Annexure D**

Time frames:

The **Time frames** set and agreed upon within which the realization of the **Development phases** envisaged for the ultimate realization of the **Development**, should occur as in **Annexure B** hereto

Township:

The approved **township** Klerksdorp Ext 38

Way leaves:

The written authorization to be issued by **SANRAL** in terms of Section 44(3) of the South African

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National Roads Agency Limited and National Roads Act Nr 7 of 1998 in order to sanction the commencement with construction work by virtue of which the **Mitigation** is to be implemented or the **Access Road Intersection** is to be constructed or the N12 is to be widened to a 3 (three) lane carriage way up to the **Platan intersection** within the road reserve of the **N12**, falling within the jurisdiction of **SANRAL**

Western access:

An access to the N12 approved by **SANRAL** in terms of the **Access approval** to the Western part of the **Township** for purposes of the **Mall Development** reflected as such on **Annexure G** hereto

RECITAL:

WHEREAS the **Local Authority** has *inter alia* jurisdiction over a part of the **N12** located within its municipal boundaries up to the **Platan intersection** and also has jurisdiction over such intersection itself, and

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P. J. J. J. J.

WHEREAS the **Local Authority** has approved of the **Township** and manages the exercise of the **Existing land use rights** in terms of its prevailing Town Planning Scheme and

WHEREAS the **Local Authority** has already committed itself to the construction of the **Access Road from Buffeldoring** as part of its municipal road planning and

WHEREAS **Isago** is the owner of the remainder of the **Township** and for purposes of this **Agreement** specifically the owner of erven 2181, 2182 and portion 1 of 2183, of the **Township** and

WHEREAS the **Developer** is contractually the appointed Development Manager of the owner of erven 2315, 2314, and 2185 of the **Township** being Redefine Retail (Pty) Ltd, and it is by virtue of such development management agreement *inter alia* responsible for the procurement of infrastructure for the **Mall Development** and

WHEREAS **Isago** and the **Developer** intend to embark on the **Commercial Development** and the **Mall Development** in terms of the **Existing land use rights** in accordance with the **Time frames** and the **Development phases** and

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L. E. J. H.

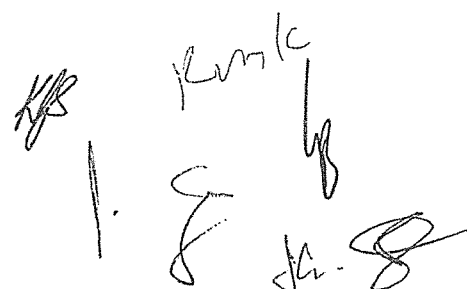
WHEREAS SANRAL has, subject to the implementation of the **Mitigation**, issued the **Access approval** in respect of the intended **Commercial Development** and **Mall Development** of **Isago** and the **Developer** respectively; and

WHEREAS SANRAL is in favour of the construction of the **Access Road Intersection**, **Eastern access**, **Partial access** and **Western access** subject to approval of detailed design drawings and the issue of a way leave for such purpose; and

WHEREAS the **Parties** have agreed to the **Mitigation** measures to be implemented and the apportionment of the cost liabilities for implementation thereof in accordance with the **Time Frames** and the **Development phases**; and

WHEREAS the **Mitigation** measures agreed upon are *inter alia* based on the trip generation potential of the entire **Commercial Development** and **Mall Development** in the **Township** in its ultimate phase in accordance with the **Existing land use rights**; and

WHEREAS the **Parties** are, in order to effectively implement and enforce the **Mitigation** measures over the time period stipulated in the **Time Frames** in accordance with the **Development phases**, desirous to reduce the inter partes arrangement to writing;

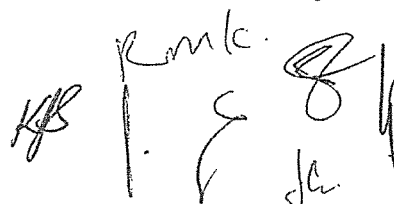
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NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1.

1.1 SANRAL

- 1.1.1 SANRAL, upon signature of this Agreement, accepts the Mitigation as acceptable measure and mechanism to effectively deal with the potential reduction of road capacity caused on the N12 as a result of the potential ultimate realization of the Commercial development and the Mall Development in the Township in terms of the Existing land use rights.
- 1.1.2 SANRAL, upon signature hereof, undertakes to, within 14 (fourteen) days from the Date of signature, and or date of receipt of acceptable design drawings, pertaining to the Eastern access, the Western access, the Partial access and the Access Road Intersection, whichever is the later, issue the Way leaves to the Developer and Isago for the implementation of the Mitigation measures required for the first Development phase as set out herein and if applicable, to the Local Authority, and or Isago for the construction of the Access Road Intersection.
- 1.1.3 SANRAL shall moreover, within 14 (fourteen) days after receipt of a written request to that effect and or the date of receipt of acceptable design drawings for such mitigation whichever is the later, issue Way leaves, for the implementation of any future Mitigation measures, and if applicable, the construction of the Access Road Intersection, if not constructed during the




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first Development phase and agreed upon in respect of the second and third Development phases.

1.1.4 It is recorded that the construction of the **Access Road Intersection** does not form part of the **mitigation** agreed upon, but from a practical point of view and in order to reduce unnecessary disruption of traffic on the **N12**, is required by **SANRAL** to be constructed as integral part of and simultaneous with the construction work embarked upon by the **Developer** and **Isago**, in respect of the **mitigation** for either the **first phase development** or the **second phase development**. Such intersection upgrades the procurement of design drawings and the application for a way leave in respect of the **Access Road Intersection** forms part of a separate agreement between Isago and the Local Authority.

1.2 LOCAL AUTHORITY

The **Local Authority** confirms its commitment with regard to the construction of the **Access Road from Buffeldoring**. All other obligations of the **Local Authority** as set out in this **Agreement** are subject to the suspensive conditions referred to in clause 1.2.1.5 *infra*. Subject to the said suspensive conditions, the **Local Authority** undertakes to take all reasonable measures, steps and actions in respect of the **Access Road Intersection**, to procure the realization of such adopted road planning: Provided that it shall, with regard to the construction of the **Access Road from Buffeldoring and the Access Road Intersection**, in accordance with clause 1.1.4, cooperate with **Isago** and the **Developer** to execute such construction simultaneous with the

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construction of mitigation for either the first phase development or the second phase development.

1.2.1 The Local Authority, upon fulfilment of the suspensive conditions referred to herein, shall be obliged to:

1.2.1.1 As soon as reasonably and practically possible, but not later than July 2016, professionally and by way of duly appointed expert Consultants, apply for the required authorisations in terms of the National Environmental Management Act 1998, the National Water Act 1998 and all other applicable statutory provisions to procure sanctioning of the widening of the N12 to a 3 (three) lane dual carriage way of the N12, across the 2 (two) existing water courses and bridges, North and South of the N12, measured from the Western access up to the Platan intersection.

1.2.1.2 Within a period of 10 (ten) years calculated from the date of signature of this Agreement, take all reasonable steps in order to successfully procure the authorizations envisaged in clause 1.2.2.1, the issue of Way leaves from SANRAL, an approved Municipal budget and the appointment of consultants and contractors to construct the extension of the widened N12 to a (3) three lane dual carriage way measured from the Western access up to the Platan intersection: Provided that if the Existing land use rights envisaged as part of the third Development phase, are to be

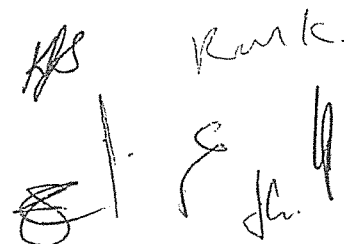
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exercised by **Isago** prior to the commencement of such 10 (ten) year period, the **Local Authority** shall, in writing, be informed by **Isago** of such intended exercise of such **Existing land use rights**, not less than 18 (eighteen) months in advance in which event the construction by the **Local Authority** of the abovementioned extension of the widened **N12** road portion shall commence prior to or simultaneously with the exercise of such third **Development phase** land use rights, despite the fact that such 10 (ten) year period has not as yet expired.

1.2.1.3 Accept full responsibility, at its cost, for the optimal setting, maintenance and effective operation of the traffic signals to be erected on the **N12** by **Isago** and the **Developer** at the **Western access**, **Eastern access** and **partial access** from the **N12** to the **Commercial Development** and **Mall Development** and for the street lighting to be erected by **Isago** as integral part of the required **N12** upgrade, irrespective whether same have been erected outside its area of jurisdiction.

1.2.1.4 The **Local Authority** shall save as set out *supra*, not be obliged to accept any responsibility and or liability for the implementation of any **Mitigation** measures for the first and second **Development phases**.

1.2.1.5 The obligations as set out in this **Agreement** are subject to compliance with the following:

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1.2.1.5.1 The provisions of sections 14, 33, 116 and 168 of the
Local Government: Municipal Finance Management Act,
Act 56 of 2003;

1.2.1.5.2 The provisions of sections 26 and 27 of the Municipal
Budget and Reporting Regulations, 2008;

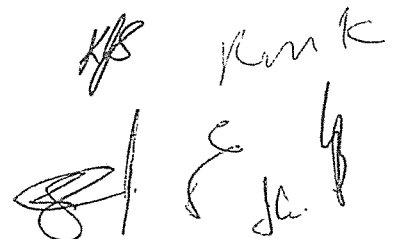
1.2.1.5.3 Ratification by way of a full council resolution of the
signature adoption and approval of this **Agreement**.

1.2.1.5.4 Any and all other compulsory statutory requirements
applicable to the **Local Authority**.

1.3 ISAGO

1.3.1 **Isago**, upon signature hereof, accepts full liability and responsibility for the
implementation of the **Mitigation** measures required for its intended
Commercial development on erf 2181 of the **Township** which **Commercial
development** shall comprise of:

1.3.1.1 The exercise of 20,000m² GLA of the **Existing land use rights**
which vest in erf 2181 of the **Township** as envisaged as integral
part of the first **Development phase**;



- 1.3.1.2 The exercise of 19,000m² GLA floor area in addition to what is mentioned in clause 1.4.1.1. hereof of the **Existing land use rights** which vest in portion 1 of erf 2183 of the **Township** which floor area also is envisaged as integral part of the first **Development phase**.
- 1.3.1.3 The exercise of 62,230m² GLA of the **Existing land use rights** which vest in erf 2181 of the **Township** as integral part of the second **Development phase**; and
- 1.3.1.4 The exercise of the remaining **Existing land use rights** which vest in erf 2181 of the **Township** as integral part of the third **Development phase**.
- 1.3.2 The **Mitigation** liability and responsibility of **Isago** for the first **Development phase** shall subject to the provisions of clause 1.1.2 and 1.1.3 having been complied with, entail:
- 1.3.2.1 the construction of the **Eastern access** from the **N12** in accordance with the proposed geometry contained in the **TIA** and reflected on **Annexure G** hereto, to accommodate a 3 (three) lane Eastern approach South of the **N12** and
- 1.3.2.2 The third lane of the **N12** on the Eastern approach South of the **N12** and west of the **Eastern access**, abutting Portion 1 of Erf 2183 and Erf 2182.

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1.3.2.3 The erection of the required traffic signals at the constructed Eastern access and street lighting along the entire stretch of road of the N12 on the Eastern and Western approaches thereof from the Eastern access to the **Platan intersection**: Provided that such street lighting shall not encroach on any area within 32m from the 2 watercourses mentioned in clause 1.2.2.1 hereof.

1.3.3 The liability of **Isago** for the second **Development phase** shall entail the construction of the third lane to the N12 on the Western approach, North of the N12, to a point parallel to the **Western access** up to a point parallel to the **Eastern access** including the most Western and most Eastern boundaries of such constructed accesses.

1.3.4 **Isago** shall not be liable or responsible for the implementation of any **Mitigation** in respect of the third **Development phase**.

1.4 THE DEVELOPER

1.4.1 The **Developer**, upon signature hereof, accepts full liability and responsibility for the measures required for its intended **Mall Development** which shall comprise of:

1.4.1.1 The exercise of a two phased Mall development to a maximum of 75,000m² of retail GLA which constitutes part of the **Existing land use rights** which pertain to erven 2181 and 2182, portion 1 of erf

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2183, erf 2315, 2314, 2185 of the **Township** as integral part of the first **Development phase** and

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1.4.1.3 The exercise of the remaining **Existing land use rights** which vest in erven 2181 and 2182, portion 1 of erf 2183, erf 2315, 2314, 2185 of the **Township** envisaged as integral part of the second **Development phase**.

1.4.2 The liability of the **Developer** for the implementation of the **Mitigation** measures for the first **Development phase** shall entail:

1.4.2.1 The construction of the 2 (two) exclusive left and right turn lanes on the Northern and Eastern approaches of the intersection required for the **Platan intersection** in accordance with the geometry proposed by way of the **TIA**.

1.4.2.2 The construction of both the **Partial access** and the **Western access** from the **N12** to the **Mall Development** in accordance with the proposed geometry contained in the **TIA** and **Annexure G** hereto, to accommodate a 3 (three) lane Eastern approach South of the **N12** and

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- 1.4.2.3 The construction of a third lane on the Eastern approach South of the N12 between the **Western access** and the **Partial access** and East of the partial access abutting erf 2315 up the Western erf boundary of portion 1 of erf 2183 of the **Township** and as referred to in Annexure J.
- 1.4.2.4 The erection of the required traffic signals at the constructed **Partial** and **Western accesses**.

2.

GENERAL

- 2.1 It is recorded that the implementation of the **Mitigation** measures by the **Local Authority, Isago** and the **Developer**, in accordance with their respective apportioned upgrade liabilities in terms of this **Agreement**, shall occur prior to or at least simultaneous with the **Exercise** of the proportioned **Existing land use rights** envisaged for the respective **Development** phases.
- 2.2 It is moreover recorded that the respective apportioned upgrade liabilities imposed upon the **Local Authority, Isago** and the **Developer**, by virtue of the provisions of this **Agreement**, shall be implemented in accordance with the

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Time frames irrespective whether the maximum permissible land use rights allocated per **Development phase**, have been exercised.

2.3 In the event that, during the period envisaged for the expiry of the **Time frames**, either **Isago** or the **Developer**, embarks upon any Application for land use change in respect of the properties which currently form the subject matter of the **Commercial Development** and or the **Mall Development** and which land use change Applications shall have the effect that the **Existing land use rights** are increased, alternatively are amended and that such amendment shall constitute an increase in trip generation not envisaged in the **TIA** and such additional trips shall have to be accommodated on the **N12**, such **party** applicant shall be obliged to, separately, negotiate with **SANRAL** with regard to additional **Mitigation** measures to be implemented by such **party** at its cost, not envisaged as part of this **Agreement**, should such additional **Mitigation** be required in respect of this **N12**.

2.4 This **Agreement** constitutes a contractual commitment by the **Parties** in order to bring about a major capital investment and asset to the benefit of the **Local Authority** and the residents of such **Municipality** without compromising the mobility function and capacity of the **N12** and the **Parties** are therefore inter dependent to procure a structured, effective and expeditious realization of the envisaged **Developments** to the benefit of all concerned, in which context, the **Parties** shall be obliged and upon signature hereof undertake to take all reasonable steps as expeditiously as possible and to *inter partes* cooperate not only to comply with their respective contractual obligations contained in

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this **Agreement** but also to bring about the **Commercial development** and the **Mall Development** as soon as possible from a road infrastructure and access point of view.

2.5 The **Parties** record that, subject to the provisions of clause 2.6, the provisions of this **Agreement**, the obligations imposed upon the respective **Parties** and the rights granted to the respective **Parties** by virtue thereof, shall bind the **Parties** and all their successors in title and Isago and the Developer shall where applicable be obliged to bring the contents of this **Agreement** and the existence thereof, formally to the attention of its successor in title before transfer of dominium, mortgaging or alienation of any interest in such party in the **Commercial development**, the **Mall development** or the properties on which such **developments** have been established and to procure written acceptance from such successor in title of the provisions of this **Agreement** failing which such **Party** shall remain liable to perform in accordance with the provisions of this **Agreement**, irrespective of the fact that its interest in either the **Commercial Development** or the **Mall Development** or the erven of the **Township** on which such **Developments** have been erected, has been disposed of.

2.6 It is recorded that, while the provision of road infrastructure as integral part of essential engineering services for the **Township** has *inter alia* already formed the subject matter of several engineering services agreements and amendments thereto concluded between the **Local Authority**, **Isago** and the **Developer**, and also formed the subject matter of *inter partes* agreements

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between Isago and the Developer as part of or related to the Deed of Sale concluded between the Developer and Isago in respect of erven 2315, 2314, and 2185 of the Township, the contents of this Agreement, intended to exclusively comply with the N12 Mitigation requirements of SANRAL in order to procure the Way leaves in respect of the Township, may not be construed as an implied waiver, amendment or relinquishment of the terms and conditions already agreed upon between such parties in terms of such earlier Agreements as far as the latter may pertain to liabilities and responsibilities in respect of such road infrastructure and such Agreements shall, SANRAL excluded, remain binding and enforceable *inter partes* until formally amended in terms thereof.

- 2.7 The Parties agree that they shall be obliged to, for purposes of construction of the Mitigation and road infrastructure envisaged in this Agreement and allocated to such Party by virtue thereof, use their best endeavours to, in respect of a development phase, simultaneously execute their respective obligations and as far as reasonably possible, appoint the same contractor for such purpose in order to procure continuity and as little as possible disruption for traffic on the N12.

3.

BREACH

If any Party fails to fulfil any obligation contained in this Agreement timeously, and it, after 21 (twenty one) days' written notice to fulfil such obligation still fails to fulfil the

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obligation, the Party to whose detriment such failure is, shall be entitled, without prejudice to any other common law remedy available to it to:

- 3.1 Cancel this **Agreement**; and
- 3.2 Claim damages due to such breach; or
- 3.3 Claim specific performance in accordance with the stipulations of this **Agreement**.

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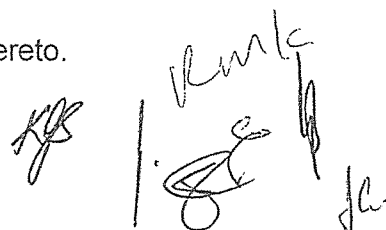
NOVATIO

No postponement, concession or waiver of any of the rights or obligations by any Party in terms of this **Agreement** will cause a novatio of this **Agreement**, bind any Party hereto or constitute estoppel and the Parties declare themselves aware of the meaning and implications of the term estoppel as used aforesaid.

5.

ENTIRE AGREEMENT:

This **Agreement** represents the entire **Agreement** between the Parties and no deviation, deletion or addition thereto shall be valid or enforceable unless same has been reduced to writing and has been signed by all the Parties hereto.

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6.

DISPUTE RESOLUTION:

The Parties upon signature hereof confirm that South African law shall apply to the provisions of this Agreement and any disputes which may arise from the contents of this Agreement shall be subject to the jurisdiction of the Gauteng High Court (Pretoria).

7.

DOMICILIA CITANDI ET EXECUTANDI AND NOTICE:

7.1 The Parties choose and indicate as their *domicilia citandi et executandi* for the sending of correspondence, serving of correspondence and serving of notices and pleadings arising from this Agreement the addresses stated opposite their names respectively:

SANRAL:

P.O. Box 415

PRETORIA

0001

ATTENTION: THE CEO

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TELEFAX NO.: (012) 844 8000

E-MAIL ADDRESS: essai@nqa.co.za

LOCAL AUTHORITY: THE MUNICIPAL MANAGER
1ST FLOOR CIVIC CENTRE C/O
Bram FISCHER & O.R. TAMBO STREET,
KLERKSDORP, 2570

TELEFAX NO.: (018) 462-1652

E-MAIL ADDRESS: dnkosi@klerksdorp.org

DEVELOPER: ATT. G. BLOWS
C/O ABACUS ASSET MANAGEMENT, MILL SQUARE OFFICES
1ST FLOOR, 12 PLEIN STREET, STELLENBOSCH
7600

TELEFAX NO.: (021) 886-6239

E-MAIL ADDRESS: gavin@aaam.co.za

ISAGO: ATT: R M KHUMOU, BLOCK A,
GROUND FLOOR, ECO STOP CENTRE
C/O CJ LANGENHAVEN AND WITFOOTER
ROAD, HEATHERLANDS, GEORGE, 6520

TELEFAX NO.: 0866035614

E-MAIL ADDRESS: drkhumou@lantic.net

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E-MAIL ADDRESS: _____

7.2 Any of the **Parties** will be entitled to change its chosen *domicilium citandi et executandi* with 7 (seven) days written notice to this effect.

7.3 Any correspondence to be sent in terms of this **Agreement**, will be sent either personally by hand or by pre-paid registered mail and if applicable also by way of telefax transmission and/or e-mail to the chosen *domicilium citandi et executandi* address of the **parties** and, unless the opposite is proven, it will, with regard to registered mail, be deemed that such correspondence had been received on the fourth day following the day on which such correspondence was sent and with regard to the hand delivery, telefax transmissions or e-mail on the date following the date of dispatch or delivery and any notice period envisaged in this **Agreement** shall commence on the earliest date of dispatch referred to supra.

8.

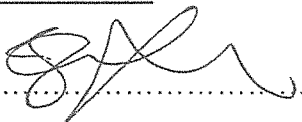
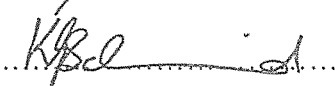
COSTS

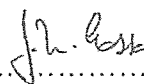
The cost of the drafting of this **Agreement**, negotiations in that regard and finalization thereof, shall be borne by **Isago** and shall be payable on demand..

KJB
Rink.
I. S. J. J.

SIGNED AT PRETORIA ON THIS 12th DAY OF JUNE 2014

AS WITNESSES:



- 1. 
- 2. 

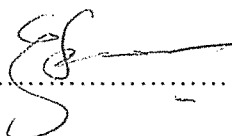


on behalf of SANRAL

SIGNED AT KLERKSDORP ON THIS 10th DAY OF JUNE 2014

AS WITNESSES:

- 1. 
- 2. 

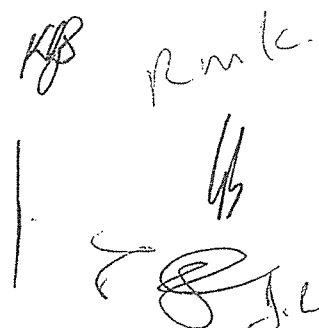


on behalf of

THE LOCAL AUTHORITY

SIGNED AT KLERKSDORP ON THIS 10th DAY OF JUNE 2014

AS WITNESSES:



1. _____
2. _____

WELLS

[Signature]

on behalf of THE DEVELOPER

SIGNED AT *66 KLENSDORP* *10TH* ON THIS *10TH* DAY OF *JUNE* 2014

AS WITNESSES:

1. _____
2. _____

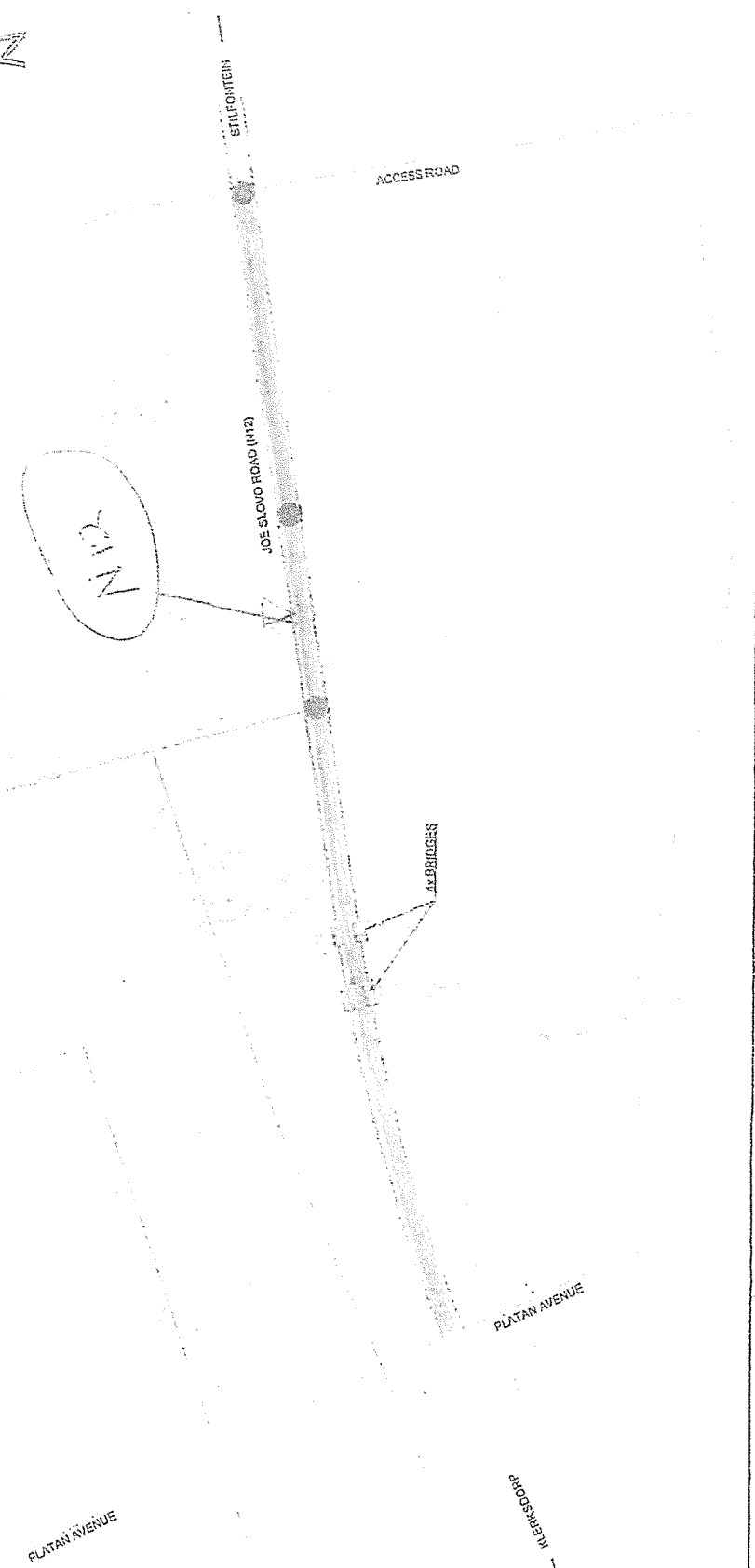
WELLS

[Signature]

on behalf of ISAGO

WELLS *10TH* *JUNE* *2014*

31 Annexure A



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Annexure B

TIME FRAMES

The time frames for execution of phased land use rights in respect of the Township Klerksdorp Ext 38 are as follows:

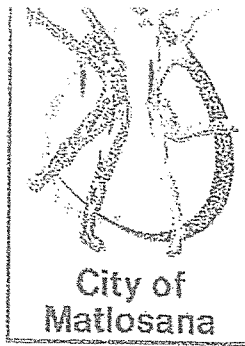
- First Phase: Commences from date of signature;
- Second Phase: A period of 5 (five) years from date of signature;
- Third Phase: A period of 10 (ten) years from date of signature

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Annexure C

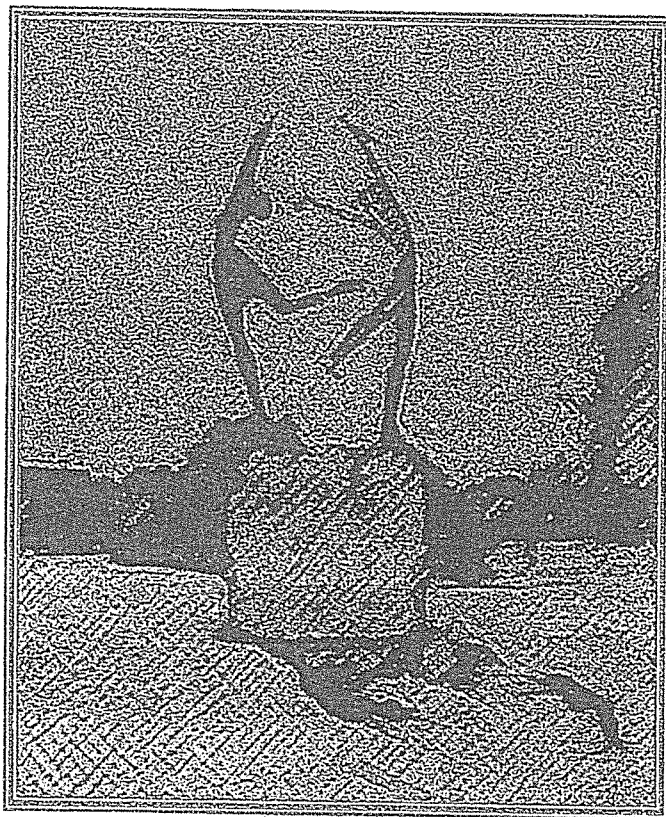
- Construction of all 3 (three) the approved intersections to the Township, i.e. the Eastern access, the Western access and the partial access in accordance with the geometry reflected on ANNEXURE G hereto
- Construction of a third lane on the Eastern and Western approach to the South and North of the N12 abutting the Township and stretching from the Eastern access to the Western access illustrated on ANNEXURE G hereto
- Construction of 2 (two) exclusive left and right turn lanes as part of the required upgrades of the Plataan Street intersection with the N12, in accordance with the TIS and the geometry reflected on ANNEXURE G hereto.
- Construction of a third lane, North and South, of the N12 in both an Eastern and Western direction for the stretch of road between the Western access and the Plataan intersection.
- The erection of traffic signals and street lighting at the access intersections and upgraded / constructed N12 road portions as described *supra*.

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Annexure D

PROPOSED REZONING OF
KLERKSDORP X 38
IN THE CITY OF MATLOSANA
IN THE NORTH WEST PROVINCE



TRAFFIC REPORT

PROJECT NO: J09/552

DECEMBER 2009

262

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CONSULTING
ENGINEERS

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PROPOSED REZONING OF KLERKSDORP EXTENSION 38 IN THE
CITY OF MATLOSANA IN THE NORTH-WEST PROVINCE
TRAFFIC REPORT

CONTENTS

Chapter	Description	Page
1	SCOPE	1
2	PROPERTY DESCRIPTION AND LAND USE	2
3	TRANSPORTATION SYSTEM	7
4	TRAFFIC ANALYSIS	11
5	ANCILLARY TRANSPORTATION ASPECTS	28
6	RECOMMENDATION	29

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PROPOSED REZONING OF KLERKSDORP EXTENSION 38 IN THE CITY OF MATLOSANA IN THE NORTH-WEST PROVINCE

DECEMBER 2009

1. SCOPE

Klerksdorp Extension 38 was approved by the City of Matlosana as a business and industrial township along the N12 national route on the eastern perimeter of the urbanised area of Klerksdorp. The owners intend to submit an application for the rezoning of the property to make provision for the proposed Matlosana Mall Regional Shopping Centre and other related business uses. The proposed change in land use would require the amendment of the access configuration on the N12 in order to optimally serve the required shopping centre and adjoining properties.

Tech IQ Consulting Engineers has been appointed to undertake a traffic impact study to assess the implications of the proposed rezoning. The site is currently vacant and the entire development will represent additional traffic on the road network. However, from a traffic impact assessment point of view, it should be acknowledged that the existing proclaimed township has extensive land use rights with a significant potential traffic demand (latent demand). The traffic impact of the rezoning is therefore only the difference between the trip generation of the township based on the land use rights that are applied for in the rezoning application and the latent traffic demand of the existing proclaimed land use rights.

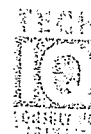
Provision is made in the analysis for a first phase of the development that excludes the eastern part of the township (Area 3 east of the eastern access to the N12).

The report contains the following:

- Property description and land use
- Transportation system
- Traffic analysis
- Capacity analysis and proposed road improvements
- Ancillary transportation aspects
- Conclusions and recommendations.

KLERKSDORP EXTENSION 38

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2. PROPERTY DESCRIPTION AND LAND USE

2.1 Property

The rezoning application applies to Erven 2181 to 2188 in Klerksdorp Extension 38. Figure 1 illustrates the location of the property on the southern side of the N12 national route on the eastern edge of the urbanised area of Klerksdorp.

2.2 Current Land Use Rights

Figure 2 shows the layout of the township Klerksdorp Extension 38. The current zoning of the erven in the township according to the Klerksdorp Town Planning Scheme 1998 is tabulated below.

ERF NUMBER	SIZE (m ²)	EXISTING ZONING	EXISTING COVERAGE	EXISTING HEIGHT	EXISTING DEVELOPABLE FLOOR AREA
Erf 2181	22.0657 ha	Industrial 1	70%	2 Storeys	308919m ²
Erf 2182	1.0464 ha	Business 1	70%	2 Storeys	14649m ²
Erf 2183	15.0440 ha	Municipal	70%	2 Storeys	210616m ²
Erf 2184	0.6718 ha	Business 1	70%	2 Storeys	9405m ²
Erf 2185	12.3112 ha	Industrial 1	70%	2 Storeys	172356m ²
Erf 2186	0.9996 ha	Public open space	NA	NA	-
Erf 2187	9.1815 ha	Public open space	NA	NA	-
Erf 2188	1.2054 ha	Public open space	NA	NA	-

2.3 Proposed Land Use Rights

The intended use of the application site includes a new regional shopping centre and related retail, business, office, hotel and hospital rights.

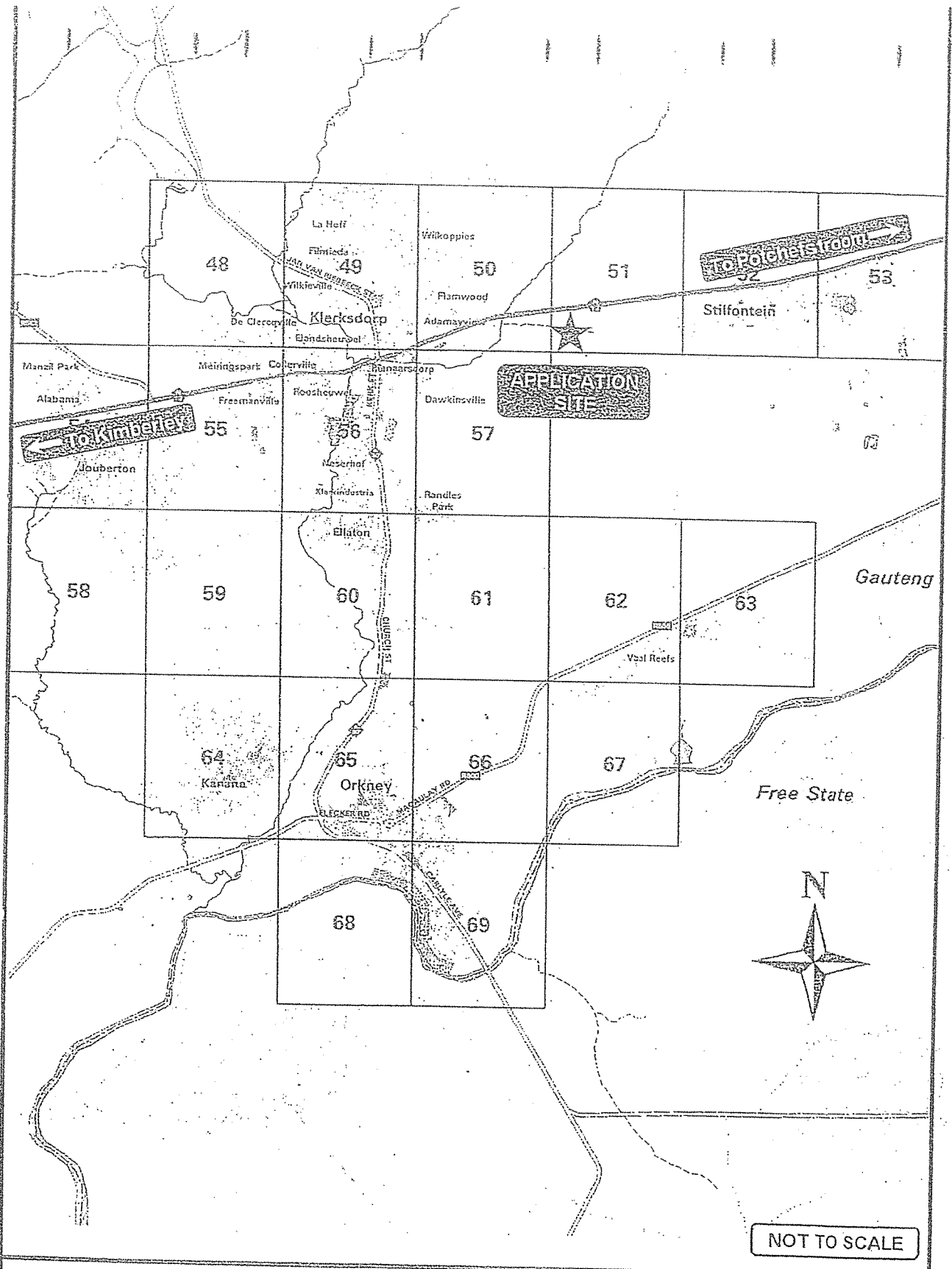
The proposed land use rights are tabulated below and illustrated in Figure 3. Figure 4 shows the Site Development Plan of the proposed shopping centre.

ZONE	DESCRIPTION	SIZE: GLA (m ²) OR OTHER
1A	Regional shopping centre	60000m ²
1B	Retail / light warehousing	11000m ²
1C	Public Road	6450m ²
1D	Hotel (10090m ²)	140 rooms
1E	Hotel (5088m ²)	120 rooms
2A	Value retail	16094m ²
2B	Private hospital (10284m ²)	200 beds
3A, 3B & 3C	Retail / showrooms	31978m ²
3D, 3E & 3F	Offices	31919m ²
3G & 3H	Commercial / light warehousing	49528m ²

KLERKSDORP EXTENSION 38

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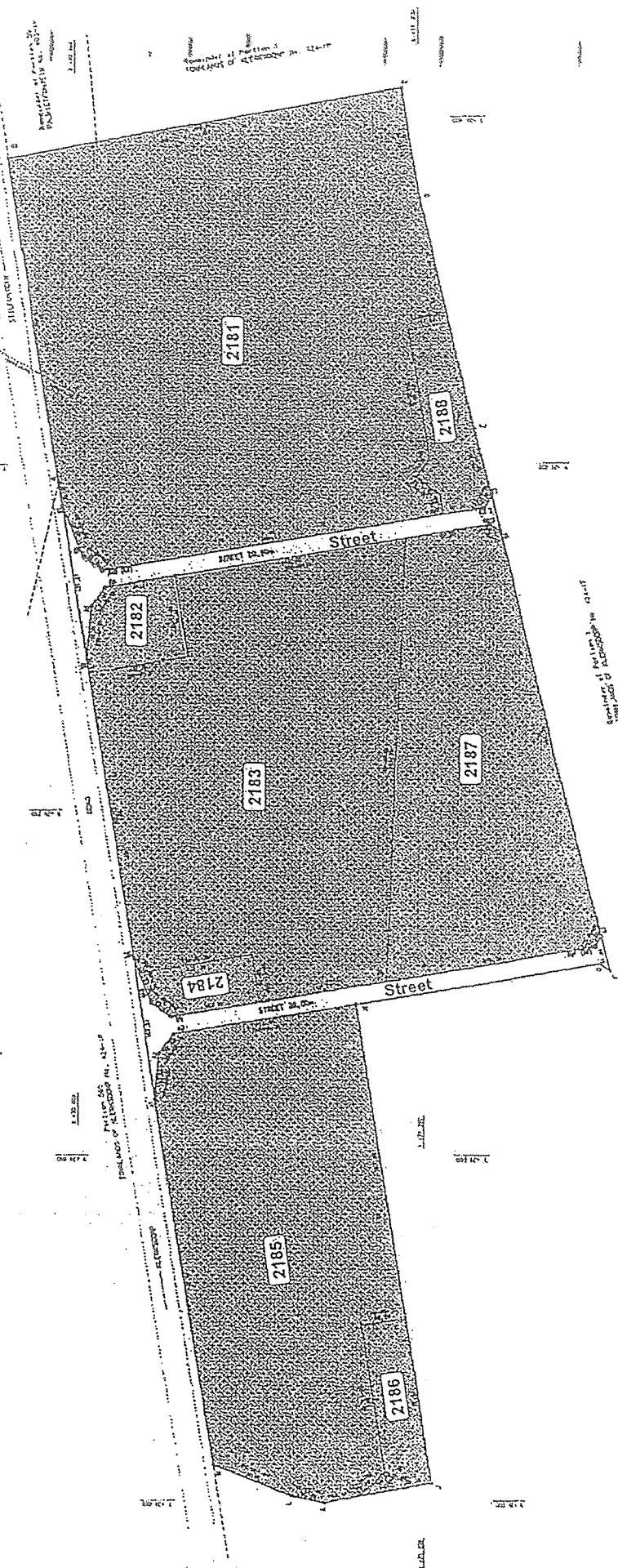
Locality plan

Mark
 FIGURE 1

*KB / 8 f 17
 Jc.*



	Industrial 1
	Business 1
	Municipal
	Park



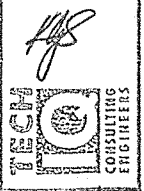
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KLERKSDORP X38

Existing township layout

FIGURE 2

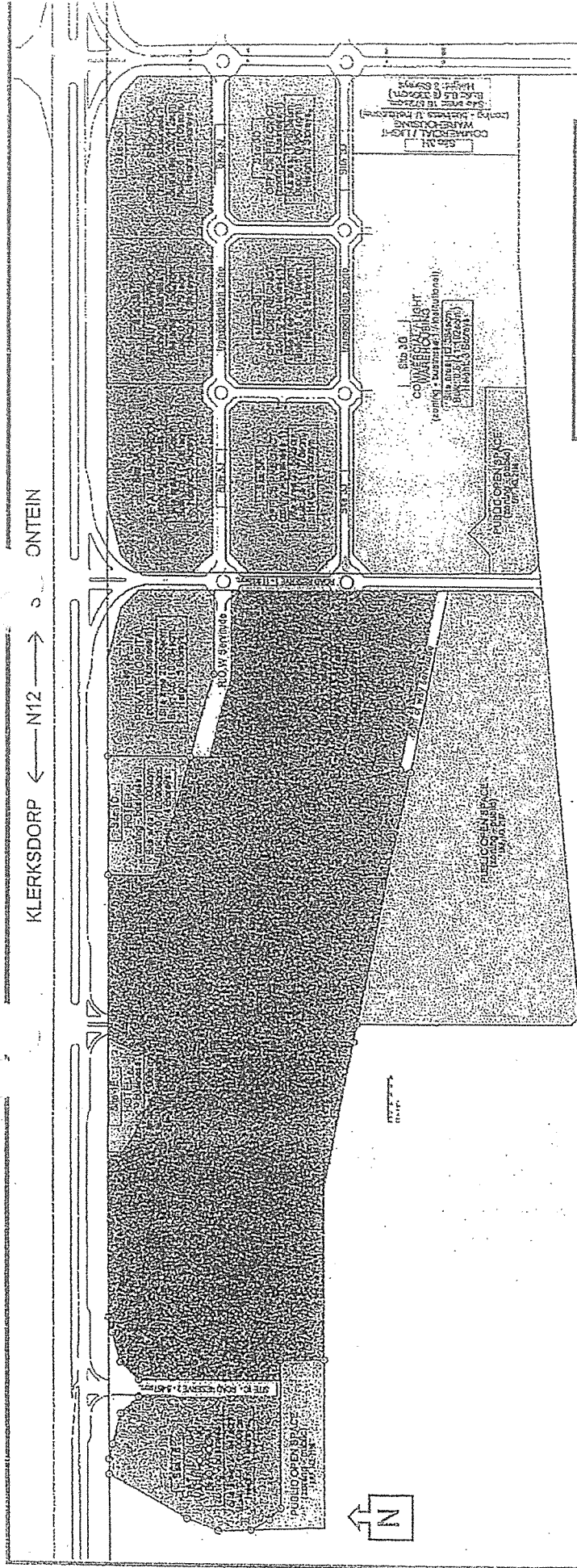
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PHASE 1 ZONING SCHEDULE

SITE NO:	SITE AREA:	BULK:	HEIGHT:	ZONING:	PROPOSED SITE USAGE:
SITE 1A	175 716sqm.	0.4 (70 286sqm.)	3 Storeys	Business 1	Regional Mall / Commercial
SITE 1B	24 847sqm.	0.44 (11 000sqm.)	3 Storeys	Business 1	Retail / Showroom / Light Warehousing
SITE 1C	5 457sqm.	N/A	N/A	Transportation zone	Public Road
SITE 1D	10 090sqm.	1.0 (10 090sqm.)	4 Storeys	Business 1	Hotel
SITE 1E	5 008sqm.	1.0 (5 008sqm.)	4 Storeys	Business 1	Hotel
SITE 2A	53 847sqm.	0.3 (16 094sqm.)	3 Storeys	Business 1	Value Retail
SITE 2B	20 569sqm.	0.5 (10 284sqm.)	3 Storeys	Business 1	Private Hospital
SITE 3A	24 182sqm.	0.5 (12 081sqm.)	3 Storeys	Business 1	Retail / Showroom
SITE 3B	19 592sqm.	0.5 (9 791sqm.)	3 Storeys	Business 1	Retail / Showroom
SITE 3C	20 212sqm.	0.5 (10 106sqm.)	3 Storeys	Business 1	Retail / Showroom
SITE 3D	19 833sqm.	0.5 (9 967sqm.)	3 Storeys	Business 1	Office Precinct
SITE 3E	20 352sqm.	0.5 (10 178sqm.)	3 Storeys	Business 1	Office Precinct
SITE 3F	23 552sqm.	0.5 (11 778sqm.)	3 Storeys	Business 1	Office Precinct
SITE 3G	82 384sqm.	0.5 (41 192sqm.)	3 Storeys	Business 1 / Institutional	Commercial / Light Warehousing
SITE 3H	16 672sqm.	0.5 (8 336sqm.)	3 Storeys	Business 1 / Institutional	Commercial / Light Warehousing
SITE 3J	30 283sqm.	N/A	N/A	Transportation zone	Public Road

LEGEND

[Pattern]	Regional Mall
[Pattern]	Office precinct
[Pattern]	Private hospital
[Pattern]	Commercial / Light warehousing
[Pattern]	Value Retail
[Pattern]	Hotel
[Pattern]	Public Open Space

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KLERKSDORP X38

Land use plan

FIGURE 3

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3. TRANSPORTATION SYSTEM

3.1 Introduction

Klerksdorp Extension 38 is currently a vacant and undeveloped area on the southern side of the N12 route immediately east of the existing Klerksdorp urban area and forms part of a larger development area that straddles the N12 between Klerksdorp and Stilfontein.

Salient elements of the transportation system include the following:

- National road N12 and the planning of a future Klerksdorp ring road
- Provincial roads
- Municipal road network
- Railway lines
- PC Pelsier Airport
- Road-based public transport services.

3.2 National Road

The N12 national road forms the northern boundary of the application site and the township layout and conditions of establishment of the existing proclaimed township indicate two intersections on the N12 that provide access to the township.

During discussions with the South African National Roads Agency (SANRAL) it emerged that a ring road has been planned around Klerksdorp to deviate through traffic on the N12 national road around the Klerksdorp urban area. The application site falls within the area defined by the ring road, which has the following implications from a transportation planning and traffic engineering perspective:

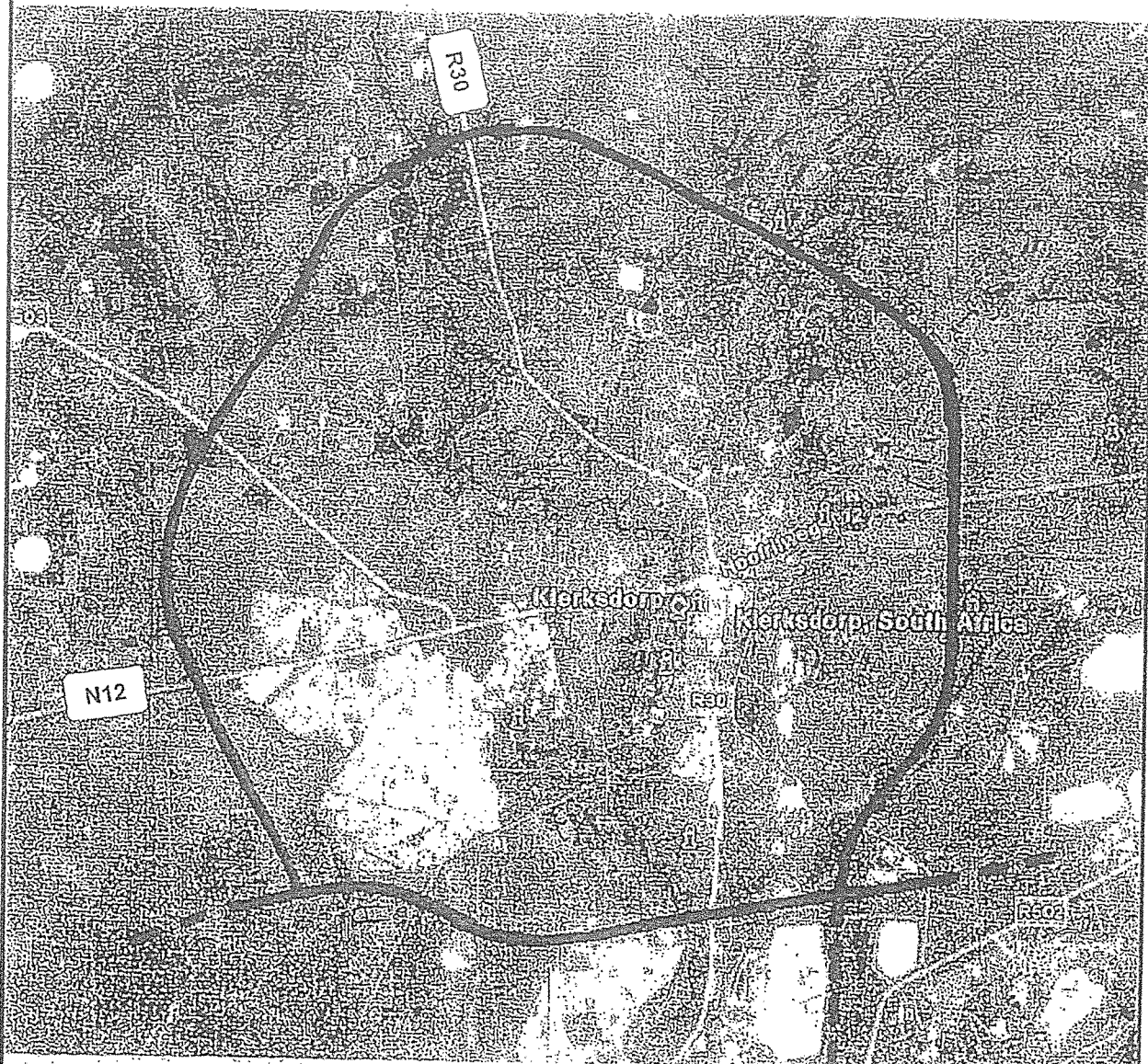
- i. The ring road will deviate traffic on the N12 away from the existing N12 road on the northern boundary of the site.
- ii. The ring road will enhance the accessibility of the proposed regional shopping centre and will alleviate the impact of the development in the long term.

The ring road is illustrated on Figure 5.

The proposed township layout provides for two intersections on the N12 plus a partial access to the township. The eastern intersection is retained, while it is proposed to convert the western intersection to a partial access. A new full intersection is proposed to the western part of the township. This intersection creates the opportunity of a link to the eastern parts of Klerksdorp, including Pienaarsdorp, Klerksdorp Technical High School, as well as the area south of the railway line such as Dawkinsville.

The intersection spacing is sufficient and the partial intersection contributes to reduce the impact of the development on the N12 without interfering with traffic signal progression.

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KLERKSDORP X38

Ring road on aerial photograph background

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FIGURE 5

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3.3 Provincial Roads

Klerksdorp is connected to surrounding towns by a network of provincial roads. A key plan of provincial roads and the planned ring road are illustrated on Figure 6. Klerksdorp and also the proposed Matlosana Mall regional shopping centre are linked to towns such as Potchefstroom, Stilfontein, Orkney, Leeudoringstad, Wolmaransstad and Hartebeesfontein by means of the provincial road network.

3.4 Klerksdorp Municipal Road Network

Provincial roads that converge on Klerksdorp form the major street network in the urbanised area. The two most important routes are the following:

- *Chris Hani Street / Kerk Street.* A grade separation interchange has been provided at the intersection of Chris Hani Street / Kerk Street and the N12
- *Platan Avenue.* Platan Avenue is a four lane road that forms a ring road in the Flamwood / Wilkoppie area north of the N12.

3.5 Access

Klerksdorp X38 currently has two access roads to the N12. An amendment of the township layout is proposed to relocate the access roads and to make provision for an additional partial access to the N12 to reduce the impact of the development on the two intersections of the access roads on the N12. A future road is proposed by the Municipality on the eastern side of the township. This road does not form part of the application and will be ignored in the traffic analysis. However, in the long term this road will provide additional access to the development and will alleviate the traffic on other accesses as well as on the N12.

3.6 Railway Lines

The Kimberley - Johannesburg railway line passes through Klerksdorp south of the site. However, the proposed development does not rely on any contribution by rail to accommodate the future traffic demand.

3.7 Airport

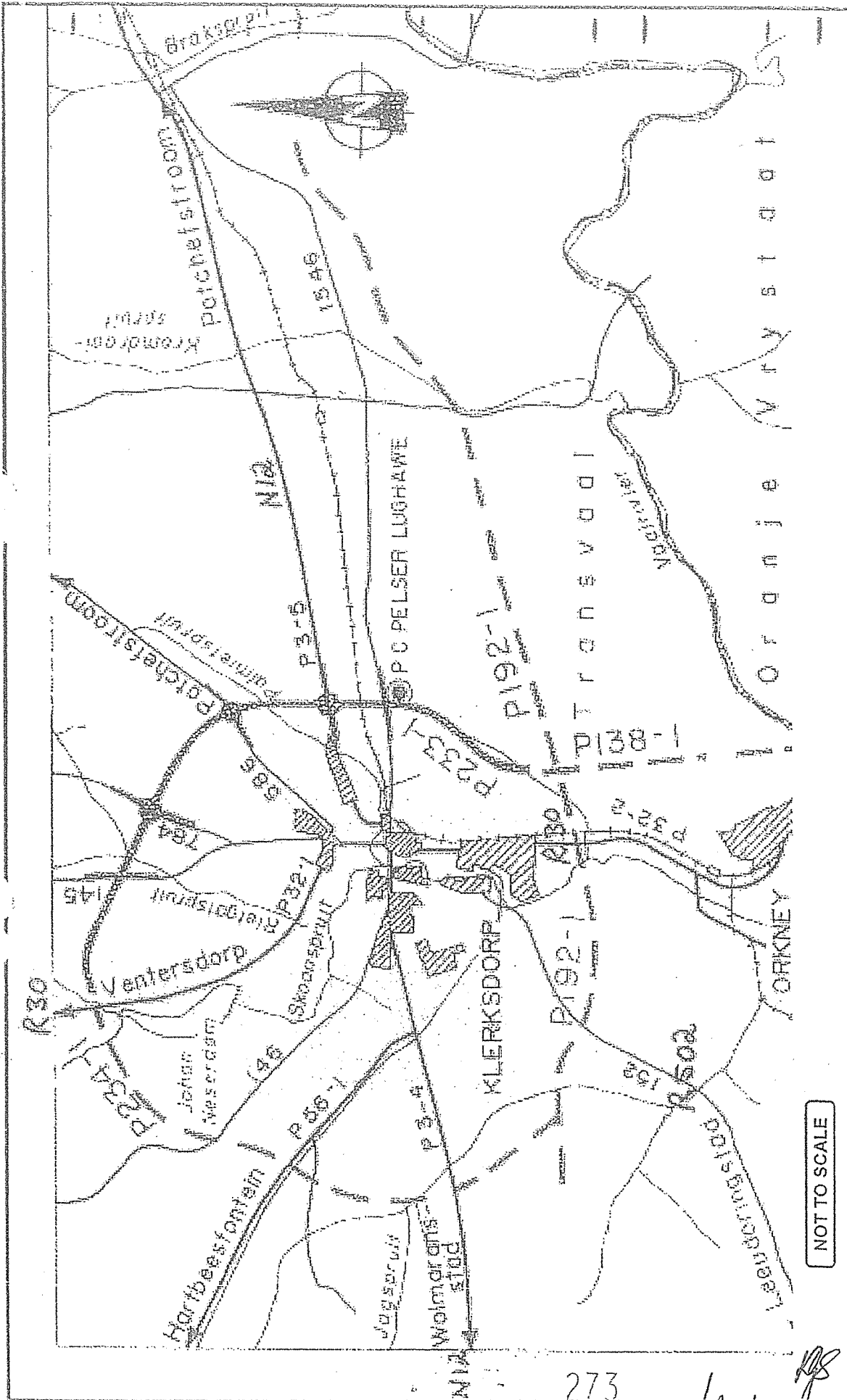
The PC Pelsers Airport is located immediately south of the site and railway line and may in future develop into an important component of the municipal spatial framework. As such, it will contribute to the exposure of the development to traffic within the urban area. The Municipality has planned a new road link that connects the N12 to the airport across the railway line.

3.8 Road-based Public Transport

Road-based public transport services already operate along the N12 and most major roads within the Municipality. A public transport terminus has also been developed in the vicinity of the CBD of Klerksdorp. Public transport plays an increasingly important role as a feeder service for patrons and employees of shopping centres and provision has been made for a public transport facility on the shopping centre site.

The public transport network and services will have to be expanded in due course with the implementation of the proposed development.

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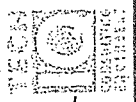


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Provincial road network and ring road

FIGURE 6

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4. TRAFFIC ANALYSIS

4.1 Period of Analysis

Land uses proposed for the rezoning of Klerksdorp Extension 38 can be classified into three land use categories in terms of the time period when peak traffic demand is expected, namely:

i. Weekday AM

Retail facilities experience only 20% of the PM peak traffic demand during the AM peak. The hotels, hospital, businesses and offices experience peak traffic demand during the AM peak period.

ii. Weekday PM

The weekday PM peak demand of the retail component, particularly on a Friday, is of significance. The hotels, businesses, offices and to some extent the hospital, experience the same demand during the PM as during the AM peak hour.

iii. Saturday

Retail experiences its highest demand on a Saturday. Offices, hotels, some businesses and the hospital experience a drastically reduced demand during the Saturday.

Traffic patterns derived from permanent traffic counts on the N12 between Klerksdorp and Stilfontein are attached in Annexure A.

The following can be concluded from the permanent traffic counts:

- The AM peak is lower and of shorter duration than the PM peak
- The Saturday peak is less than weekday peaks

It is concluded that it is sufficient to analyse the Friday PM and Saturday peak periods and that the combination of site traffic and the background traffic on the road network during the AM period will not be critical and does not require further assessment.

4.2 Horizon Year

The increase in trip generation as a result of the proposed rezoning exceeds 2000 peak hour trips and a ten year planning period with 2019 as horizon year is recommended in the *Manual for Traffic Impact Studies*.

It should be noted that the application site has extensive existing land use rights and that the impact of the rezoning application as such is much less than the total trip generation of the proposed land use rights. However, to assess the future operational conditions on the road network and to inform the current rezoning process, it was decided to assess the full future traffic demand without consideration to the traffic demand of the existing land use rights.

G. P. Runk



H. B. J. J.

4.3 Study Area

The study area includes the two intersections on the N12 that provide access to Klerksdorp Extension 38, the intersection on Platan Avenue and the N12, as well as the proposed partial intersection on the N12 that has been included in the township layout to reduce the traffic impact on the N12.

4.4 Traffic Counts

Existing traffic volumes on the road network were determined by means of traffic counts undertaken by independent service provider B Wijburg on Friday 30 October 2009 and Saturday 31 October 2009. It is important to assess the impact of a shopping centre on the end of the month Friday PM and Saturday peak periods and hence the specific dates for the traffic counts.

Peak hour traffic counts are illustrated on Figure 7.

4.5 Latent Rights

Existing land use rights of the proclaimed Klerksdorp Extension 38 allows a floor area of 481275m² of Industrial 1 land use plus 24054m² of Business 1 floor area. The estimated peak hour trip generation is tabulated below.

DESCRIPTION		FRIDAY PM PEAK HOUR			SATURDAY PEAK HOUR		
		IN	OUT	TOTAL	IN	OUT	TOTAL
Business (Shopping centre 24054 m ²)	Primary	568	568	1136	773	773	1546
	Pass-by	306	306	612	416	416	832
	TOTAL	874	874	1748	1189	1189	2378
Industrial [481275m ² @ 0.9/100m ² (75:25)]		3249	1083	4332	1083	1083	2166*
TOTAL	Primary	3817	1651	5468	1856	1856	3712
	Pass-by	306	306	612	416	416	832
	TOTAL	4123	1957	6080	2272	2272	4544

*Assume 50% of PM peak hour with 50:50 split. Also note that Industrial zoning allows land uses with much greater trip generation rates than industries.


4.6 Horizon Year Background Traffic Demand

Klerksdorp Extension 38 will result in significant traffic growth on the N12. Background traffic growth, over and above the application site, can be expected to be low and an annual growth rate of 2.0% p.a. has been applied for the ten year planning period.

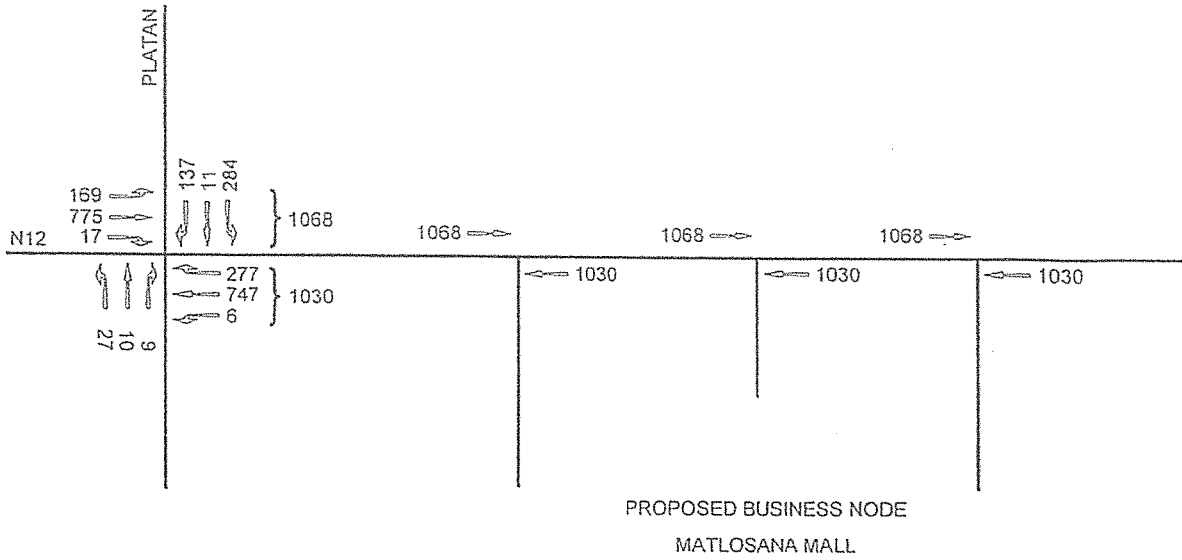
The 2019 horizon year background traffic volumes are illustrated on Figure 8.

KLERKSDORP EXTENSION 38

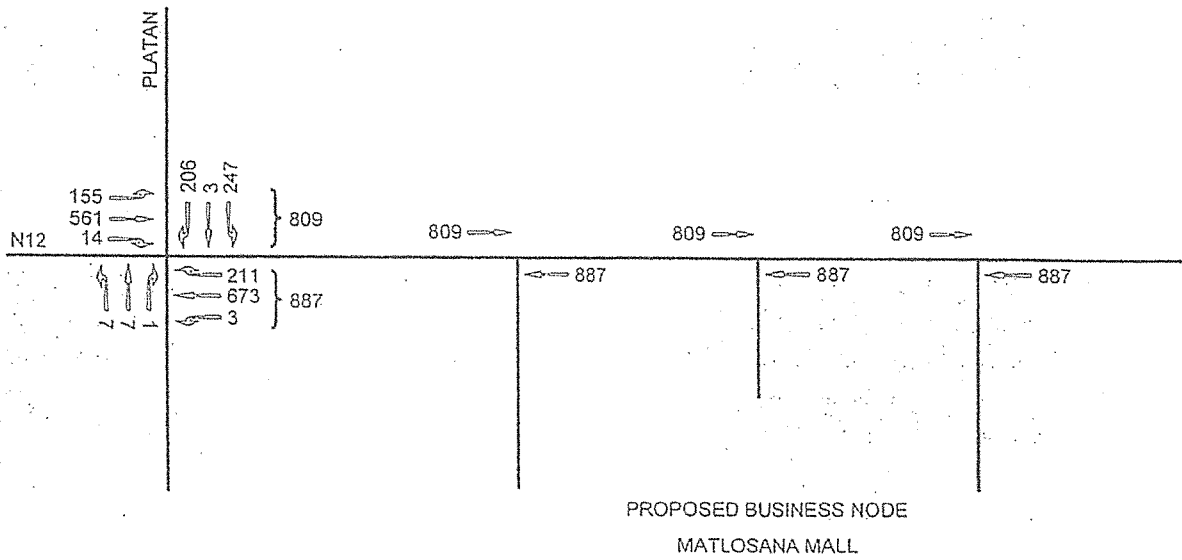
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FRIDAY PM PEAK HOUR: 30 OCTOBER 2009



SATURDAY PEAK HOUR: 31 OCTOBER 2009



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KLERKSDORP X38

Traffic counts
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FIGURE 7

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Studies by Zietsman (MEng Thesis, University of Pretoria) indicated that the trip generation of offices can be reduced by 1.0 trip / 100m² if the offices form part of a larger development that includes a significant retail component. This reduction has been applied in the analysis.

vi. Commercial / Light warehousing

	TRIPS / 100m ² GLA	DIRECTIONAL SPLIT
PM peak hour	1.5	60:40
Saturday *	0.75	50:50

* 50% of PM peak value

The trip generation rate of wholesale (1.5 peak hour trips / 100m² GLA) will be used. Note that the trip generation rate of warehousing (0.8 trips / 100m² GLA during peak hours is significantly less than the rate assumed for this zoning).

4.8 Trip Generation

DESCRIPTION		FRIDAY PM PEAK HOUR			SATURDAY PEAK HOUR		
		IN	OUT	TOTAL	IN	OUT	TOTAL
1A Shopping Centre	Primary	1039	1039	2079	1466	1466	2933
	Pass-by	560	560	1119	790	790	1579
	TOTAL	1599	1599	3198	2256	2256	4512
1B Light warehouse/Retail/Showrooms	Primary	99	99	198	99	99	198
	Satellite	44	44	88	44	44	88
	Pass-by	77	77	154	77	77	154
	TOTAL	220	220	440	220	220	440
1D Hotel (140 rooms)		43	35	78	20	20	39
1E Hotel (120 rooms)		37	30	67	17	17	34
2A Value Retail	Primary	145	145	290	145	145	290
	Satellite	64	64	129	64	64	129
	Pass-by	113	113	225	113	113	225
	TOTAL	322	322	644	322	322	644
2B Private hospital (200 beds)		231	189	420	85	85	170
3A, B & C Light warehouse/ Retail/Showroom	Primary	288	288	576	288	288	576
	Satellite	128	128	256	128	128	256
	Pass-by	224	224	448	224	224	448
	TOTAL	640	640	1279	640	640	1279
3D, E & F Offices		62	353	415	80	80	160
3G & H Commercial/Light warehousing		446	297	743	186	186	371
GRAND TOTAL	Primary	2390	2475	4865	2385	2385	4770
	Satellite	236	236	473	236	236	473
	Pass-by	973	973	1946	1203	1203	2406
	TOTAL	3600	3685	7284	3824	3824	7649

The calculation of the peak hour trip generation is illustrated in Annexure C.

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4.9 Trip Distribution

Information regarding origins and destinations of generated traffic in the expected trade area of the proposed regional shopping centre was obtained from the economic consultants. The anticipated distribution is tabulated below. It should be taken into consideration that the economic study is based on current demographic information and that the future development corridor along the N12 towards Stilfontein can be expected to increase the trip distribution towards the east in the horizon year of the traffic assessment.

ROUTE	Percentage
Platan Avenue	15%
N12 West of Platan Avenue	60%
N12 East (Stilfontein / Potchefstroom etc)	25%

The same trip distribution will be assumed for all land uses.

Pass-by trips are distributed according to the directional traffic demand on the N12.

4.10 Traffic Assignment

Traffic has been assigned to the intersections on the N12 that will provide access to the different components of the proposed development. The traffic assignment of the four development areas to the three accesses on the N12 is illustrated on Figure 9.

The assignment of primary trips is illustrated on Figure 10, while pass-by trips are shown on Figure 11.

4.11 Total Traffic Demand

Figure 12 shows the 2019 horizon year total traffic demand that is the combination of observed traffic volumes, background traffic growth and the traffic demand of Klerksdorp Extension 38.

The calculation of the traffic demand is illustrated in Annexure C. Annexure C includes a calculation of the traffic demand for the first phase of development that excludes the eastern part of the study area to the east of the eastern intersection on the N12.

4.12 Capacity Analysis

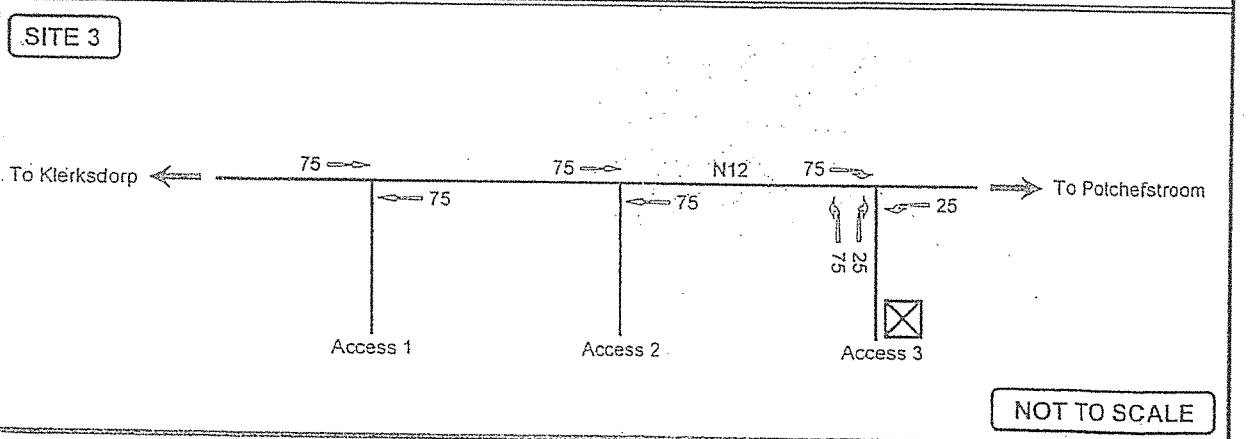
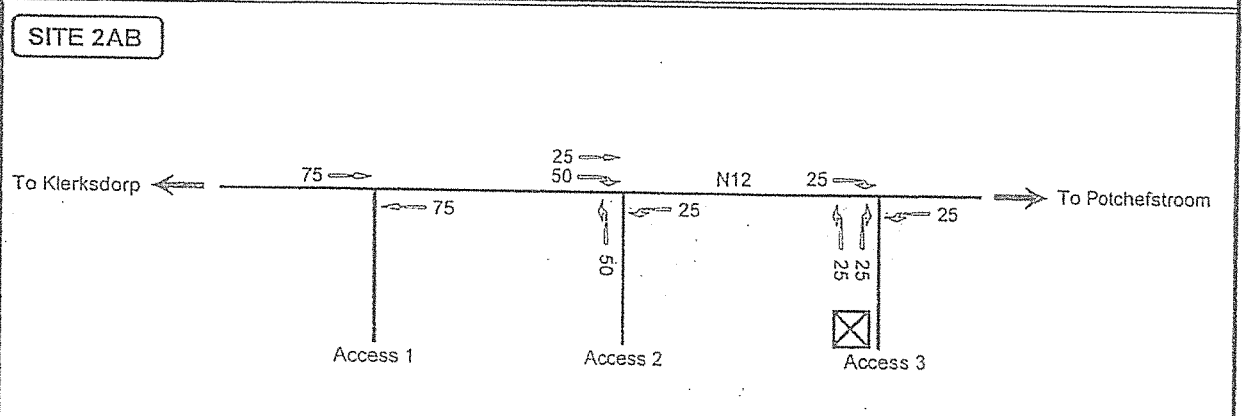
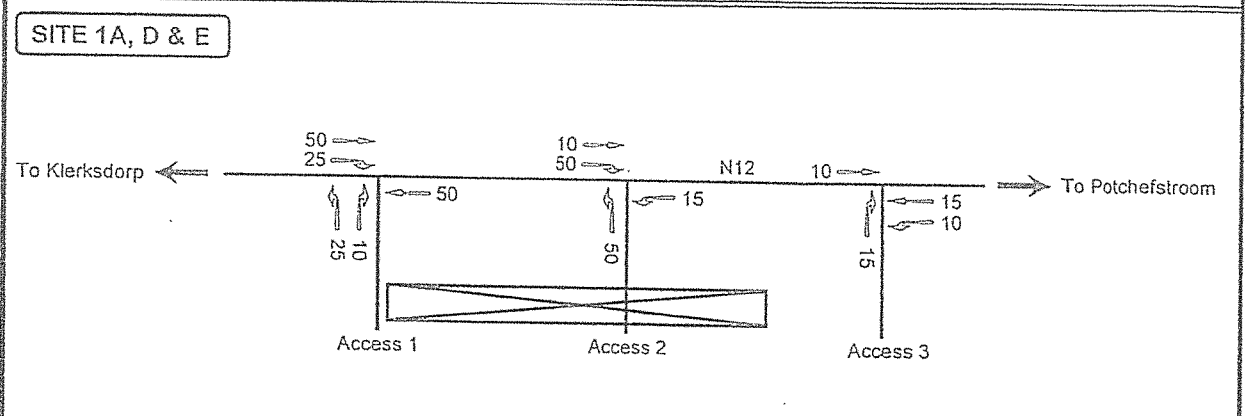
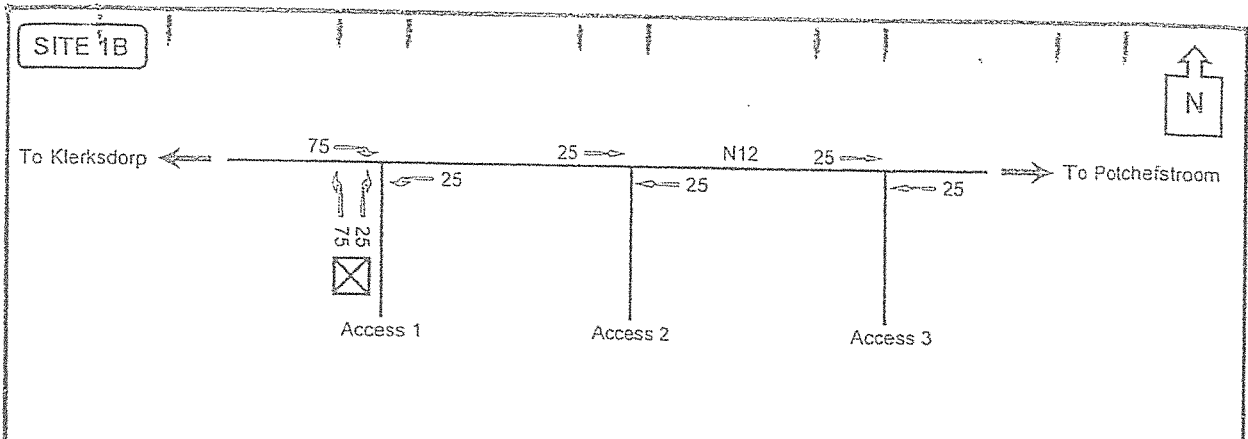
i. Methodology

Traffic at the intersection of Platan Avenue and the N12 is controlled by traffic signals. Two-way traffic volumes on the N12 already exceed 2000 vehicles per hour and it will not be possible to perform right turn egress manoeuvres from the township onto the N12 in an eastward direction under priority control. All intersections on the N12 will therefore require traffic signal control.

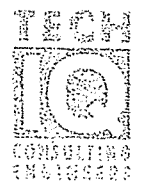
The sum of critical lane volume method provides a capacity analysis methodology for signalized intersections at the planning level and has been used in the capacity analysis. The volume:capacity (V/C) ratio is based on a total capacity of 1650 vehicles per hour on a critical lane basis. The capacity analysis is illustrated in Annexure C.



 A collection of handwritten signatures and stamps. On the left, there is a signature that appears to be 'P. J. ...'. To the right, there is a circular official stamp with some illegible text inside. Further right, there are more handwritten initials and signatures, including one that looks like 'JA' and another that is more complex.



NOT TO SCALE



KLERKSDORP X38

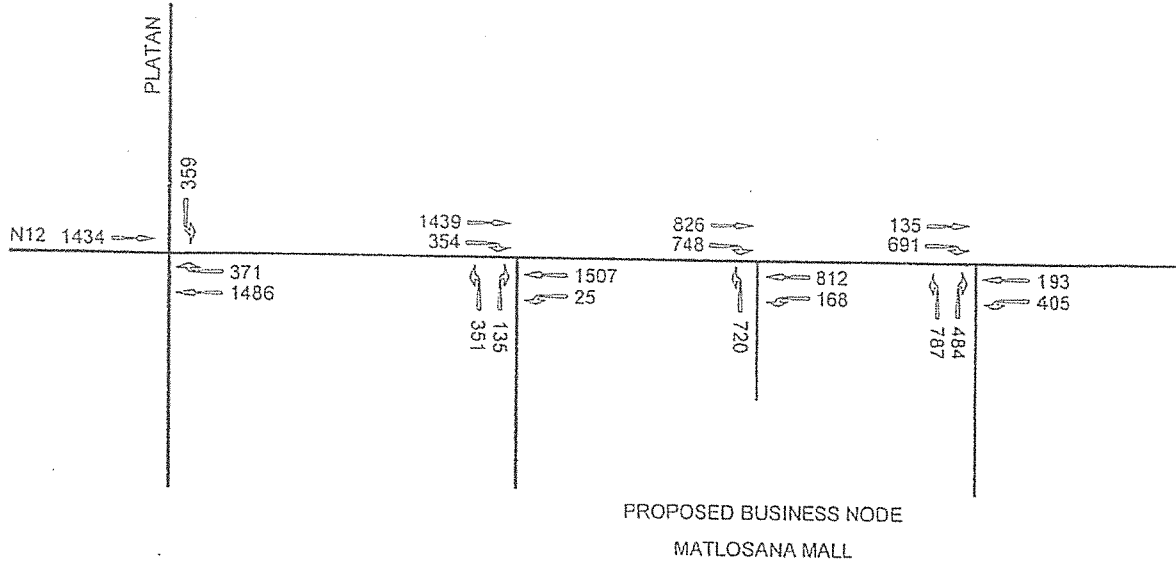
Matlosana Access traffic distribution

281

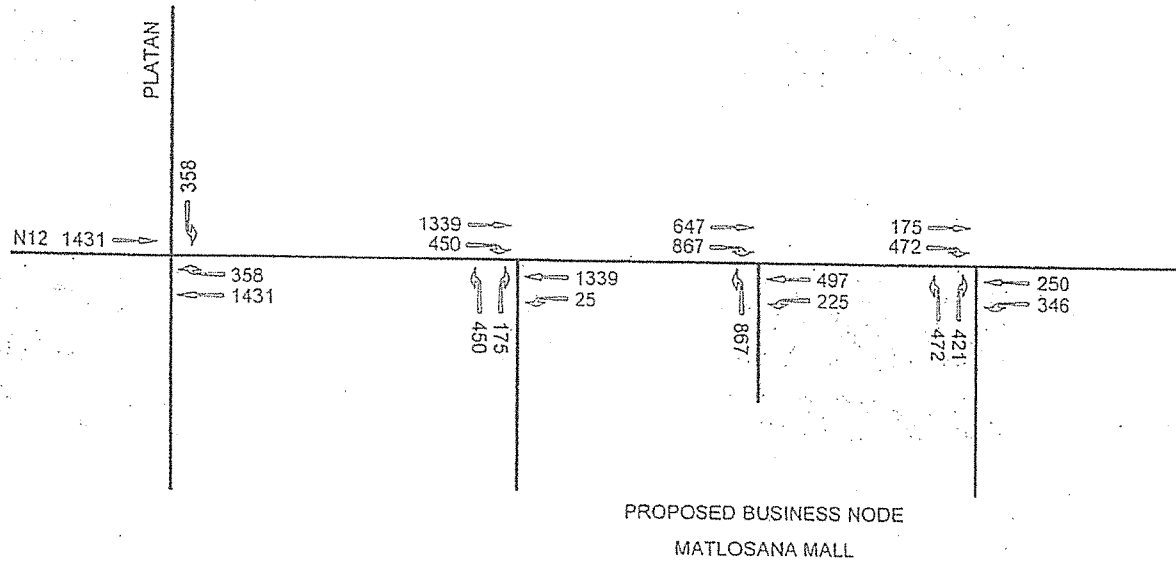
Handwritten signature and the text 'FIGURE 9'.

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FRIDAY PM PEAK HOUR



SATURDAY PEAK HOUR



NOT TO SCALE

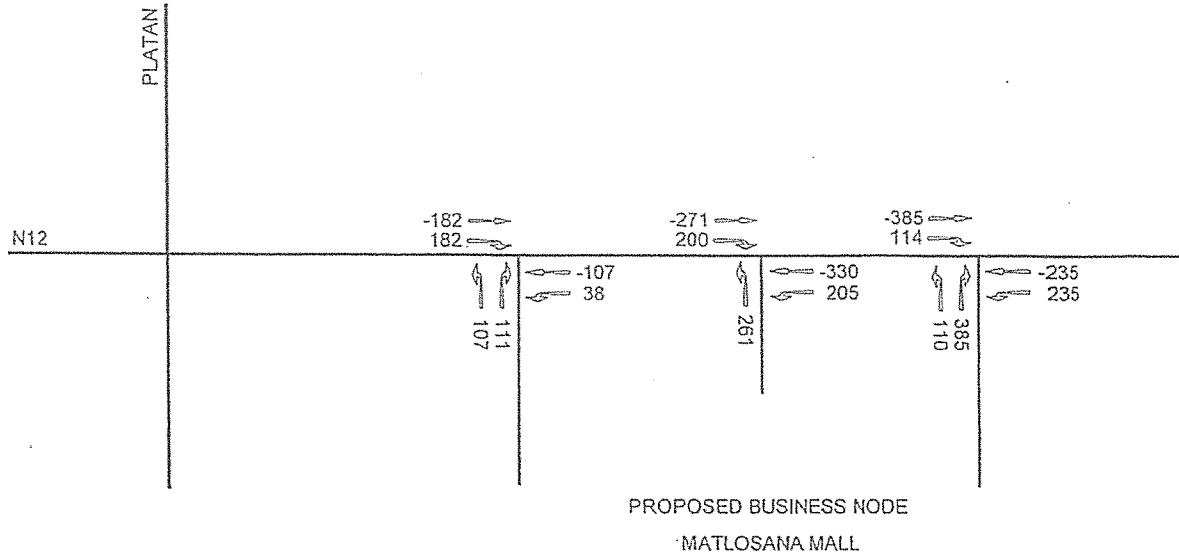


KLERKSDORP X38

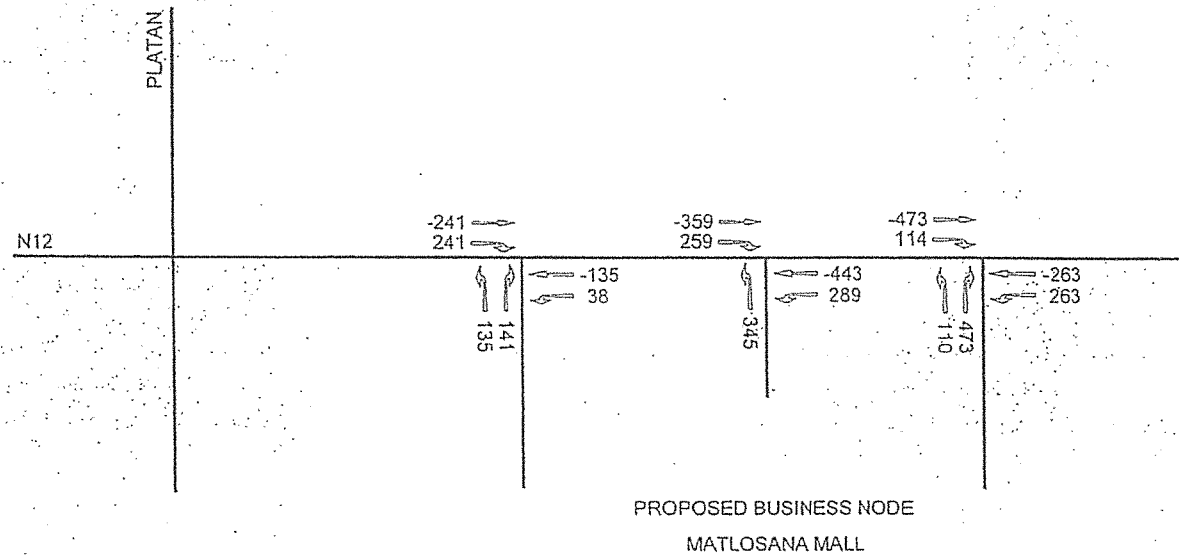
Primary trips
282

FIGURE 10
[Handwritten signatures and initials]

FRIDAY PM PEAK HOUR



SATURDAY PEAK HOUR



NOT TO SCALE



KLERKSDORP X38

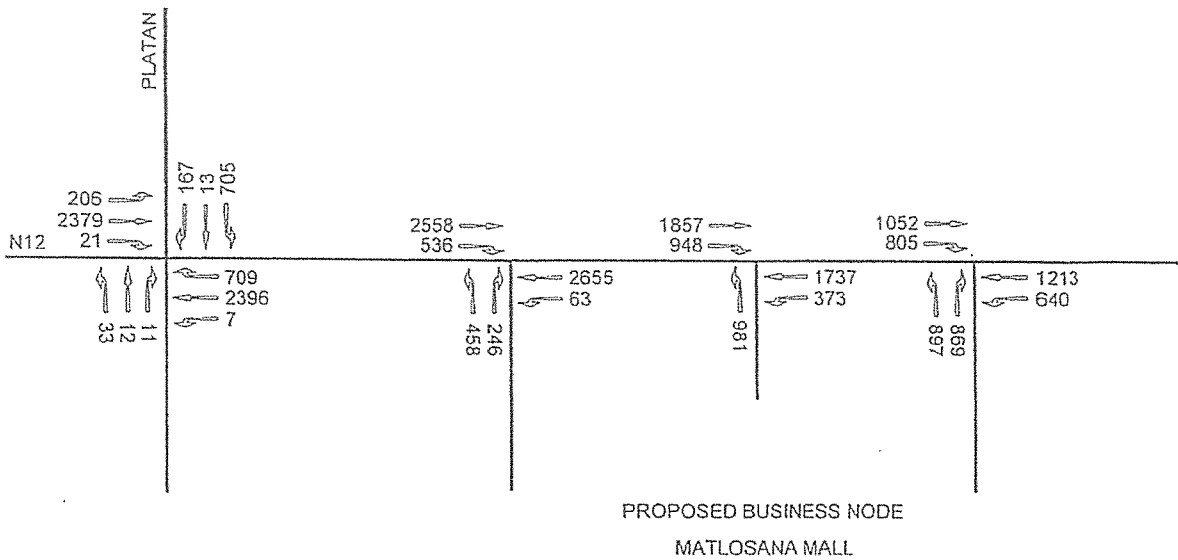
Pass-by trips
283

FIGURE 11

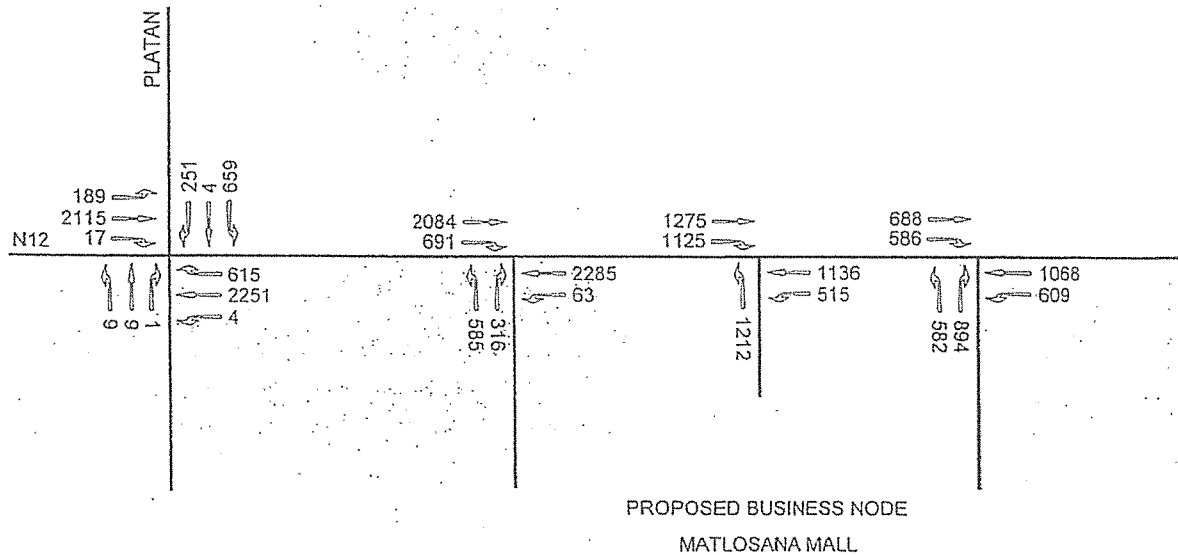
[Handwritten signatures and initials]

[Handwritten notes]

FRIDAY PM PEAK HOUR



SATURDAY PEAK HOUR



NOT TO SCALE

KLERKSDORP X38



2019 horizon year total traffic demand

284

FIGURE 12

[Handwritten signatures and initials]

The capacity analysis has been undertaken for both the Friday PM and Saturday peak hours for the 2019 projected total traffic demand and is discussed below for each of the intersections. The lane configuration is illustrated on Figure 13.

A separate capacity analysis is presented for a phased implementation and was undertaken for the N12 / Platan Avenue intersection and Intersection 3 of the township on the N12.

ii. *Intersection of Platan Avenue and N12*

This intersection requires the following improvements to accommodate the projected 2019 total traffic demand:

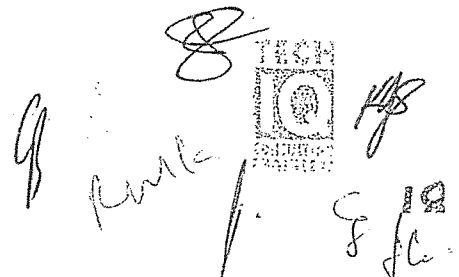
- Two exclusive left turn lanes on Platan Avenue northern approach
- Second right turn lane on the eastern approach of N12
- Left turn lane on the western approach of N12 to be converted to shared through and left turn lane. The additional lane is only required at the intersection and the existing two eastbound lanes are sufficient between Platan Avenue and Klerksdorp X38.

The sum of critical lane volumes is as follows for the Friday PM and Saturday peak hours respectively:

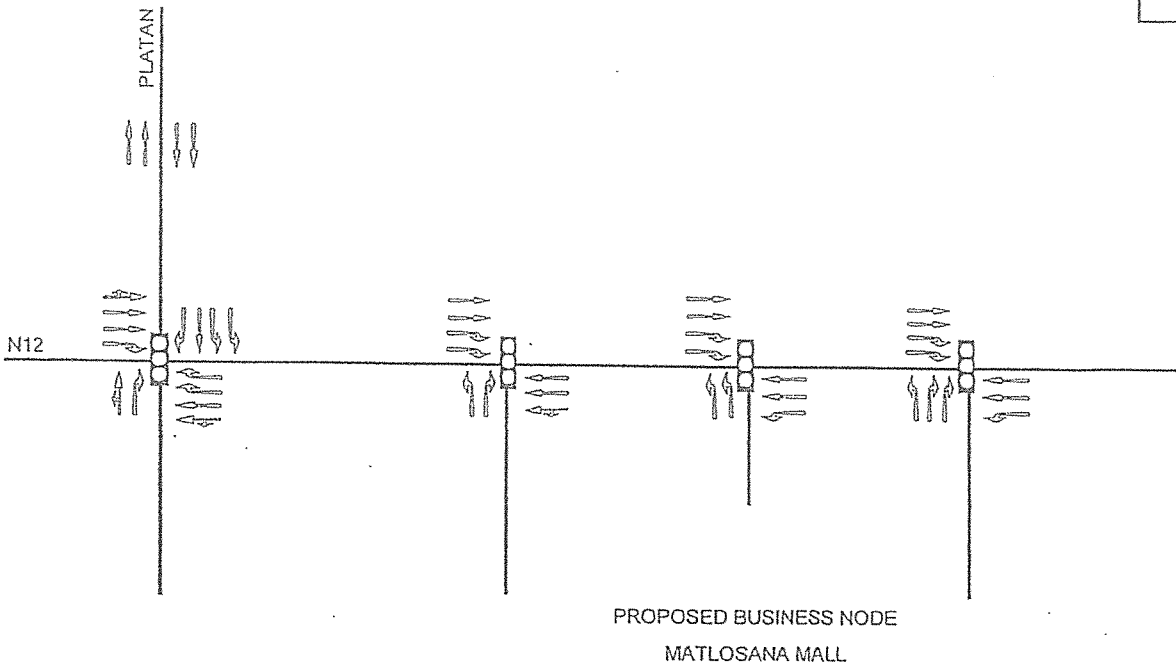
FRIDAY PM PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left and straight through from south	45	1	45
Left and straight through from east	2403	2	1202
Right from north	167	1	167
Right from west	21	1	21
TOTAL			1435
V/C			0.87

SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left and straight through from south	17	1	17
Left and straight through from east	2255	2	1128
Right from north	251	1	251
Right from west	17	1	17
TOTAL			1413
V/C			0.86

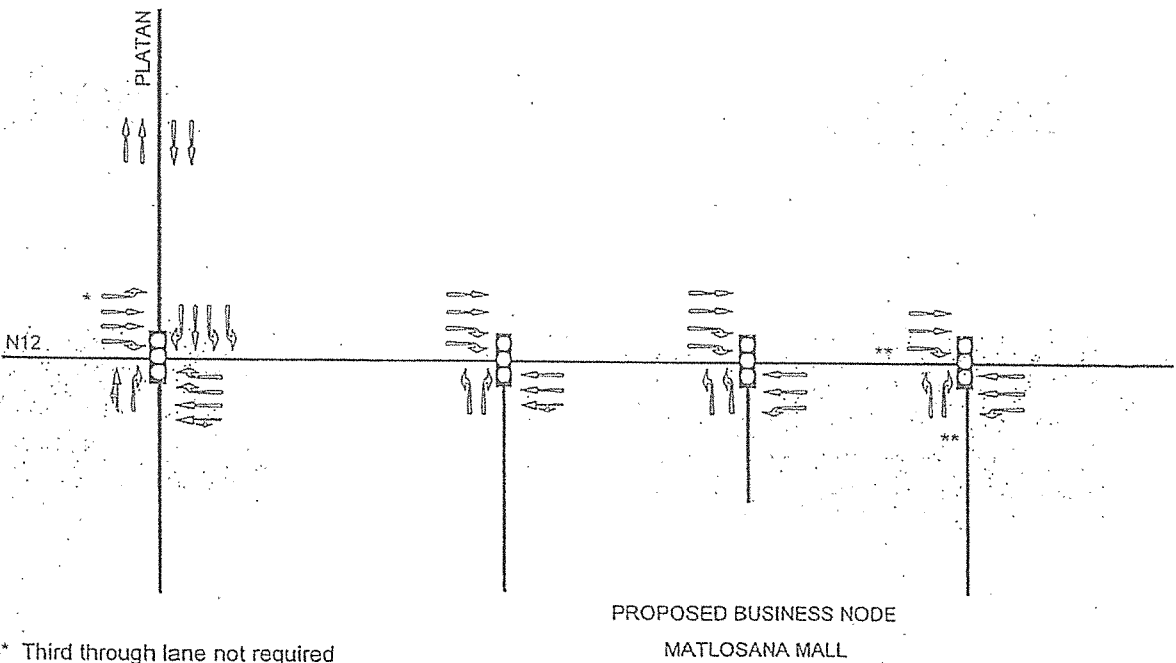
It is concluded that it is feasible to upgrade the intersection to accommodate the projected 2019 traffic demand.



FULL DEVELOPMENT: 2019 HORIZON YEAR

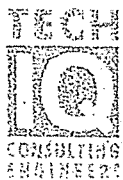


PHASE 1 DEVELOPMENT EXCLUDING AREA 3: 2019 HORIZON YEAR



- * Third through lane not required
- ** Second right turn lanes not required

NOT TO SCALE



KLERKSDORP X38

Proposed lane configuration
286

FIGURE 13

[Handwritten signatures and initials]

iii. Access 1 to Klerksdorp Extension 38 on N12

The major traffic demand at this access is from the west (towards Klerksdorp). The following traffic lanes are required to increase the capacity of the N12:

- Left turn and exclusive right turn lane on access from the south
- Additional traffic lane on eastern approach of N12 to accommodate shared through and left turn traffic
- Dual right turn lanes from the west on the N12 into the application site.

The capacity analysis is tabulated below.

FRIDAY PM PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Right turn from south	246	1	246
Straight through from west	2558	2	1279
TOTAL			1525
V/C			0.92

SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Right turn from south	316	1	316
Left and straight through from east	2348	3	782
Right turn from west	691	2	345
TOTAL			1443
V/C			0.87

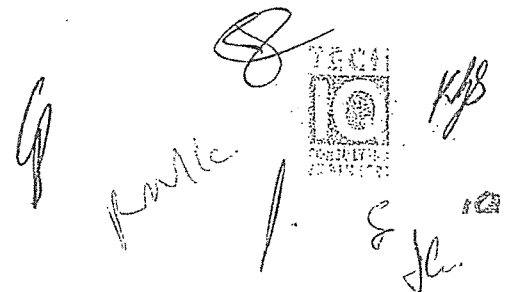
It is concluded that the access can conveniently accommodate the projected 2019 total traffic demand provided that traffic signals be installed and appropriate turning lanes be constructed.

iv. Access 2 on N12 (Partial intersection)

The partial intersection that provides access to the Matlosana Mall requires the following improvements:

- Exclusive left turn lane on eastern approach of N12
- Dual left turn egress lanes from development
- Dual right turn inbound lanes on western approach of N12.

FRIDAY PM PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left turn from south	981	2	490
Straight through from east	1737	2	869
TOTAL			1359
V/C			0.82



SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left turn from south	1212	2	606
Straight through from east	1136	2	568
TOTAL			1174
V/C			0.71

It is concluded that the partial intersection can accommodate a major portion of the traffic demand of the proposed Matlosana Mall and that the intersection will operate satisfactorily.

v. *Access 3 on N12*

The eastern access to Klerksdorp Extension 38 carries high traffic volumes as a result of the significant percentage of traffic from the east (Potchefstroom) as well as the high traffic demand of business developments on the eastern part of the township:

The following turning lanes are required:

- Single left turn and dual right turn lanes on the southern approach
- Exclusive left turn lane on N12 from the east (also acts as deceleration lane)
- Dual right turn lanes on western approach of N12.

FRIDAY PM PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left turn from south	897	1	897
Straight through from east	1213	2	607
TOTAL			1504
V/C			0.91

SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Right turn from south	894	2	447
Straight through from east	1068	2	534
Right turn from west	586	2	293
TOTAL			1274
V/C			0.77

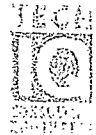
It is concluded that improvements at the proposed eastern intersection that provides access to Klerksdorp X38 will be able to accommodate the projected 2019 total traffic demand.

4.13 Phased Implementation

This section deals with a phased implementation where the first phase of the development is limited to the Matlosana Mall and other developments to the west of the eastern intersection

KLERKSDORP EXTENSION 38

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G. Klerksdorp

JA

on the N12. The traffic demand therefore excludes the Area 3 development in the eastern portion of the township.

i. Intersection of Platan Avenue and N12

For the phased development this intersection requires the following improvements to accommodate the projected 2019 total traffic demand:

- Two exclusive left turn lanes on Platan Avenue northern approach
- Second right turn lane on the eastern approach of N12

The upgrading of the western approach that is required for the full development is not necessary for Phase 1.

The sum of critical lane volumes is as follows for the Friday PM and Saturday peak hours respectively:

FRIDAY PM PEAK HOUR (PHASE 1)			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left and straight through from south	45	1	45
Straight through from west	1901	2	951
Right from north	167	1	167
Right from east	568	2	284
TOTAL			1447
V/C			0.88

SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Left and straight through from south	17	1	17
Straight through from west	2115	2	1057
Right from north	251	1	251
Right from east	615	2	307
TOTAL			1633
V/C			0.99

It is concluded that a phased development does not require the full upgrading of the intersection and the first phase can be developed without the need to upgrade the western approach of the intersection.

ii. Access 3 on N12

The traffic demand at the eastern access, Access 3, will be drastically reduced if the area to the east thereof is not developed.

The following turning lanes are required:

- Single left turn and dual right turn lanes on the southern approach

Handwritten signatures and stamps:
 - Large handwritten signature: *G.M.M.C.*
 - Stamp: **TECH** logo with a circular emblem.
 - Other handwritten initials: *J.S.*, *19*, and a large *g*.

- Exclusive left turn lane on N12 from the east (also acts as deceleration lane)
- Right turn lane on western approach of N12.

FRIDAY PM PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Right turn from south	520	1	520
Straight through from east	1323	2	662
Right turn from west	94	1	94
TOTAL			1276
V/C			0.77

SATURDAY PEAK HOUR			
TRAFFIC STREAM	DEMAND	LANES	CRITICAL LANE VOLUME
Right turn from south	642	1	642
Straight through from east	1178	2	589
Right turn from west	58	1	58
TOTAL			1288
V/C			0.78

It is concluded that for the first phase of the development, the improvements at the proposed eastern intersection that provides access to Klerksdorp X38 may be reduced by eliminating the second right turn lanes on both the western approach of the N12 and the southern approach of the access road to the site.

KLERKSDORP EXTENSION 38

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Handwritten signatures and initials:
 [Signature] [Signature] [Signature]
 [Stamp] [Signature]

5. ANCILLARY TRANSPORTATION ASPECTS

5.1 *Pedestrians and Public Transport*

No pedestrians or public transport stops should be allowed on the N12.

The Site Development Plan provides for on-site public transport infrastructure and paved pedestrian walkways should facilitate pedestrian movement within the township and its components.

5.2 *Parking*

On-site parking must be provided according to the Town Planning Scheme. Provision should be made for a rational parking design to benefit from the various land uses within the township. There is potential for shared parking between land uses that experience peak parking accumulation at different times of day or days of the week. (Examples are the hotels, offices and retail facilities).

5.3 *Loading*

Sufficient on-site loading facilities must be provided and care should be taken to minimize the conflict between pedestrians and large goods delivery vehicles.

5.4 *Access*

It is recommended that the existing two intersections on the N12 that provide access to Klerksdorp X38 be replaced by two intersections plus a partial intersection to reduce the impact of the development on the N12.

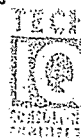
5.5 *Road Network*

The internal road network can be expected to carry high traffic volumes and provision must be made within the road reserve to accommodate two traffic lanes per direction at least up to the first intersection that provides access to the adjacent developments. Care should be taken that the road network in Klerksdorp X38 can be connected to the existing eastern part of Klerksdorp to create a municipal road link from the west to the township, particularly the Matlosana Mall.

5.6 *Ring Road*

A ring road system has been planned for Klerksdorp. Klerksdorp X38 forms part of a larger development project that extends along the N12 to Stilfontein.

It is recommended that the planning of the larger area should take the planned ring road into consideration.



Handwritten signatures and initials, including 'HB', 'G', 'JA', and 'S', along with the date '19'.

6. RECOMMENDATION

Based on a site visit, perusal of the Site Development Plan for Klerksdorp X38, including the 60000m² GLA Matlosana Mall regional shopping centre, traffic counts, including permanent traffic counts on the N12, consideration of the strategic long term planned road network, a traffic analysis and capacity analysis of intersections within the study area, it is concluded that the 2019 horizon year projected total traffic demand can be accommodated by the proposed road layout.

From a traffic engineering point of view it is recommended that the proposed rezoning of Klerksdorp X38 be granted. The report provides detail on the amendment of the access arrangements along the N12, as well as the road improvements that are necessary to accommodate the projected traffic demand.

Continued growth in Klerksdorp and particularly the development corridor between Klerksdorp and Stilfontein will have an impact on the N12 national road in the long term and it is recommended that the development planning of Klerksdorp and the spatial development framework should incorporate the ring road around Klerksdorp that had previously been proposed by the provincial authority.

Handwritten signatures and stamps:
A large handwritten signature, possibly "Klink", is written across the bottom right.
Below it are several smaller handwritten initials and signatures, including "P.", "S.", "IG", and "JG".
A rectangular stamp is visible, containing the text "TECHNICAL" and "CONSULTING ENGINEERS".

ANNEXURE A

Traffic counts

2013

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19

TRAFFIC HIGHLIGHTS OF SITE 1030			
1.1	Site Identifier		1030
1.2	Site Name		Stilfontein East
1.3	Site Description	Between Klerksdorp and Potchefstroom	
1.4	Road Description	Route : N012 Road : N012 Section : 16 Distance : 22.5km	
1.5	GPS Position	26 52 59.7E -26 48 34.0S	
1.6	Number of Lanes		4
1.7	Station Type		Permanent
1.8	Requested Period	2009/01/01 - 2009/12/31	
1.9	Length of record requested (hours)		8760
1.10	Actual First & Last Dates	2009/01/01 - 2009/09/07	
1.11	Actual available data (hours)		5977
1.12	Percentage data available for requested period		68.2
		To Potchefstroom	To Klerksdorp
2.1	Total number of vehicles	1539291	1536628
2.2	Average daily traffic (ADT)	6181	6170
2.3	Average daily truck traffic (ADTT)	773	760
2.4	Percentage of trucks	12.5	12.3
2.5	Truck split % (short:medium:long)	37 : 17 : 46	37 : 18 : 45
2.6	Percentage of night traffic (20:00 - 06:00)	11.3	12.4
3.1	Speed limit (km/hr)		120
3.2	Average speed (km/hr)	111.4	113.3
3.3	Average speed - light vehicles (km/hr)	115.3	116.7
3.4	Average speed - heavy vehicles (km/hr)	84.0	89.0
3.5	Average night speed (km/hr)	106.6	110.0
3.6	15th centile speed (km/hr)	91.7	93.7
3.7	85th centile speed (km/hr)	129.9	129.9
3.8	Percentage vehicles in excess of speed limit	30.3	33.4
4.1	Percentage vehicles in flows over 600 vehicles/hr	7.9	8.8
4.2	Highest volume on the road (vehicles/hr)		2009/08/07 17:00:00
4.3	Highest volume in the East (vehs/hr)		2009/05/03 17:00:00
4.4	Highest volume in the West (vehs/hr)		2009/08/07 17:00:00
4.5	Highest volume in a lane (vehicles/hr)		2009/08/07 17:00:00
4.6	15th highest volume on the road (vehicles/hr)		2009/03/27 17:00:00
4.7	15th highest volume in the East direction (vehs/hr)		2009/01/04 16:00:00
4.8	15th highest volume in the West direction (vehs/hr)		2009/06/12 18:00:00
4.9	30th highest volume on the road (vehicles/hr)		2009/07/17 17:00:00
4.10	30th highest volume in the East direction (vehs/hr)		2009/05/31 18:00:00
4.11	30th highest volume in the West direction (vehs/hr)		2009/06/12 16:00:00
5.1	Percentage of vehicles less than 2s behind vehicle ahead	7.0	7.5
6.1	Total number of heavy vehicles	192479	189200
6.2	Estimated average number of axles per truck	4.8	4.8
6.3	Estimated truck mass (Ton/truck)	27.7	27.7
6.4	Estimated average E80/truck	1.6	1.6
6.5	Estimated daily E80 on the road		2485
6.6	Estimated daily E80 in the East direction		1250
6.7	Estimated daily E80 in the West direction		1235
6.8	Estimated daily E80 in the worst East lane		1204
6.9	Estimated daily E80 in the worst West lane		1192
6.10	ASSUMPTION on Axles/Truck (Short:Medium:Long)		(2.0 : 5.0 : 7.0)
6.11	ASSUMPTION on Mass/Truck (Short:Medium:Long)		(10.9 : 31.5 : 39.8)
6.12	ASSUMPTION on E80s/Truck (Short:Medium:Long)		(0.6 : 2.5 : 2.1)

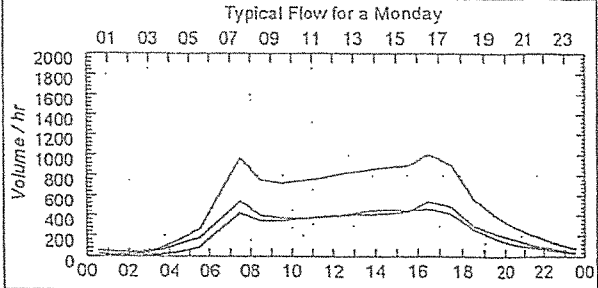
[Handwritten signatures and notes]
 1
 193
 Jc.

Typical Week Volume Report

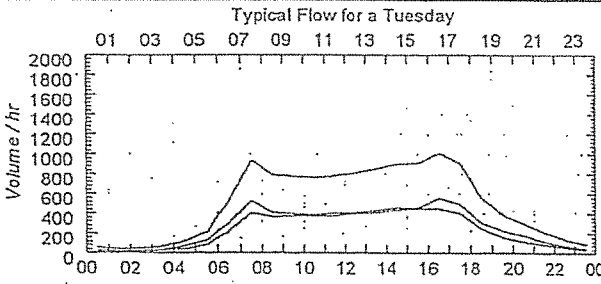
Site : 1030 - Stilfontein East
 Region : North West
 Actual Period : 2009/01/01 to 2009/09/07
 Classification : RSA Ext Lgt/Hvy
 Day Type : Normal Day&Fixed Public Holiday+

	Total		Total
	To Potchefstroom		Light
	To Klerksdorp		Heavy

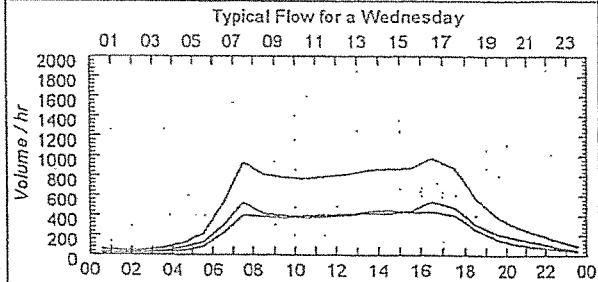
Typical Flow for a Monday



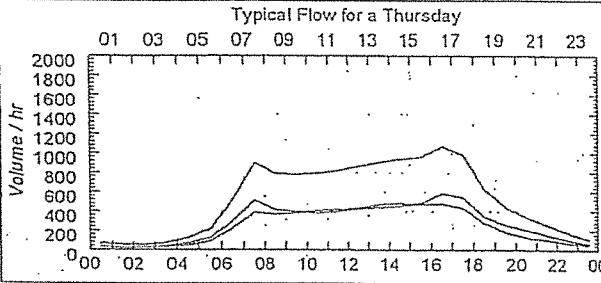
Typical Flow for a Tuesday



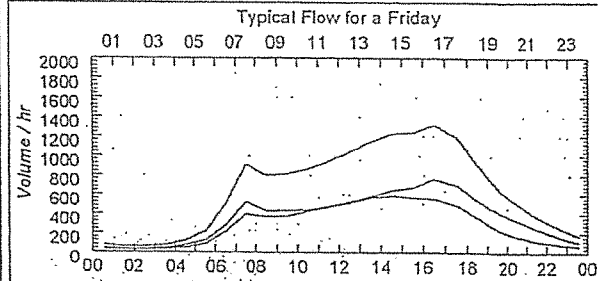
Typical Flow for a Wednesday



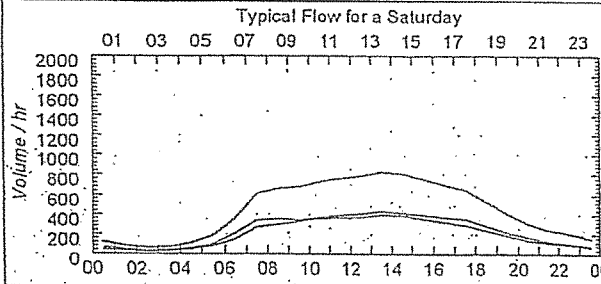
Typical Flow for a Thursday



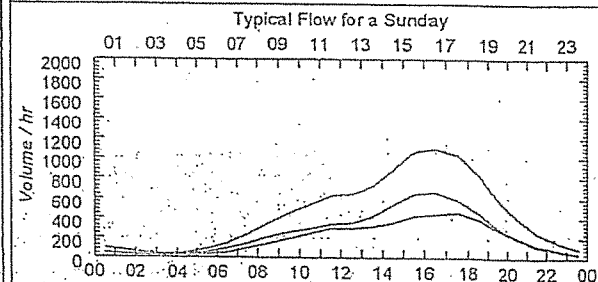
Typical Flow for a Friday



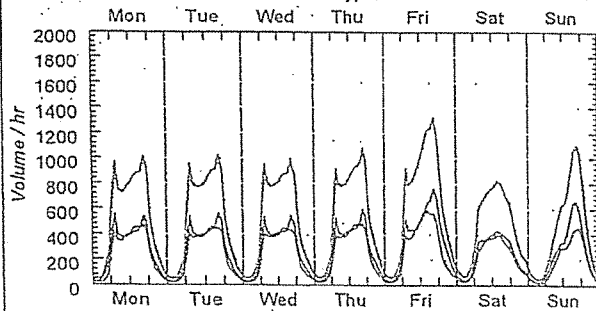
Typical Flow for a Saturday



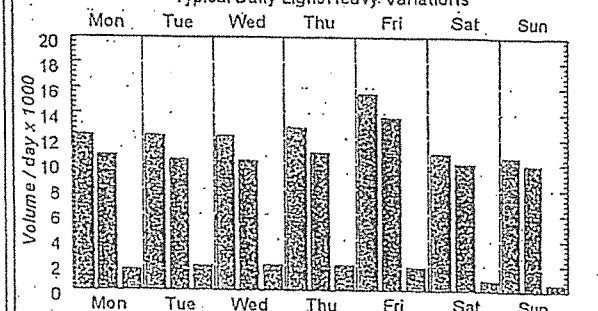
Typical Flow for a Sunday



Flow for a typical week



Typical Daily Light/Heavy Variations



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 Route: KPS
 199
 E. J. de...
 [Signature]

ANNEXURE B

Retail related trip generation

296

1

pink
1

1/2

20
Jc.

ANNEXURE B

RETAIL RELATED TRIP GENERATION

ITE LAND USE CODE 812: BUILDING MATERIALS AND LUMBER STORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	67:33	2.80
PM peak hour of adjacent street	47:53	4.83
ITE LAND USE CODE 813: FREE STANDING DISCOUNT SUPERSTORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	51:49	1.98
PM peak hour of adjacent street	49:51	4.17
ITE LAND USE CODE 815: FREE STANDING DISCOUNT STORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	68:32	0.90
PM peak hour of adjacent street	50:50	5.45
ITE LAND USE CODE 816: HARDWARE / PAINT STORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	NA	1.14
PM peak hour of adjacent street	47:53	5.21
ITE LAND USE CODE 823: FACTORY OUTLET CENTRE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	73:27	0.72
PM peak hour of adjacent street	47:53	2.46
ITE LAND USE CODE 849: TYRE SUPERSTORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	65:35	1.44
PM peak hour of adjacent street	47:53	2.27
ITE LAND USE CODE 862: HOME IMPROVEMENT SUPERSTORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	54:46	1.29
PM peak hour of adjacent street	47:53	2.64
ITE LAND USE CODE 863: ELECTRONIC SUPERSTORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	53:47	3.72
PM peak hour of adjacent street	49:51	4.84
ITE LAND USE CODE 890: FURNITURE STORE		
PERIOD	SPLIT (IN:OUT)	RATE (100m ² GLA)
AM peak hour of adjacent street	69:31	0.18
PM peak hour of adjacent street	45:55	0.50

297

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ANNEXURE C

Calculations

298

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TRIP GENERATION KLERKSP...

Area and Land Use	Trip type	Size	Unit	Friday			Saturday				
				Rate	Split	Total	In	Out	Total		
1A. Shopping Centre	Primary	60000 m ²		0.65		1039	1039	2079	1466	1466	2933
	Pass-by			0.35		560	560	1119	790	790	1579
	Total			5.33	50 : 50	1599	1599	3198	2256	2256	4512
1B. Light warehouse / Retail / Showrooms	Primary	11000 m ²		0.45		99	99	198	99	99	198
	Satellite			0.20		44	44	88	44	44	88
	Total			0.35		77	77	154	77	77	154
1D. Hotel (10090m ²)		140 rooms		4.00	50 : 50	220	220	440	220	220	440
		120 rooms		0.56	55 : 45	43	35	78	20	20	39
	Total			0.56	55 : 45	37	30	67	17	17	34
1E. Hotel (5088m ²)	Primary	16094 m ²		0.45		145	145	290	145	145	290
	Satellite			0.20		64	64	129	64	64	129
	Total			0.35		113	113	225	113	113	225
2A. Value Retail				4.00	50 : 50	322	322	644	322	322	644
				2.1	55 : 45	231	189	420	85	85	170
	Total			0.45		288	288	576	288	288	576
2B. Private Hospital (10284m ²)	Primary	31978 m ²		0.20		128	128	256	128	128	256
	Satellite			0.35		224	224	448	224	224	448
	Total			4.00	50 : 50	640	640	1279	640	640	1279
3D, E&F. Offices		31919 m ²		1.30	15 : 85	62	353	415	80	80	160
		49528 m ²		1.50	60 : 40	446	297	743	186	186	371
	Total					2390	2475	4865	2385	2385	4770
3G&H. Commercial / Light warehousing	Primary					236	236	473	236	236	473
	Satellite					973	973	1946	1203	1203	2406
	Total					3600	3685	7284	3824	3824	7649
Grand Total											

299

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Total traffic demand: Klerksdorp Ext 38: Friday PM peak hour

Intersection	Approach	Turn	2019 Counts		1A,D&E			2A&B			3			Primary trips			Pass-by			Site total	Total demand	Lanes / lane	Demand / lane	Critical: A	Critical: B	V/C	
			Count	BG	In	Out	In	Out	In	Out	In	Out	In	Out	1B	1ADE	2AB	3	Total								
N12 / Platan Ave	South	Left	27	33											0					0	33	1	45	45	45		
		Straight	10	12											0					0	12						
		Right	9	11											0					0	11	1	11				
	East	Left	6	7											0					0	7	2	1202			1202	
		Straight	747	911	60	60					60	60			1486					0	1486	2396					
		Right	277	338	15	15					15	15			371					0	371	709	2	355	355		
	North	Left	284	346	15	15									359					0	359	705	2	352			
		Straight	11	13											0					0	13		13				
		Right	137	167											0					0	167		167		167	167	
West	Left	169	206											0					0	206		862		862			
	Straight	775	945	60	60					60	60			1434					0	1434	2379	3	862	862			
	Right	17	21											0					0	21		21		21	21		
N12 / Access 1	South	Left		0	75		25							351					107	458	458	1	458		1428	1435	0.87
		Right		0	25		10							135					111	246	246	1	246		246	246	
	East	Left		0	25									25					38	63	63	3	906		906		
		Straight	1030	1256				50			75	75		1507					-107	1400	2655						
	West	Straight	1068	1302				50			75	75		1439					-182	1257	2558	2	1279			1279	
		Right		0	75		25							354					182	536	536	2	268		268		
N12 / Access 2	South	Left		0			50				50			720					261	981	981	2	490		1420	1525	0.92
		Right		0										168					205	373	373	1	373		490	490	
	East	Straight	1030	1256	25				25					812					-330	482	1737	2	869		869	869	
		Right	1068	1302	25									826					-271	555	1857	2	929				
	West	Straight		0			50		50					748					200	948	948	2	474		474		
		Right		0																			2	474		1342	1359
N12 / Access 3	South	Left		0						25				787					110	897	897	1	897		1342	1359	0.82
		Right		0										484					110	897	897	1	897		1342	1359	0.82
	East	Left		0				15						405					114	869	869	2	434		434		
		Right		0										193					110	640	640	1	640		640		
	West	Straight	1030	1256	25				25					135					-110	-42	1213	2	607		607	607	
		Right	1068	1302	25									691					-114	-250	1052	2	526				
TRIPS					99	99	1119	1105	376	334	796	938		154	1120	226	448								1443	1504	0.91

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 - A signature that appears to be 'Mark' or similar.
 - Other illegible handwritten marks and initials.

Total traffic demand: Klerksdorp Ext 38: Saturday peak hour

Intersection	Approach	Turn	2019 BG		1B		1A,D&E		2A&B		3			Primary trips			Pass-by			Site total	Total demand	Lanes /lane	Critical A	Critical B	V/C		
			In	Out	In	Out	In	Out	In	Out	In	Out	1B	1ADE	2AB	3	1B	1ADE	2AB							3	Total
N12 / Platan Ave	South	Left	7	9											0					0	9	1	17	17			
		Straight	7	9											0					0	9	1	1				
		Right	1	1											0					0	1	2	1128	1128			
	East	Left	3	4											0					0	4	2					
		Straight	673	820	60	60									1431					1431	2251	2	307	307			
		Right	211	257	15	15									358					358	659	2	329				
North	Left	247	301	15	15									358					358	659	2						
	Straight	3	4											0					0	4	1	4					
	Right	206	251											0					0	251	1	251	251				
West	Left	155	189											0					0	189	3	768	768				
	Straight	561	684	60	60									1431					1431	2115	2						
	Right	14	17											0					0	17	1	17	17				
N12 / Access 1	South	Left		0	75	25								450					135	585	1	585					
		Right		0	25	10								175					141	316	1	316	316				
		Left		0	25									25					38	63	3	782	782				
	East	Straight	887	1081											1339					-135	1203	2	1042	1042			
		Straight	809	986											1339					-241	1098	2	1042	1042			
		Right		0	75	25									450					241	691	2	345	345			
N12 / Access 2	South	Left		0		50								867					345	1212	2	606					
		Left		0		15								225					289	515	1	515					
		Straight	887	1081	25	25									497				-387	54	1136	2	568	568			
	East	Straight	809	986	25	25									647					-359	288	2	637				
		Straight		0		50									867					259	1125	2	563	563			
		Right		0											0					202	1125	2	1130	1130			
N12 / Access 3	South	Left		0										472					110	582	1	582					
		Right		0		15								421					473	894	2	447	447				
		Left		0		10								346					263	609	1	609					
	East	Straight	887	1081	25	25									250					-97	-13	2	534	534			
		Straight	809	986	25	25									175					-302	-298	2	344				
		Right		0											472					114	586	2	293	293			
TRIPS			99	99	1503	1503	230	230	553	553	154	1580	226	448													

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Total traffic demand: Klerksdorp Ext 38: Friday PM peak hour Excluding Area 3

Intersection	Approach	Turn	2019		1A,D&E		2A&B		3		Primary			Pass-by			Total demand	Lanes / lane	Demand	Critical	Critical	V/C						
			Counts	BG	1B		1A,D&E		2A&B		3		1B	1A,DE	2AB	3							Trips	1B	1A,DE	2AB	3	Total
					In	Out	In	Out	In	Out	In	Out																
N12 / Platan Ave	South	Left	27	33													0	0	0	0	0	33	1	45	45			
		Straight	10	12													0	0	0	0	0	12	1	11				
	East	Right	9	11													0	0	0	0	0	11	2	920	920			
		Left	6	7													0	0	0	0	0	7	2	920				
	North	Straight	747	911	60	60	60	60	60	60	60	60	923	1833	0	0	0	923	1833	0	0	231	2	284	284			
		Right	277	338	15	15	15	15	15	15	15	15	231	568	0	0	0	231	568	0	0	239	2	293				
West	Left	Straight	284	346	15	15	15	15	15	15	15	239	585	0	0	0	0	0	0	0	0	13	1	13				
		Right	11	13									0	0	0	0	0	0	0	0	0	167	1	167	167			
	Right	Left	137	167									0	0	0	0	0	0	0	0	0	206	1	206				
		Right	169	206									0	0	0	0	0	0	0	0	0	951	2	951	951			
N12 / Access 1	South	Straight	775	945	60	60	60	60	60	60	60	956	1901	0	0	0	0	0	0	0	0	21	1	21	21			
		Right	17	21									0	0	0	0	0	0	0	0	0	21	1	21	21			
N12 / Access 2	South	Left	0	0	75	75	75	75	75	75	75	351	458	107	107	69	38	69	38	69	38	458	1	458	458			
		Right	0	0	25	25	25	25	25	25	25	136	246	111	111	72	39	72	39	72	39	246	1	246	246			
	East	Left	0	0	25	25	25	25	25	25	25	25	63	63	38	38	69	38	69	38	69	63	3	671	671			
		Right	1030	1256								803	1952	-107	-107	-69	-38	-69	-38	-69	-38	1952	2	981	981			
	West	Straight	1068	1302								842	1961	-182	-182	-143	-39	-143	-39	-143	-39	1961	2	268	268			
		Right	0	0	75	75	75	75	75	75	75	354	536	182	182	143	39	143	39	143	39	536	2	268	1186			
N12 / Access 3	South	Left	0	0								720	981	281	281	205	56	205	56	205	56	981	2	490	490			
		Right	0	0								168	373	205	205	205	373	205	373	205	373	373	1	373	373			
	East	Left	1030	1256	25	25	25	25	25	25	25	108	1034	-330	-330	-56	-56	-56	-56	-56	-56	1034	2	517	517			
		Right	1068	1302								229	1260	-42	-42	-57	-57	-57	-57	-57	-57	1260	2	630	630			
	West	Straight	0	0	25	25	25	25	25	25	25	748	948	200	200	143	57	143	57	143	57	948	2	474	474			
		Right	0	0								84	84	0	0	0	0	0	0	0	0	84	1	84	84			
TRIPS	South	Left	0	0								84	84	0	0	0	0	0	0	0	0	84	1	84	84			
		Right	0	0								249	520	271	271	57	57	57	57	57	57	520	1	520	520			
TRIPS	East	Left	0	0								206	331	125	125	69	69	69	69	69	69	331	1	331	331			
		Right	1030	1256	25	25	25	25	25	25	25	193	1323	-125	-125	-56	-56	-56	-56	-56	-56	1323	2	662	662			
TRIPS	West	Straight	1068	1302								135	1166	-136	-136	-57	-57	-57	-57	-57	-57	1166	2	583	583			
		Right	0	0								94	94	0	0	0	0	0	0	0	0	94	1	94	94			
TRIPS			99	99	1119	1105	376	334	0	0	154	1120	226	0								1276	745	0.7				

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Total traffic demand: Klerksdorp Ext 38: Saturday peak hour Excluding Area 3

Intersection	Approach	Turn	Counts	2019 BG		1B		1A,D&E		2A&B		3		Primary			Pass-by			Site total	Total demand	Lanes / lane	Demand	Critical A	Critical B	V/C			
				In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	1B	1ADE	2AB	3								1A	2B	3
N12 / Platan Ave	South	Left	7	9																0	9	1	17		17				
		Straight	7	9																0	9	1							
		Right	1	1																0	1	1							
	East	Left	3	4																0	4	2	962			962			
		Straight	673	820	60	60	60	60	60	60	60	60	60	60	60	1099	1099	1920	0	1099	2	266							
		Right	211	257	15	15	15	15	15	15	15	15	15	15	15	275	275	532	0	275	2	288							
	North	Left	247	301	15	15										275	275	576	0	275	2	266							
		Straight	3	4												0	0	4	0	0	4	1	4						
		Right	206	251												0	0	251	0	0	251	1	251			251			
	West	Left	155	189												0	0	189	0	0	189	1	189						
		Straight	561	684	60	60										1099	1099	1783	0	1099	2	892				892			
		Right	14	17												0	0	17	0	0	17	1	17				17		
N12 / Access 1	South	Left		0	75										450	450	585	135	585	1	585								
		Right		0	25										175	175	316	141	316	1	316					316			
		Left		0	25										25	25	63	38	63	3	63					644			
	East	Straight	887	1081											924	924	1870	-135	789	2	835						835		
		Straight	809	986											924	924	1669	-241	683	2	835						835		
		Right		0	75										450	450	691	241	691	2	345						345		
	West	Left		0												867	867	1212	345	1212	2	606					1305		
		Left		0											225	225	515	289	515	1	515						606		
		Straight	887	1081	25	25									82	82	721	-443	-360	2	360						360		
	Access 2	Straight	809	986	25	25									233	233	860	-359	-126	2	430								
		Right		0											867	867	1125	259	1125	2	563						563		
		Left		0												867	867	691	241	691	2	345					345		
N12 / Access 3	South	Left		0																0	58	1	58				58		
		Right		0											283	283	642	359	642	1	642					642			
		Left		0											208	208	361	153	361	1	361								
	East	Straight	887	1081	25	25									250	250	1178	-153	97	2	589						589		
		Straight	809	986	25	25									175	175	802	-359	-184	2	401						401		
		Right		0											58	58	58	0	58	1	58						58		
	West	Left		0																0	58							58	
		Right		0											283	283	642	359	642	1	642						642		
		Left		0											208	208	361	153	361	1	361						361		
	TRIPS			99	99	1503	1503	230	230	0	0	154	1580	226	0														

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ANNEXURE I
ZONING CERTIFICATES

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G. K. Kulkarni
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F. S. S.

Annexure E

CONDITIONS UNDER WHICH THE APPLICATION FOR TOWNSHIP ESTABLISHMENT IN TERMS OF THE PROVISIONS OF CHAPTER III (PART C) OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986) ON THE FARM MATLOSANA NO. 561-IP, NORTH WEST PROVINCE BY ISAGO AT N12 DEVELOPMENT (PROPRIETARY) LIMITED (2006/029695/07) (HEREINAFTER REFERRED TO AS THE TOWNSHIP APPLICANT) AND BEING THE REGISTERED OWNER OF THE LAND, HAS BEEN APPROVED.

1. CONDITIONS TO BE COMPLIED WITH PRIOR TO THE TOWNSHIP BEING DECLARED AN APPROVED TOWNSHIP

(1) INSTALLATION AND PROVISION OF SERVICES

The township applicant shall enter into an agreement with the City of Matlosana regarding the provision and installation of essential services in or for the township area.

(2) GENERAL

- (a) The concerned amendment scheme must be published consecutively with the declaration of the township as an approved township.
- (b) The township applicant shall comply with the provisions of sections 72, 75 and 101 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

2. CONDITIONS OF ESTABLISHMENT

(1) NAME

The name of the township shall be Klerksdorp Extension 38.

(2) LAYOUT / DESIGN

The township shall consist of erven and streets as indicated on General Plan S.G. No. 2071/2008. →

(3) ACCESS

(a) Ingress from Road N12 to the township and egress to Road N12 from the township shall be restricted to the junction / intersection of the streets between Erven 2181 and 2182 and Erven 2184 and 2185 with the said road.

(b) The township applicant shall at its own expense, submit a geometric design layout plan (scale 1:500) of the ingress and egress points referred to in (a) above, and specifications for the construction of the access, to the South African National Roads Agency Limited, for approval. The township applicant shall after approval of the layout and specifications, construct the said ingress and egress points at its



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own expense to the satisfaction of the South African Roads Agency Limited.

(4) ACCEPTANCE AND DISPOSAL OF STORMWATER

The township applicant shall arrange for the drainage of the township to fit in with that of Road N12 and for all stormwater running off or being diverted from the road to be received and disposed of.

(5) REMOVAL, REPOSITIONING, MODIFICATION OR REPLACEMENT OF EXISTING MUNICIPAL SERVICES

If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing municipal services, the cost thereof shall be borne by the township applicant.

(6) REMOVAL, REPOSITIONING, MODIFICATION OR REPLACEMENT OF EXISTING POST OFFICE- / TELKOM PLANT

If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing Post Office- / Telkom plant, the cost thereof shall be borne by the township applicant.

(7) REMOVAL, REPOSITIONING, MODIFICATION OR REPLACEMENT OF EXISTING ESKOM POWERLINES

If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing powerlines of Eskom, the cost thereof shall be borne by the township applicant.

(8) ENVIRONMENTAL MANAGEMENT

The township applicant must ensure that all conditions imposed by the Department of Agriculture, Conservation and Environment in terms of the Record of Decision (ROD) issued by the said Department on 13 October 2005 by virtue of EIA71/2005NW are adhered to.

3. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTRABLE

(1) LAND FOR PUBLIC PURPOSES

Erven 2186 to 2188 shall be transferred to the local authority by and at the expense of the township applicant as public open spaces.

(2) INSTALLATION AND PROVISION OF SERVICES

The township applicant shall install and provide all internal and external engineering services in or for the township area, as provided for in the services agreement.



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4. DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, but excluding-

(a) in respect of Portion 596 (a portion of Portion 1) of the farm Townlands of Klerksdorp No. 424-IP:

(i) the following conditions / servitudes which do not affect the township area because of the location thereof:

"1. "Die plaas TOWNLANDS OF KLERKSDORP 424, REGISTRASIE AFDELING I.P. TRANSVAAL, oorspronklik GROOT 9234,4107 (NEGEDUISEND TWEEHONDERD VIER EN DERTIG KOMMA VIER EEN NUL SEWE) hektaar, waarvan voormelde elendom 'n deel uitmaak, is onderworpe aan die volgende voorwaardes, naamlik:

C. (1). By Notarial Deed No. 689/1940S the right has been granted to ESKOM to convey electricity over the Remaining Extent of the property hereby conveyed, together with ancillary rights, and subject to the conditions, as will more fully appear on reference to the said Notarial Deed and Diagram, gross whereof is annexed to Crown Grant No. 201/1906 dated 3rd May 1906.

(2) By virtue of Notarial Deed No. 45/63S dated the 8th November, 1962 and registered on the 22nd January 1963.

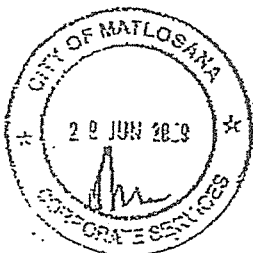
(i) Clause 10 of Notarial Deed No. 689/1940S has been cancelled and substituted by a new clause and,

(ii) The right has been granted to ESKOM to convey electricity over the Remainder of the property (of which the property held hereunder forms a portion of) together with ancillary rights as will more fully appear from the said Notarial Deed

(3) By virtue of Notarial Deed of Servitude No 1170/67S dated the 9th May 1967 and registered on the 18th September, 1967.

(i) Clause 10 of Notarial Deed of Servitude No. 45/63S has been cancelled and substituted by a new clause and,

(ii) The right has been granted to ESKOM to convey electricity over the Remainder of the property (of



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which the property held hereunder forms a portion) measuring 9667,4461 hectares together with ancillary rights as will more fully appear from the said Notarial Deed.

- (4) Kragtens Notariële Akte van Wysiging van Serwituut en Serwituut No. K3333/775 gedateer 3 Augustus 1977 en geregistreer op 1 November 1977 is
- (i) Klousule 10 op bladsy 7 van Notariële Akte No. 689/40S gewysig deurdat 'n gedeelte van die serwituut aangedul deur die figuur AB op Kaart L.G. No. A7512/1974 daarby aangeheg, gekanselleer word en
 - (ii) 'n Ewigdurende reg word hiermee aan ESKOM verleen om Elektrisiteit te lei oor die Restant van die eiendom (waarvan die eiendom hierin genoem 'n deel uitmaak), groot 8705,4464 hektaar deur middle van transmissielyste met bykomende regte soos meer te volle sal blyk uit gesegde Notariële Akte en aangedul deur die figuur ABC op Kaart L.G. Nr. A7513/74 daarby aangeheg.
- (5) By Notarial Deed No. K690/1940S the right has been granted to ESKOM to convey Electricity over, Remaining Extent of the property hereby situated, together with ancillary rights, and subject to Notarial as will more fully appear on Reference to Grant Deed and Diagram annexed to C. Grant G201/1906.
- (6) Kragtens Notariële Akte K407/1980S die reg aan ESKOM verleen om elektrisiteit oor die Restant van die eiendom waarvan die eiendom hier genoem 'n deel uitmaak), groot 8069,3927 hektaar vervoer tesame met bykomende regte en owerworpe aan die voorwaardes soos meer volledig sal blyk uit die gesegde Akte en Kaarte aangeheg by die gemelde Notariële Akte van Serwituut.
- (7) Kragtens Notariële Akte K113/1981S is die reg aan ESKOM verleen om elektrisiteit oor die Restant van die eiendom (waarvan die eiendom hierin 'n deel uitmaak) groot 7927,3258 hektaar te vervoer tesame met bykomende regte en owerworpe aan die voorwaardes soos meer volledig sal blyk uit die gesegde Akte en Kaarte aangeheg by die gemelde Notariële Akte van Serwituut.



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(8) Kragtens Notariële Akte K1344/1981S is die reg aan ESKOM verleen om elektrisiteit oor die Restant van die eiendom (waarvan die eiendom hierin 'n deel uitmaak) groot 7927,3258 hektaar te vervoer tesame met bykomende regte en onderworpe aan die voorwaardes soos meer volledig sal blyk uit die gesegde Akte en Kaarte aangeheg by die gemelde Notariële Akte van Serwituut.

(9) Kragtens Notariële Akte K1159/1985S is die reg aan ESKOM verleen om elektrisiteit oor die Restant van die eiendom (waarvan die eiendom hierin 'n deel uitmaak) groot 6453,4722 hektaar te vervoer tesame met bykomende regte en onderworpe aan die voorwaardes soos meer volledig sal blyk uit die gesegde Akte en Kaarte aangeheg by die gemelde Notariële Akte van Serwituut.

D. By Notarial Deed No 556/1960S dated 29 November 1958 The Western Transvaal Regional Water Company (Proprietary) Limited has been granted a right in perpetuity to convey and transmit water by means of pipelines over the remainder of the property (of which the property held hereunder forms a portion of) together with ancillary rights as will more fully appear from reference to the said Notarial Deed, a copy of which is annexed to Crown Grant No. 201/1906".

(ii) the following right which shall not be passed on to the erven in the township:

"E. Die hieringemelde eiendom is geregtig op 'n serwituut van reg van weg aangedui deur die figuur EFGA op kaart LG No. 10298/1999 oor gedeelte 557 (gedeelte van gedeelte 1) van die Plaas Townlands van Klerksdorp 424, Registrasie Afdeling I.P., groot 2 000 vierkante meter."

(b) in respect of Portion 59 (a portion of Portion 14) of the farm Palmietfontein No. 403-IP:

(i) the following servitude which affects Erf 2181 in the township only:

"A. By Notarial Deed no. 477/1937-S, executed on the 28th June, 1937, the right has been granted to ELECTRICITY SUPPLY COMMISSION to convey electricity over the property hereby transferred, together with ancillary rights which centreline of the servitude is indicated by the line a b on the annexed diagram S G No. A.9912/82 and subject to conditions as will more fully appear on reference to the said Notarial Deed and diagram annexed thereto".



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- (ii) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 1 metre thereof.
- (iii) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion, may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose, subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

6. CONDITIONS TO BE INCORPORATED WITHIN THE EXISTING TOWN PLANNING SCHEME IN TERMS OF SECTION 125 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 IN ADDITION TO THE EXISTING PROVISIONS OF THE TOWN PLANNING SCHEME

- (1) ERVEN 2181 AND 2185

The use zone of the erf shall be "Industrial 1".

- (2) ERVEN 2182 AND 2184

The use zone of the erf shall be "Business 1".

- (3) ERF 2183

The use zone of the erf shall be "Municipal".

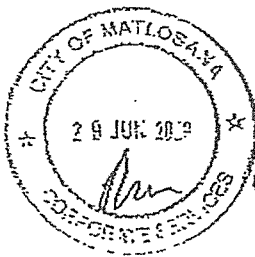
- (4) ERVEN 2186 TO 2188

The use zone of erf shall be "Public Open Space".

- (5) ERF 2181

- (a) Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited.

- (b) Ingress to and egress from the erf shall not be permitted along the boundary of the erf abutting on Road N12 as well as the north-western



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and western boundary thereof between the western beacon of the erf and a point 36m from such beacon.

(6) ERF 2182

- (a) Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited.
- (b) Ingress to and egress from the erf shall not be permitted along the boundary of the erf abutting on Road N12 as well as the northern, north eastern and eastern boundary thereof between the north eastern beacon of the erf and a point 36m from such beacon.

(7) ERF 2183

- (a) Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited.
- (b) Ingress to and egress from the erf shall not be permitted along the boundary of the erf abutting on Road N12.

(8) ERF 2184

- (a) Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited.
- (b) Ingress to and egress from the erf shall not be permitted along the boundary of the erf abutting on Road N12 as well as the north western and western boundary thereof between the north western beacon of the erf and a point 38m from such beacon.



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(9) ERF 2185

(a) Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited.

(b) Ingress to and egress from the erf shall not be permitted along the boundary of the erf abutting on Road N12 as well as the northern, north-eastern and eastern boundary thereof between the north eastern beacon of the erf and a point 38m from such beacon.

(10) ALL ERVEN

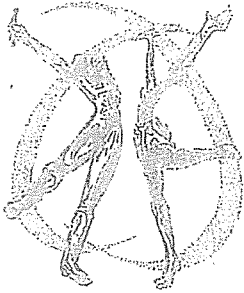
(a) The erf lies in an area where soil conditions can affect buildings and structures and result in damage to them. Building plans submitted to the local authority must show measures to be taken, in accordance with recommendations contained in the geotechnical report for the township, to limit possible damage to buildings and structures as a result of detrimental foundation conditions, unless it is proved to the local authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.

(b) Development of the erf shall be subject to all conditions imposed by the Department of Agriculture, Conservation and Environment in terms of the Record-of-Decision (ROD) issued by the said Department on 13 October 2005 by virtue of EIA71/2005NW.

Klerksdorp Extension 38
08 June 2009
8/6/23



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CITY OF
MATLOSANA

☎ (018) 487 8300 ☐ (018) 464 1780 ☐ 99 Klerksdorp 257

E-mail: records@klerksdorp.org Website: <http://matlosana.local.gov.za>

Our Reference:

Enquiries:

16/2/2/1447

D. Selemoseng (15743)

2 August 2012

PlanPractice Town Planners
P.O. Box 35895
MENLO PARK
0102

Attention: Mr. P.J. Dacomb/Mr. E.T. Basson
Fax nr: 012-362 0983

Messrs,

**OBJECTION: KLERKSDORP LAND USE MANAGEMENT SCHEME 614:
ERVEN 2183, 2184 & 2185, KLERKSDORP, EXTENSION 38**

Your application dated 25 October 2011, in the above-mentioned regard, refers.

You are hereby informed that the City of Matlosana in terms of Council Resolution CC 78/2012, dated 31 July 2012 resolved as follows:-

Taking into account the arguments and facts put forward by the Applicant (PlanPractice Pretoria CC) and taking into account and after careful consideration of each and every objection raised by the remaining objector (Meyer, Van Sittert & Kropman on behalf of their client Growthpoint Securitization Trust), and subsequent consultation with the Applicant as required in terms of the provision of Section 56(9)(a) of the Ordinance (Town Planning and Townships Ordinance 15 of 1986), it is the resolution of the Council of the City of Matlosana that:

"The application for the amendment of the Klerksdorp Land Use Management Scheme, 2005 relevant to Erf 2183, Erf 2184 and Erf 2185, Klerksdorp, Extension 38 from "Municipal", "Business 1" and "Industrial 1" to "Business 1" is hereby approved in terms of the provisions of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), as follows and on the following conditions:

- (i) That the development of any or the whole of the aforesaid erven shall be subject to the conditions imposed by the North West Province's Department of Agriculture, Conservation and Environment.



NWSETA




747



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- (ii) That the development of the aforesaid erven shall further be subject to all the relevant provisions of the National Environmental Management Act, 1998 (Act 107 of 1988) and the National Water Act, 1998.
- (iii) That the development of the aforesaid erven shall further be subject to the approval by the City of Matlosana of a detailed Site Development Plan, containing the contents as set out in terms of and as envisaged by the terms of Clause 15 of the Klerksdorp Land Use Management Scheme, 2005, addressing inter alia the 100 year flood line and all and any other issues prescribed by the City of Matlosana, to the satisfaction of the City of Matlosana."

Yours faithfully


E.T. MOTSEPE
MUNICIPAL MANAGER

748



KLERKS' IP LAND USE MANAGEMENT SCHEME 5
AMENDMENT SCHEME 614
ANNEXURES

Annexure No. 667	Property Description		Use Zone	Sheet	Additional Rights and/or Restrictions applicable to the property
	Township/Form/Agriculture Holding	Erf/Portion/ Holding Number			
No. 667	KLERKS DORP EXTENSION 38	2183, 2184 and 2185	Business 1	D4 D5	<ol style="list-style-type: none"> 1. Except for any essential stormwater drainage structure, no building, structure or other thing which is attached to the land even though it does not form part of that land, shall be erected nor shall anything be constructed or laid under or below the surface of the erf within a distance less than 20m from the reserve boundary of Road N12 nor shall any alteration or addition to any existing structure or building situated within such distance of the said boundary be made except with the consent in writing of the South African National Roads Agency Limited. 2. Development of the erf shall be subject to all conditions imposed by the Department of Agriculture, Conservation and Environment in terms of the Record-of-Decision (ROD) issued by the said Department on 29 September 2011 by virtue of NWP/EIA/57/2010, or any amendment thereof. 3. Development of the erf shall be subject to the consolidation of erven 2183 and 2184 and the notarial linking of such consolidated erf with Erf 2185 Klerksdorp Extension 38 to the satisfaction of the Municipality, to function as a single site assembly. 4. Development of the erf shall be subject to the relevant provisions of the National Environmental Management Act, 1998 (Act 107 of 1998). 5. Ingress to and egress from the site assembly shall be permitted along the boundary abutting on Road N12, as per SANRAL approved partial access point. 6. Gross floor area on the combined area of erven 2183, 2184 and 2185 shall not exceed 114911m². 7. Height: 3 storeys 8. Coverage: 70%

22
23
24

[Handwritten signatures and initials]

"Annexure F"



REGISTRATION NO. 1998/009584/06

Northern Region
38 Ida Street, Menlo Park, Pretoria
Private Bag X17, Lynnwood Ridge, South Africa, 0040
Tel +27 (0) 12 426 6200 Fax +27 (0) 12 348 1680 / 1512 / 0883
Head Office Tel + 27 (0) 12 426-6000 Fax + 27 (0) 12 352 2101 / 2116 / 2117

Reference: N11/5/3-12/16-2 Fax Number: +27 (0) 12 348-1512
Date: 03 May 2010 Direct Line: +27 (0) 12 426-6242
Contact Person: Izak van der Linde Website: www.nra.co.za
Email: vdlinde@nra.co.za

Messrs. PlanPractice Townplanners
P.O. Box 35895
Menlo Park
Pretoria
0018

Attention: PJ Dacomb

Dear Sir/Madam

PROPOSED REZONING OF ERVEN 2182 UP TO AND INCLUDING 2185 AND PART OF AN UNNAMED STREET IN KLERKSDORP EXTENSION 36

Your letter 600/477 dated 19 January 2010, a Traffic Impact Study by Tech IQ dated December 2009, a site visit in February 2010, and subsequent discussions with the Traffic Engineer Dr Herman Joubert have reference.

The South African National Roads Agency Limited (SANRAL) grants approval for the establishment of the above-mentioned rezoning in terms of Section 49 of The South African National Roads Agency Limited and National Roads Act, 1998 (Act 7 of 1998), subject to the following conditions:

1. BUILDING RESTRICTION AREA/ SPECIAL CONDITIONS:

- 4.1 No new structures shall be established or erected at distances less than 20 metres measured from the N12-16 national road reserve boundary without the approval of SANRAL.
- 4.2 A security wall/palisade fence shall be erected on the road reserve boundary of national route N12-16 and shall be maintained by the applicant at his cost.
- 4.3 No storm water disposal from the above-mentioned development to national route N12/16 shall be allowed without the approval of SANRAL, and the applicant shall accept SANRAL's storm water where applicable.

PLANPRACTYK
PLANPRACTYK



Board of Directors: Mr. Mkhomo (Chairman), Mr. A.M. (CEO), A. J. (CFO), S.D. (Marketing), Mr. G.J. (Operations), Prof. P.D. (Research), Mr. B.H. (Finance/Revenue), Mr. H.P. (HR)
Company Secretary: Ms. A.A. (Legal)

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2. TRAFFIC IMPACT

- 2.1 Access to the N12/16, traffic impact and required corresponding road upgrades attributable to this development, including timing thereof, must be addressed in sufficient detail and agreed with SANRAL, based on the impact of development trips defined in the mentioned Traffic Impact Study and acceptable mitigation measures.

Such required traffic impact mitigation includes matters such as access design details, traffic signal design and maintenance, street lighting and proposed median treatment. The City Council of Matlosana must accept responsibility for maintenance and operations of the traffic signals and maintenance of the street lighting, and enter into an agreement with SANRAL for this purpose.

- 2.2 The two full accesses are approved on condition that they form part of the supporting road and street system, and accesses along these roads are accordingly limited to acceptable access positions and spacing. The only access exclusively for the use of the development is the proposed partial access.

- 2.3 Agreement with SANRAL is required regarding the details of alignment and road reserve for the proposed Klerksdorp ring road.

3. COSTS AND INDEMNITY

- 3.1 SANRAL shall not be involved in or responsible or liable for any expenditure in connection with:

- the erection of any structure
- any financial responsibility or liability for any claim from the applicant which may occur from the lapsing of the approval.

- 3.2 The applicant indemnifies SANRAL against and holds it harmless from any claim or damage pertaining to the possible expansion of the national road in future, or damage which may be instituted or suffered by any person, including legal costs incurred as a result of:

- the erection, use or removal of the structures or other works erected or established by the applicant within the building restriction area,
- the applicant or his successor-in-title's failure to properly maintain and render safe anything related to this approval or other works, or the non-compliance by the applicant with any condition to which this permission relates,
- the lapsing of the approval

- 3.3 Any action taken by the applicant in connection with the approval shall be regarded as an acceptance and compliance with the conditions including the indemnity.

- 3.4 Should any damage be caused to the national road or a user of the national road or property as a result of the erection, use or removal of the structures erected or established by the applicant, on the property, such applicant shall be liable for such damage and shall compensate against any claim from a third party.

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3.5 Any issues in respect of noise, light or any other pollution emanating from users of the road need to be addressed by the applicant, for their own account. The applicant shall take appropriate noise mitigation measures in the design of the buildings on the property. The applicant with full knowledge of the potential environmental impacts including but not limited to noise, air and light pollution waives any claim it may have against the South African National Roads Agency Ltd. The applicant indemnifies and holds the South African National Roads Agency Ltd. harmless from any loss, actual expenses, claims, harm or damage of whatsoever nature that the applicant may suffer whatsoever arising from the property's close proximity to the N12-16 highway.

4. VALIDITY PERIOD

4.1 This approval shall lapse in the event of -

- the applicant not complying with any of the conditions as imposed by SANRAL
- no agreement being reached with SANRAL regarding traffic mitigation measures

5. ADDITIONAL LEGAL REQUIREMENTS

- This approval shall bind any successor-in-title to the land on which the structure has been established
- This approval does not exempt the applicant from the provisions of any other Act.

Yours sincerely

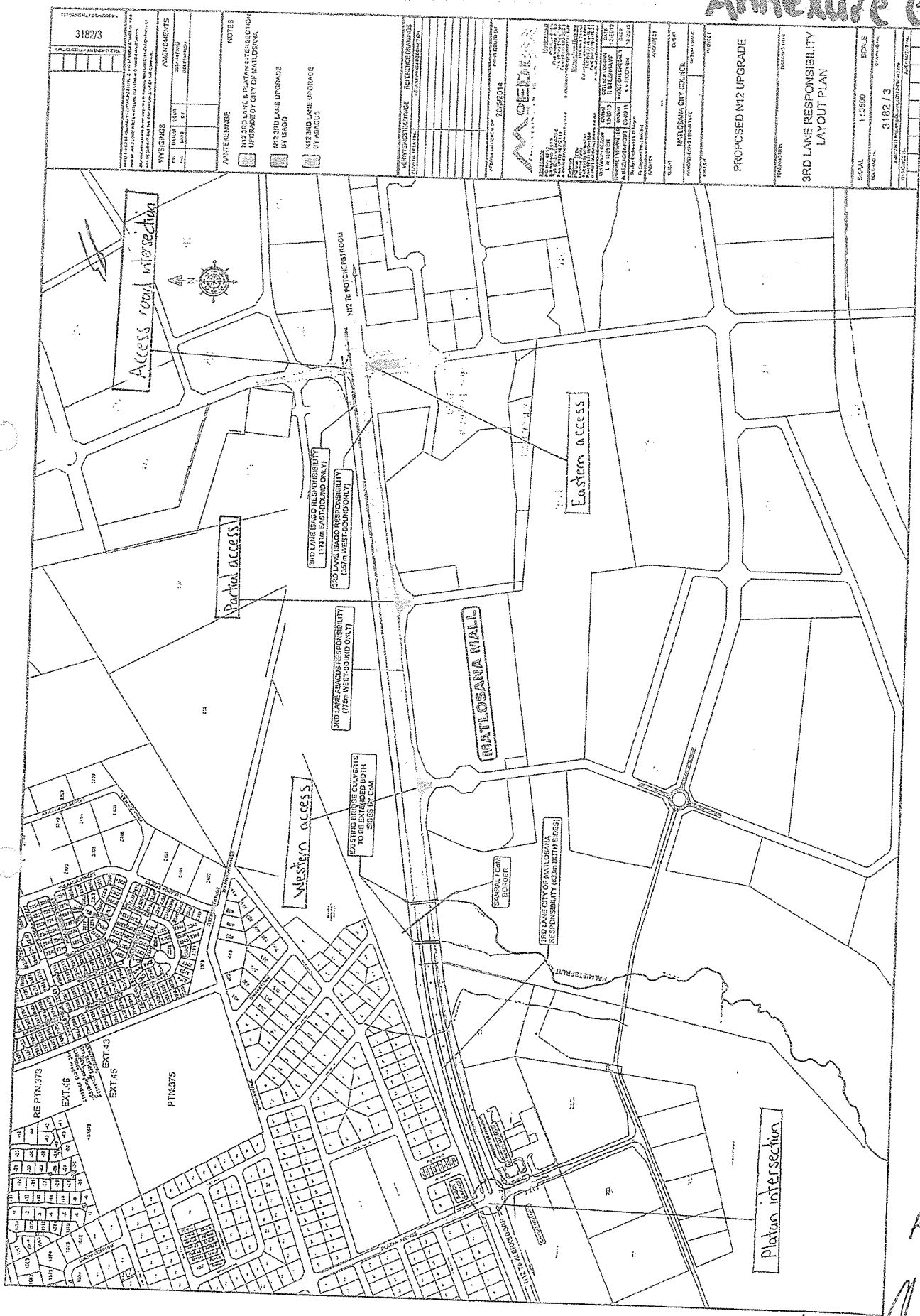
For THE REGIONAL MANAGER: NORTHERN REGION

413291-v1

cc.

City of Matlosana
PO Box 99
Klerksdorp
2570
Attention: MM Moadira
Fax. 018 464 1780

Annexure G



3182/3	
NO.	DATE
1	15/05/2014
2	15/05/2014
3	15/05/2014
4	15/05/2014
5	15/05/2014
6	15/05/2014
7	15/05/2014
8	15/05/2014
9	15/05/2014
10	15/05/2014

NOTES

N12 2ND LANE & PLAYS RESPONSIBILITY UPGRADE BY CITY OF MATLOSANA

N12 3RD LANE UPGRADE BY G100

N12 2ND LANE UPGRADE BY F100/05

APPROVED

DATE: 15/05/2014

BY: [Signature]

PROJECT

N12 2ND LANE & PLAYS RESPONSIBILITY UPGRADE BY CITY OF MATLOSANA

CLIENT

CITY OF MATLOSANA

SCALE

1:3000

DATE

3182/3

PROJECT

PROPOSED N12 UPGRADE

CLIENT

MATLOSANA CITY COUNCIL

SCALE

1:3000

DATE

3182/3

PROJECT

3RD LANE RESPONSIBILITY LAYOUT PLAN

CLIENT

MATLOSANA CITY COUNCIL

SCALE

1:3000

DATE

3182/3

PROJECT

PROPOSED N12 UPGRADE

CLIENT

MATLOSANA CITY COUNCIL

SCALE

1:3000

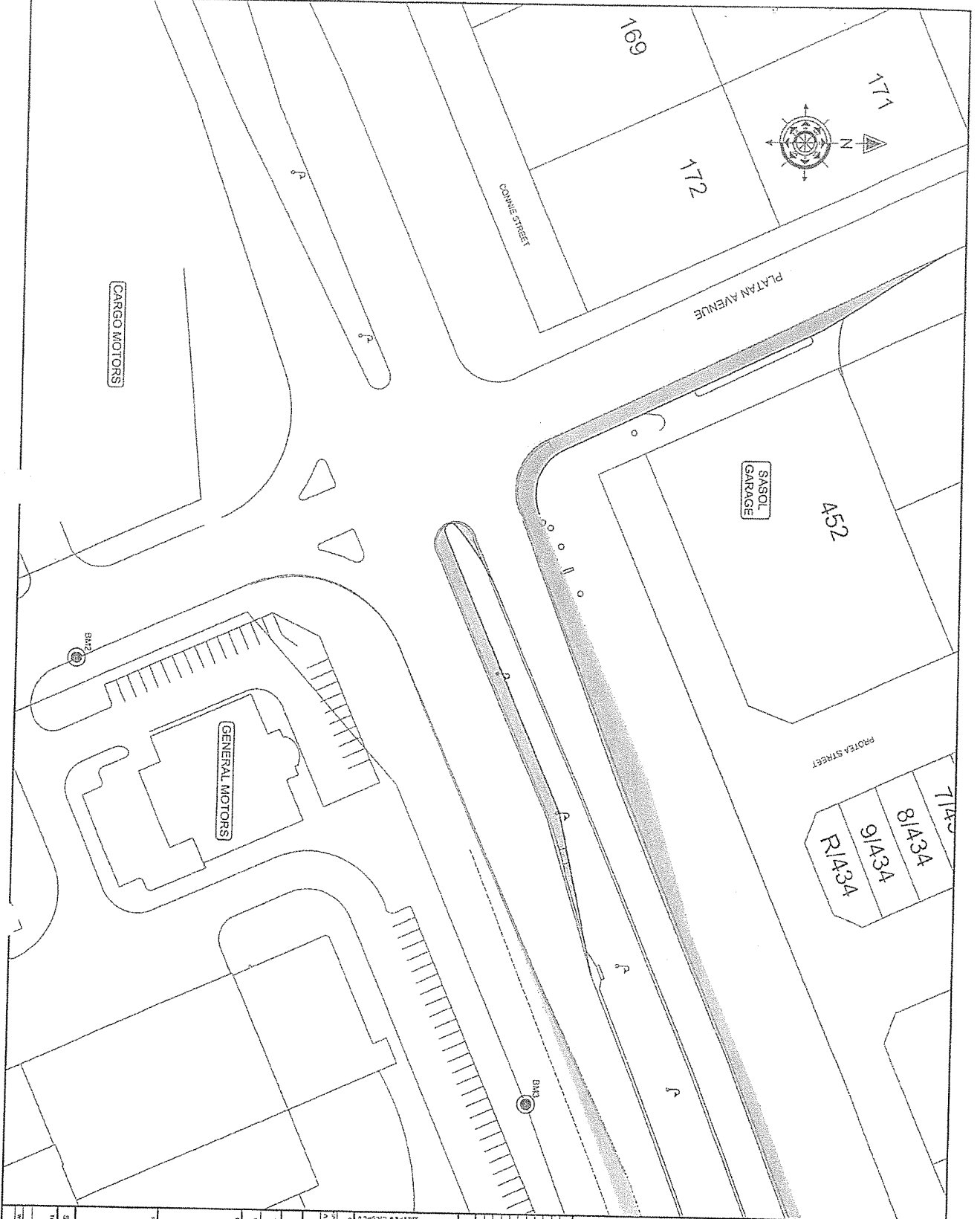
DATE

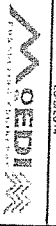

3182/3

PROJECT

3RD LANE RESPONSIBILITY LAYOUT PLAN

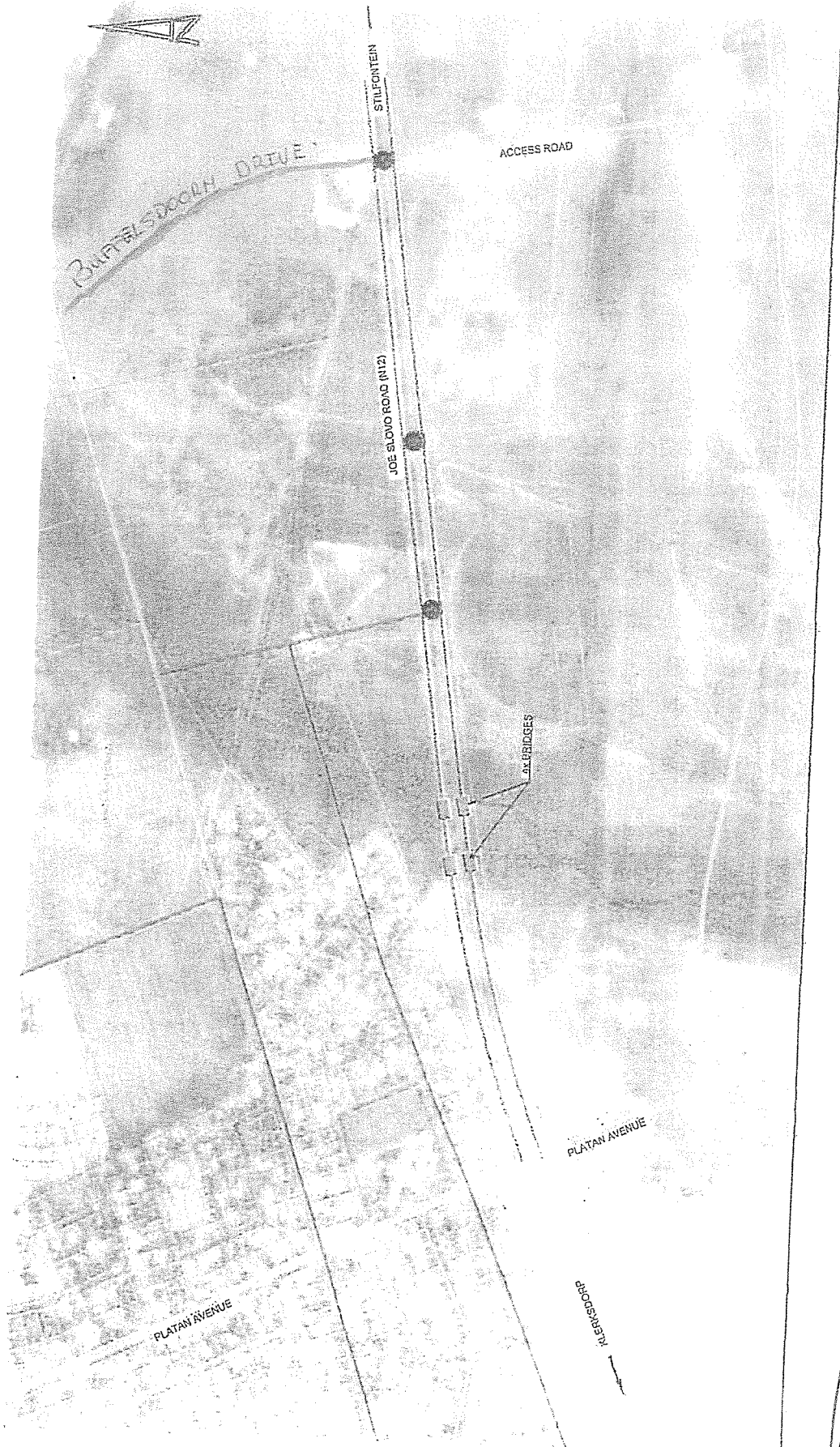
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 KPS
 SH
 RMC



		20/09/2014 3182/28
VERIFICATION/ENDORSE REFERENCE DRAWINGS APPROVAL/ENDORSE DESIGN AND DIMENSIONS		3182/28  31/08/14
PROJECT: PROPOSED N12/PLATAM INTERSECTION UPGRADE CLIENT: MATROSKIN CITY COUNCIL PROJECT LOCATION: PLATAM AVENUE, PORT ELIZABETH		
DRAWN: 1:1/SSB CHECKED: SDA/LE DATE: 31/08/14		NOTES: 1. EXISTING LAMP POST 2. EXISTING LEVEL PEGS 3. INTERSECTION UPGRADE AREA
SCALE: 1:1/SSB DATE: 31/08/14		

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 31/08/14
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"Annexure H"



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KRS
/ *(with a vertical line)*
G. de
G. M. K.
S

CITY OF MATLOSANA

MINUTES OF THE SPECIAL MEETING OF THE COUNCIL OF THE CITY OF MATLOSANA
HELD ON WEDNESDAY, 22 FEBRUARY 2012 AT 14:00 IN THE COUNCIL CHAMBER, CIVIC
CENTRE, KLERKSDORP

SP CC 5/2012 APPOINTMENT OF THE MUNICIPAL MANAGER

5/2/1
(PMC)

(ITEM 3.2 SP CC 22/02/2012)

RESOLVED

- (a) That cognizance be taken of the process regarding the filling of the position of Municipal Manager.
- (b) That cognizance be taken of the interviews held for the position of Municipal Manager with nine candidates on 27 January 2012.
- (c) That Council approves the recommendation to appoint Mr ET Motsemme as Municipal Manager for a period of 5 years with effect from 22 February 2012.
- (d) That a fix term Employment Contract be signed by all parties before commencement of service by the newly appointed Municipal Manager.
- (e) That the newly appointed Municipal Manager concludes a Performance Agreement within 60 days after the date of employment.
- (f) That Council within 14 days of the date of appointment of the Municipal Manager forward a report to the MEC in the Province on the processes followed.
- (g) That the City of Matlosana accepts the following resolution with effect from 22 February 2012
 1. "That Mr ET Motsemme in his capacity as duly appointed Municipal Manager of the City of Matlosana, be and is hereby authorised in terms of the provisions of section 55 of the Local Government : Municipal Systems Act, Act 32 of 2000 (hereafter "the Systems Act"), read with the provisions of section 59 of the Systems Act, to do all things necessary and required to effectively and practically implement, manage and administer the City of Matlosana's administration in accordance with the Systems Act, and/or any other applicable legislation, and/or by-law, and/or policy, which include but is not limited to:
 - 1.1 the matters mentioned and set out in the provisions of section 55(1) and section 55(2) of the Systems Act;
 - 1.2 depose and/or sign and/or execute and/or dispense with any and all of the following:
 - 1.2.1 litigation, arbitration, mediation or hearings before statutory or administrative tribunals involving, by or against the City of Matlosana, irrespective of the forum of such litigation, arbitration, mediation, statutory or administrative tribunal;

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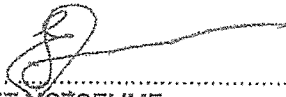
- 1.2.2 All documents necessary for and/or in respect of:
 - 1.2.2.1 deeds in respect of the sale by the Council of fixed properties, including mineral rights at prices not below that already approved by or to be approved by the Council;
 - 1.2.2.2 the transfer of fixed properties already sold by the Council or still to be sold by the Council;
 - 1.2.2.3 all deeds of sale in respect of fixed properties purchased by the Council as well as the necessary documents for the transfer of such fixed properties to the Council;
 - 1.2.2.4 all deeds of donation of fixed properties by or to the Council as well as all transfer documents for the transfer of such fixed properties, or letters deeds or notices in respect of the acceptance on behalf of the Council of such properties and the transfer thereof to the Council;
 - 1.2.2.5 to acquire, grant and/or to cancel servitudes in respect of fixed properties;
 - 1.2.2.6 deeds and contracts for the letting or hire by the Council of fixed properties;
 - 1.2.2.7 the cancellation of any bonds which have already been registered in favour of the Council or which may still be registered;
 - 1.2.2.8 the cancellation of deeds of sale in respect of fixed properties;
 - 1.2.2.9 the issue of any Certificate and Registered Title in favour of the Council and/or the issue of any Certificates of Mineral Rights in favour of the Council.
 - 1.2.2.10 the issue of surface rights permits in favour of the Council;
 - 1.2.2.11 any application for the opening up of a Township Register in respect of any township and for any other matters incidental thereto;
 - 1.2.2.12 for the execution of resolutions passed by the Council or which may be passed;
 - 1.2.2.13 applications for copies of lost bonds and deeds of transfer as well as certificate or registered title in terms of the provisions of the Deeds Act; and
 - 1.2.2.14 declarations by the seller for transfer duty-/receipts.
- 1.3 The enforcement, implementation and execution of all and any statutes, regulations, by-laws and policies, which allows for the enforcement, implementation or execution thereof by the City of Matlosana.

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1.4 All and any matters delegated to the Municipal Manager in terms of the Delegation of Powers and Signing Powers of the City of Matlosana (adopted in terms of Resolution CC 15/2009 on 5 February 2009).

- 2) That resolution 7/2005 – read with resolution 218/2006, read with resolution 85/2010 be revoked with effect from 22 February 2012.

Certified a true copy of the Resolution passed by the Council on 22 February 2012


.....
ET MOTSEMME
MUNICIPAL MANAGER

24/02/2012
.....
DATE



ABACUS ASSET MANAGEMENT (PROPRIETARY) LIMITED

(Registration No. 1995/012982/07)

("the Company")

EXTRACT FROM A RESOLUTION OF A MEETING OF THE DIRECTORS OF THE
COMPANY HELD AT STELLENBOSCH ON 9 JUNE 2014

IT WAS RESOLVED THAT:

1. The company enters into the N12 Road Upgrade Agreement ("Agreement") with the S A National Roads Agency SOC Limited ("SANRAL"), the City of Matlosana Municipality and Isaco@N12 Development (Pty) Ltd which Agreement intends to effectively regulate the implementation and enforcement of the mitigation measures as agreed to by and between the parties to the Agreement and as required by SANRAL.
2. Gavin E Blows, in his capacity as a director of the Company, or failing him, any director of the Company, be and are hereby authorised to:
 - 2.1. to the extent applicable, settle the terms and conditions of the Agreement and any amendments and/or addenda thereto, and sign the aforesaid Agreement and any such amendments and/or addenda thereto on behalf of the Company; and
 - 2.2. settle the terms and conditions of, and sign all such other documents and do all such other things as may be necessary to give effect to the above resolution, and
 - 2.3. insofar as such signature or acts occurred before the adoption of this resolution, such signature and/or acts are hereby ratified, to the extent legally permissible.

Certified as a true and correct extract of the resolution taken at the abovementioned meeting.

C N Howard

Chairman: C N Howard

Date: 10 June 2014

[Handwritten signatures]

**RESOLUTION OF THE DIRECTORS OF ISAGO AT N12
DEVELOPMENT (PROPRIETARY) LIMITED**
Registration number 2006/026995/007
(the "Company")

Passed at : UMHLANGA ROCKS

On : 10 JUNE 2014

RESOLVED THAT:

1. The Company enter into an N12 Road Upgrade Agreement with THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED, THE CITY OF MATLOSANA LOCAL MUNICIPALITY and ABACUS ASSET MANAGEMENT (PTY) LTD.

2. RAMATA MARTIN KHUNOU be and is hereby authorized to negotiate the terms of the said Agreement and is authorized to sign the said agreement together with all and any other documents that may be necessary to give effect thereof, hereby ratifying all prior acts and deeds done by RAMATA MARTIN KHUNOU in respect of the above.

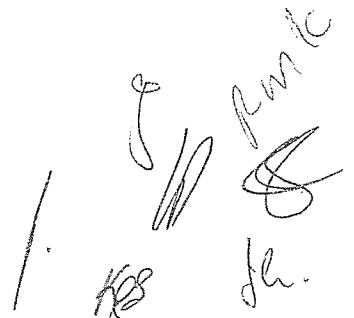
SIGNED AT UMHLANGA ROCKS ON THIS 10TH DAY OF JUNE 2014.



Director

Kevin Charles Clench

Identity number: 661221 5224 086



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AMENDMENTS

NO.	DATE	BY	DESCRIPTION
1	01/20/2014	ST	ISSUED FOR PERMITS
2	01/20/2014	ST	ISSUED FOR PERMITS

NOTES

N12 3RD LANE & PLAZA INTERSECTION UPGRADE BY CITY OF MATLOSANA

N12 3RD LANE UPGRADE BY ISAGO

N12 3RD LANE UPGRADE BY MATLOSANA MALL / ABACUS

VERIFICATION

DATE: 10/26/2014

MEDIUM CONSULTING ENGINEERS

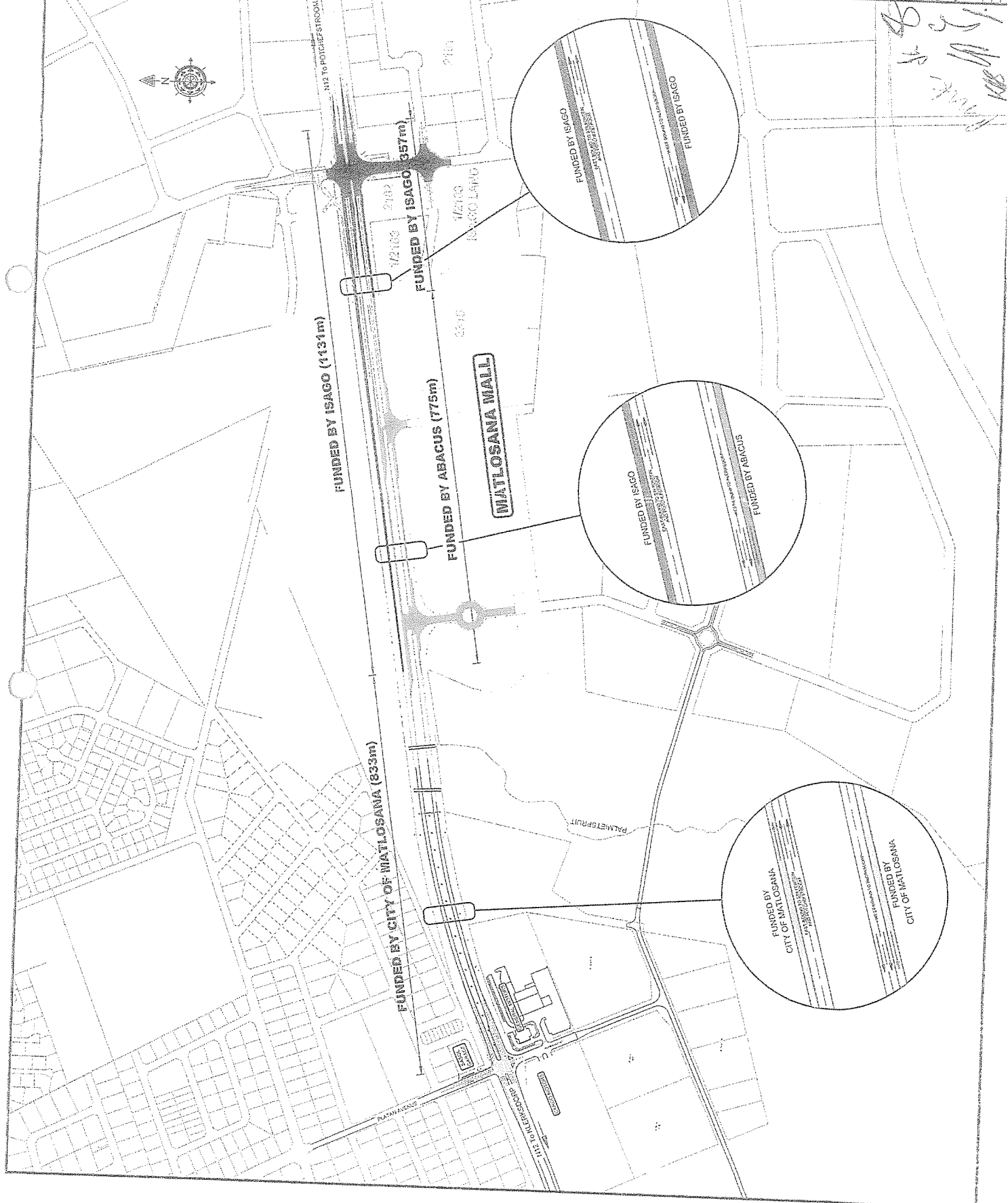
10/26/2014

PROPOSED N12 UPGRADE

3RD LANE RESPONSIBILITY LAYOUT PLAN

SCALE: 1:3500

3182 / COM



Handwritten notes and signatures in the bottom right corner of the plan area.