# CHAPTER 12  STRUCTURES AND OTHER WORKS ON, OVER OR BELOW NATIONAL ROADS OR CERTAIN OTHER LAND

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12.1 OVERVIEW

12.1.1 In terms of the Act, the main functions of SANRAL include the management, control and maintenance of national roads.

12.1.2 SANRAL must ensure that the safety of road users is not compromised in any manner whatsoever.

12.1.3 Therefore, no person may, without SANRAL’s written permission or contrary to that permission:

12.1.3.1 erect, construct or lay, or establish any structure or other thing (including anything which is attached to the land on which it stands even though it does not form part of the land):

12.1.3.1.1 on a national road or land in a building restriction area;

12.1.3.1.2 over a national road or land in a building restriction area;

12.1.3.1.3 below the surface of a national road or land in a building restriction area;

12.1.3.2 make any structural alteration or addition to a structure or that other thing situated on, over or below the surface of a national road or land in a building restriction area;

12.1.3.3 give permission for erecting, constructing, laying or establishing any structure or that other thing on or over, or below the surface of, a national road or land in a building restriction area, or for any structural alteration or addition to any structure or other thing so situated.

12.1.4 Any person who acts contrary to the provisions referred to above is guilty of an offence and liable on conviction to a term of imprisonment not longer than one year, or a fine, or to both the term of imprisonment and the fine.

12.1.5 These restrictions do not apply:

12.1.5.1 where the erection, construction, laying or establishing of the structure or other thing takes place on, over or below land in a building restriction area but on a farm used only for farming operations in the true sense.

12.1.6 Although the restrictions do not apply in the case of the two instances
described in paragraph 12.1.5 above, SANRAL is still entitled to impose conditions that must be adhered to.

12.1.7 SANRAL, in its discretion, may give or refuse the permission referred to above.

12.1.8 If SANRAL elects to give permission, it may prescribe:

12.1.8.1 the specifications to which the structure, other thing, alteration or addition must comply;

12.1.8.2 the manner and circumstances in which, the place where and the conditions on which the structure, other thing, alteration or addition may be erected, constructed, laid, established or made; and

12.1.8.3 the obligations to be fulfilled by the owner of the land in question if the structure, other thing, alteration or addition is erected, constructed, laid, established or made.

12.1.9 If a condition imposed by SANRAL includes an obligation to remove a structure or other thing, SANRAL may submit a written request to the Registrar of Deeds having jurisdiction in respect of the area concerned, for the obligation to be noted on the title deed of the affected property and in the appropriate register kept by the Registrar, provided that SANRAL shall require the applicant to make such application at the Applicant's cost.

12.1.10 The costs incurred with respect to the noting of the condition by the Registrar will be for the account of the person to whom permission has been granted.

12.1.11 SANRAL is entitled to enforce compliance with the condition that has been noted.

12.1.12 SANRAL may grant its consent to the Registrar of Deeds for the cancellation of a condition which has been endorsed on a title deed.

12.1.13 The cancellation of a condition by the Registrar must be made in writing by the owner of the land concerned, and must be accompanied by SANRAL's written permission and proof that all mortgagees (if any) have been notified of the proposed cancellation.

12.1.14 If a person has not obtained the permission of SANRAL as required above, or has not complied with the terms of any permission that has been granted, SANRAL may give written notice to such person to

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1 Section 48(2) empowers SANRAL to impose conditions under section 49(3)(a) in the event that any application is made to subdivide land in a building restriction area (and such land is under the control of the South African Rail Commuter Corporation or is land used for farming purposes).
2 Section 48(3)(a)
3 Section 48(3)(b)(i)
4 Section 48(3)(b)(ii)
5 Section 48(3)(b)(iii)
6 Section 48(4)(a)
7 Section 48(4)(b)
8 Section 48(4)(c)
9 Section 48(4)(d) read with section 49(6)(a)
10 Section 48(4)(d) read with section 49(6)(b)
11 Section 48(4)(d) read with section 49(6)(c)
12 Section 48(4)(d) read with section 49(6)(d)
remove the unauthorised structure, other thing, alteration or addition within a reasonable period which:

12.1.14.1 must be stated in the notice;

12.1.14.2 may not be shorter than 30 days calculated from the date of the notice.

12.1.15 If SANRAL issues a notice to remove an unauthorised structure, other thing, alteration or addition, and the terms of the notice are not complied with, it may be removed by SANRAL which may recover the costs of removal from that person.

12.1.16 If a national road is declared and a structure or other thing which was erected, constructed, laid or established prior to such declaration, is on, over or below the surface of the national road, building restriction area or other land situated within a distance of such national road which is prohibited in terms of a condition imposed by SANRAL, SANRAL is entitled to remove or shift, to a place determined by it, such structure or other thing.

12.1.17 The provisions referred to above do not apply to:

12.1.17.1 a structure or thing erected or constructed by the South African Rail Commuter Corporation Limited on land under its control; or

12.1.17.2 any dwelling on a farm and any other structure on a farm used only for farming purposes in the true sense.

12.1.18 If a power line or telephone line, any sewage disposal works or water reticulation, supply or disposal works has been erected, constructed, laid or established subject to a condition imposed under any law requiring any other person to remove or shift such structure or thing, then SANRAL may recover the cost of removal or shifting of such structure or thing from that person.

12.1.19 SANRAL is empowered to charge a levy, fee or rent for any approval or permission that may be granted as a result of any application under the Act.

12.2 AUTHORITY OF SANRAL

12.2.1 In terms of the Act, the Minister is entitled to declare any existing road, or any route of which the boundaries have been fixed by survey, to be a national road.

12.2.2 The declaration of a national road may only occur:
12.2.2.1 on the recommendation of SANRAL\textsuperscript{27};

12.2.2.2 with the agreement of the Premier of each province in which the road is situated, in the case of an existing road\textsuperscript{28} that is to be declared a national road;

12.2.2.3 in consultation with the Premier of each province potentially affected by the road, in the case of a new road that will have a substantial impact on the traffic flows in any one or more provinces\textsuperscript{29}.

12.2.3 The consent of the local and district municipalities having jurisdiction over the area through which the route passes is not required.

12.2.4 The Act does not require the Minister to comply with any other planning legislation in the determination of the route\textsuperscript{30}.

12.2.5 It is not necessary for the Minister or SANRAL to apply for the rezoning of the land before or after the declaration of the national road. It would create confusion if this was the case and would contradict the powers of the Minister in terms of the Act.

12.2.6 The powers of the Minister are derived from a national Act. The provincial planning ordinances and the townplanning schemes published thereunder are subordinate legislation. Subordinate legislation cannot override national legislation. If a provincial planning ordinance provided for SANRAL to make application for the rezoning of land declared as a national road, this provision would be ultra vires or of no force and effect, because the Provincial Government cannot make legislation that contradicts national legislation.

12.2.7 The declaration of a national road has various consequences. These consequences include the provisions of section 48 empowering SANRAL to grant consent for the erection, construction, laying or addition to any structure on, over or below the surface of a national road or land in a building restriction area.

12.2.8 SANRAL alone is given the power in terms of the Act to allow structures to be erected, constructed, laid or altered on, over or under a national road or land in a building restriction area. SANRAL does not have to comply with the provisions of the provincial planning ordinances before it may grant the required permission since SANRAL's powers are derived from a national Act of Parliament.

12.2.9 In the exercise of its powers under the Act, SANRAL is bound to comply with other national legislation.
12.2.10 In granting permission for the erection, construction, laying or alteration of structures on, over or under a national road or land in a building restriction area, SANRAL must comply with the general principles for land development that are prescribed in the Development Facilitation Act\(^3\).

12.2.11 These general principles:

12.2.11.1 apply throughout the Republic of South Africa;

12.2.11.2 apply to the actions of the State;

12.2.11.3 serve to guide the administration of any transport plan or any like plan administered by any competent authority in terms of any law;

12.2.11.4 serve as guidelines by reference to which any competent authority shall exercise any discretion or take any decision in terms of any law dealing with land development, including any such law dealing with the subdivision, use and planning of or in respect of land\(^3\).

12.2.12 The general principles apply to land development\(^3\) and decision-making and conflict resolution\(^4\).

12.2.13 Even if SANRAL grants permission for the erection, construction, laying or alteration of structures on, over or under a national road or land in a building restriction area, the applicant may also require environmental authorisation before it can proceed with any construction\(^5\). The applicant will be responsible for obtaining such authorisation at its cost.

12.2.14 The Minister of Environmental Affairs and Tourism has identified certain activities which may significantly affect the environment and which must be considered, investigated and assessed prior to their implementation\(^6\).

12.2.15 These activities may not be commenced without the prior authority of the Minister\(^7\) or the MEC\(^8\).

12.2.16 The list of identified activities includes:

12.2.16.1 the bulk transportation of sewage and water, including stormwater, in pipelines with an internal diameter of 0.36 metres or more, or a peak throughput of 120 litres per second or more;

12.2.16.2 the construction of filling stations, including the associated structures and infrastructure, or any other facility for the underground storage of a dangerous good,
including petrol, diesel, liquid petroleum gas or paraffin.

12.2.17 In exercising its authority to grant permission for the erection, construction, laying or alteration of structures on, over or under a national road, SANRAL must take into account the right to administrative action that is lawful, reasonable and procedurally fair.

12.2.18 The Constitution also provides that everyone whose rights have been adversely affected by administrative action has the right to be given written reasons.

12.2.19 The Promotion of Administrative Justice Act has been enacted to give effect to these constitutional provisions.

12.2.20 This Act may be regarded as a code of administrative practice and procedure since it prescribes the minimum requirements for administrative legality and procedure.

12.2.21 It defines administrative action to mean any decision taken, or any failure to take a decision, by an organ of state when exercising a power in terms of the Constitution or a provincial constitution or exercising a public power or performing a public function in terms of any legislation.

12.2.22 Since SANRAL is an organ of state, Act 3 of 2000 is applicable to it.

12.2.23 Administrative action which materially and adversely affects the rights or legitimate expectations of any person must be procedurally fair.

12.2.24 A fair administrative procedure depends on the circumstances of each case. In order to give effect to the right to procedurally fair administrative action, an administrator (such as a competent official referred to in section 52 of the Act) must give a person:

12.2.24.1 adequate notice of the nature and purpose of the proposed administrative action;

12.2.24.2 a reasonable opportunity to make representations;

12.2.24.3 a clear statement of the administrative action;

12.2.24.4 adequate notice of any right of review or internal appeal, where applicable; and

12.2.24.5 adequate notice of the right to request reasons.

12.2.25 In determining the period of notice to be given therefore, the particular circumstances of the matter must be taken into account. If further particulars are required from an applicant to enable SANRAL to make a decision, the applicant must be given sufficient time to obtain such information and place it before SANRAL. SANRAL must give an applicant proper details of what SANRAL requires in order for SANRAL to make a decision. The applicant must be entitled to provide SANRAL with whatever information the applicant deems
necessary in order for SANRAL to make an informed decision and must be given proper reasons for the decision of SANRAL.

12.2.26 In order to give effect to the right to procedurally fair administrative action, the competent official may, in his or her or its discretion, also give a person an opportunity to:

12.2.26.1 obtain assistance and, in serious or complex cases, legal representation;

12.2.26.2 present and dispute information and arguments; and

12.2.26.3 appear in person\(^46\).

12.2.27 If it is reasonable and justifiable in the circumstances, a competent official may depart from any of the requirements referred to above. In determining whether a departure is reasonable and justifiable, a competent official must take into account all relevant factors, including:

12.2.27.1 the objects of the empowering provision;

12.2.27.2 the nature and purpose of, and the need to take, the administrative action;

12.2.27.3 the likely effect of the administrative action;

12.2.27.4 the urgency of taking the administrative action or the urgency of the matter; and

12.2.27.5 the need to promote an efficient administration and good governance\(^47\).

12.2.28 It must be noted that whilst the powers of SANRAL to grant permission for the erection, construction, laying or alteration of structures on, over or under a national road also extend to land in a building restriction area, a building restriction area excludes certain land in an urban area\(^48\).

12.2.29 The powers of SANRAL also do not apply to structures or services erected by the South African Rail Commuter Corporation on its own land, or dwellings or other structures on a farm used only for farming purposes.

12.2.30 As noted above, in approving an application for development within a national road or land within a building restriction area, SANRAL is entitled to impose conditions on certain specified issues, namely:

12.2.30.1 the specifications to which the structure, other thing, alteration or addition must comply\(^49\);

12.2.30.2 the manner and circumstances in which, the place where and the conditions on which the structure, other thing, alteration or addition may be erected, constructed, laid, established or made\(^50\); and

12.2.30.3 the obligations to be fulfilled by the owner of the land in question if the structure, other thing, alteration or addition is erected, constructed, laid, established or made\(^51\).

12.2.31 Under the National Roads Act\(^52\)
which has, apart from section 2(1)(a), been repealed by the Act, the Department of Transport was entitled to impose building lines. This power has not been carried forward in the Act in favour of SANRAL.

12.2.32 SANRAL is however entitled to approve or reject applications for the erection, construction, laying or establishment of structures or any other thing on land within a building restriction area (or a national road). In approving such an application therefore, SANRAL is entitled to impose conditions, including a building line, provided that the building line does not extend beyond the boundary of the building restriction area or the national road, as the case may be.

12.2.33 Where possible therefore, a 10m (ten metre) building line will be applicable in urban areas for single residential developments.

12.2.34 SANRAL may allow the erection of a structure within the 10m building line but in that event, a clause (“a removal clause”) must be registered against the title deed of the relevant property entitling SANRAL to require the removal of such structure, should this be necessary at any time in the future.

12.2.35 The building line imposed on approval of an application for township development cannot be relaxed, but consent may be given to construct a non-permanent structure (such as a swimming pool, aviary, wendy house, concrete garage, carport, etc), provided a removal clause is registered against the title deed of the relevant property.

12.2.36 Where possible, a 20m (twenty metre) building line will be applicable to industrial and light industrial developments. Such developments will generally include manufacturing concerns as opposed to commercial or retail developments.

12.2.37 Where possible, a 30m (thirty metre) building line will be applicable to service stations in rural areas.

12.2.38 In determining such a building line, SANRAL must comply with the provisions of Act 3 of 2000, and must be able to justify the imposition of a building line on the grounds of safety or some such similar reason.

12.2.39 SANRAL is not entitled to impose a building line simply because it wishes to retain undeveloped land for some future, unspecified expansion of the national road.

12.2.40 It is noted that building lines are generally imposed in order to reserve the area for future services as SANRAL does not allow parallel services inside the road reserve.

12.3 POLICIES AND PROCEDURES

12.3.1 Building works

12.3.1.1 The provisions of the “Procedures for Road Planning and Geometric Design” apply to construction of farm water supply pipes, power lines and telecommunication lines and these must be adhered to in considering any application under section 48.
12.3.1.2 SANRAL will not accept responsibility for any expenditure incurred in connection with the erection of any structure or other thing.

12.3.1.3 The applicant must indemnify SANRAL against and hold it harmless for any claim or damages that the applicant or its successor-in-title may suffer should the national road be widened in the future.

12.3.1.4 The applicant must also bear responsibility for any damage caused to the national road or a user thereof by the erection, use or removal of the structure erected by the applicant.

12.3.1.5 In the event that the application for building works is approved, SANRAL shall conclude an agreement with the applicant.

12.3.1.6 The Route Manager must be provided with a copy of any conditions of approval to ensure that these are adhered to.

12.3.2 Township development

12.3.2.1 Chapter 13, dealing with section 49 of the Act, must be referred to in determining SANRAL’s rights and obligations with respect to applications for township development alongside a national road.

12.3.2.2 If the land on which development is proposed falls within a building restriction area, then the developer must obtain the consent of SANRAL with respect to any portion of the proposed development which will fall within such building restriction area.

12.3.2.3 Large areas of land adjacent to existing urban areas or in areas identified for tourism are currently being developed and SANRAL must determine in every case whether the development lies within the building restriction area or within an area that could have negative impacts on a national road.

12.3.2.4 A developer is obliged to obtain development approval and environmental authorisation for his or her proposed development.

12.3.2.5 In both cases, the applications will include public processes and SANRAL will be given an opportunity to advise on its requirements. For example, if a large residential development is proposed by a developer and the residents of such development are to gain access to the development via an existing off-ramp from a national road, it may be necessary for the developer to upgrade the off-ramp. The developer may be responsible for the full costs of the upgrade or at least a portion thereof, depending on the circumstances.

12.3.2.6 Likewise, for reasons of public safety, it may be necessary for a developer to fence a development that is near or adjoins a national road. SANRAL can argue that the developer of a private development should erect such fencing at its cost, prior to the developer allowing occupation of the development to any purchasers of sites therein. It may not be possible to recover the
costs of fencing if a low income, government subsidised, housing project is to be developed.

12.3.2.7 It is important to note that if application for development approval is made in terms of the Development Facilitation Act\(^6\), the Development Tribunal may set aside any law on physical planning, any law requiring the approval of an authority for the subdivision of land and any other law relating to land development, which in the opinion of the Tribunal, may have a dilatory effect on the development of a land development area or the settlement of persons therein\(^6\).

12.3.2.8 Before taking a decision to suspend the application of a law, the Tribunal will afford the authority responsible for implementing such law, an opportunity to provide the Tribunal with its views on the expediency of such a decision in the circumstances\(^6\).

12.3.2.9 SANRAL must therefore ensure that it considers all applications for development approval and determines whether it is necessary to make written submissions and attend on the hearing of the Development Tribunal\(^6\) if the provisions of the Act are to be suspended to the prejudice of SANRAL.

12.3.2.10 If SANRAL is prepared to allow development within the building restriction area, it must submit its proposed conditions of approval to the approving authority so that these can be included in the conditions of that authority, should the application for development approval be approved.

12.3.2.11 A precedent of standard conditions of approval for an application for development rights is annexed\(^6\).

12.3.2.12 The Route Manager must be provided with a copy of any conditions of approval to ensure that these are adhered to.

12.3.3 Agreements for permission for utilities / services (wayleave agreements)

12.3.3.1 The provisions of the “Guidelines for the Installation of Underground and Overhead Utilities within National Road Reserves”\(^6\)

12.3.3.2 These guidelines detail the application procedure, installation procedure and technical requirements and give guidelines on the reinstatement of the national road after the completion of the works.

12.3.3.3 In essence, an application form\(^6\), with the plans referred to in the guidelines must be submitted and if approved, an agreement will be concluded between SANRAL and the applicant. The agreement can consist of a letter to the service provider where the terms and conditions of the arrangements are confirmed in writing and then acknowledged by th service provider in writing.

12.3.3.4 Following installation of the relevant services, as-built plans must be submitted to SANRAL and thereafter a final inspection will

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\(^1\) Act 67 of 1995  
\(^2\) Section 33(2)(j) of Act 67 of 1995  
\(^3\) Annexure 12.4.1  
\(^4\) Published by SANRAL on 6 November 2001  
\(^5\) The wayleave application form is attached as annexure 12.4.3
take place.

12.3.3.5 A precedent of a standard agreement is annexed hereto.\textsuperscript{65}

12.3.3.6 In the event that a letter setting out the applicable conditions is issued (instead of an agreement being concluded), the written acceptance of those conditions by the applicant must be a condition for such approval.\textsuperscript{66}

12.3.3.7 The Route Manager must be provided with a copy of any agreement to ensure that its terms and conditions are adhered to.

12.3.4 Cellular phone masts

12.3.4.1 The applicant must submit an application in writing to SANRAL.

12.3.4.2 The standard conditions applicable to the erection of cellular telephone infrastructure is annexed.\textsuperscript{67}

12.3.4.3 The Route Manager must be provided with a copy of any conditions of approval to ensure that these are adhered to.

12.4 ANNEXURES

12.4.1 Standard conditions of approval for an application for development rights for a township

12.4.2 Precedent of a letter regarding a breach of the conditions of approval

12.4.3 Wayleave / encroachment application form

12.4.4 Standard wayleave agreement

12.4.5 Standard conditions for cellular telephone infrastructure

12.4.6 Standard conditions for Telkom services

12.4.7 Standard conditions for overhead Eskom services

\textsuperscript{65} Annexure 12.4.4

\textsuperscript{66} Annexure 12.4.6 sets out standard conditions for Telkom services and annexure 12.4.7 sets out conditions for overhead Eskom services

\textsuperscript{67} Annexure 12.4.5
12.4 ANNEXURES

Annexure 12.4.1

Standard conditions of approval for an application for development rights for a township

1. The erven within the land development area shall be designated and laid out in accordance with the Layout Plan No. *** REV *** dated ***, which layout is hereby approved.

2. Prior to the approval of a general plan over that portion of the layout relating to sites adjoining the national road, where changes are proposed to that portion of the layout relating to sites adjoining the national road, the written approval of the SANRAL shall be required.

3. Upon approval of a general plan over the sites adjoining the national road, the layout may be amended or cancelled in terms of section 37 (2) of the Land Survey Act, (Act 8/1997) with the prior consent of the SANRAL.

4. No structure or other thing (including anything which is attached to the land on which it stands even though it does not form part of that land) shall be erected, laid or established within the land development area within a distance of 10 metres from the boundary of the national road without the written approval of the SANRAL.

5. The provisions of paragraph 6 above shall be recorded, at the cost of the developer, in the title deeds of each of the sites that are adjacent to the national road.

6. A permanent 2m brick wall or security fence must be erected on the boundary of the land development area and the national road reserve. Detailed plans of the proposed wall or security fence must be submitted to the SANRAL for approval prior to the erection thereof. The maintenance of the wall/security fence will be the responsibility of the property owner/successor in title.

7. No direct access or egress from the land development area to the national road shall be permitted. Access must be obtained from the existing provincial road.

8. The SANRAL will not be liable for any damage or diminishment in value of the land development area arising out of any impact on the proposed development as a result of existing or future stormwater drainage from the national road.

9. Such facilities as are necessary for the control and disposal of stormwater from the land
development area shall be constructed to the satisfaction of the SANRAL.

10 No free standing advertising signs will be allowed in terms of Regulations on Advertising on or visible from the National Road as published in Government Gazette no 6968 dated 22 December 2000.

11 The SANRAL shall not be held liable to any party should it be found at any time in the future that noise, air pollution and light pollution emanating from the national road presents a problem to the development adjacent to the national road. The developer/successor in title/local authority (advise) shall be responsible for taking such steps as may be necessary to reduce the impact of such noise, air and/or light pollution.

12 The provisions of paragraph 13 above shall be recorded in the title deeds of each of the properties within the township.

13 The written confirmation of the SANRAL, that the conditions referred to herein have been fulfilled to its satisfaction, shall be required prior to the opening of any township register with respect to the sites that are adjacent to the national road. The applicant/developer shall provide SANRAL with a certificate from a professional consulting engineer certifying that the design and construction of all services and other improvements referred to in these conditions has been undertaken to the required standards.

14 The approval granted herein by the SANRAL does not exempt the developer from the provisions of any other legislation.
12.4 ANNEXURES

Annexure 12.4.2 Precedent of a notice to be served where a person has contravened conditions of approval

********** TOWNSHIP / NOTICE OF CONTRAVENTION OF CONDITIONS OF APPROVAL

We refer to the conditions of approval dated ********** which were issued with respect to your application for approval of the abovementioned township.

It has come to the attention of the South African National Roads Agency Limited ("the SANRAL") that you have contravened the said conditions in that you have ******** (insert detail of contravention).

We hereby give you notice that unless you rectify your breach of the abovementioned conditions within 30 (thirty) days of date hereof, we shall:

(a) lodge a complaint with the South African Police Services and request that you be prosecuted for a contravention of Act 7 of 1998;

(b) if necessary, apply to the High Court for an order that you comply with the conditions of approval the SANRAL have issued;

(c) if necessary, apply to the High Court for an order that you be interdicted and restrained from proceeding further with any construction or other activity with respect to such township until you have rectified your breach of the said conditions to our satisfaction;

(d) seek an order for costs against you.
12.4 ANNEXURES

Annexure 12.4.3 Wayleave / encroachment application form

WAYLEASE / ENCROACHMENT APPLICATION

APPLICATION AND CONSENT IN TERM OF SECTION 48 OF THE NATIONAL ROAD ACT 7 OF 1998 TO ENCROACH ON THE NATIONAL ROAD RESERVE BOUNDARY OR WITHIN THE BUILDING RESTRICTION AREA

SERVICE OWNER: APPLICANT:

Address: Address:

Contact Person: Contact Person:

Telephone: Telephone:

Facsimile: Facsimile:

Wayleave Contact Person: Telephone:

PURPOSE OF APPLICATION

1. To install a new service
2. To maintain/repair, replace an existing services
3. To occupy or perform other operations
4. Haul new cable in existing Ducks and install new pipes
5. Install cable on existing Pole Route Mark with X

SERVICE DETAILS

FULLY DESCRIBE TYPE OF SERVICE, AND WORK TO BE UNDERTAKEN IN THE ROAD RESERVE OR BUILDING RESTRICTED AREA INDICATING CLEARLY THE LOCATION AND POSITION RELATED TO THE BLUE NATIONAL ROAD MARKER BOARDS AND ROAD RESERVE BOUNDARY.

ROAD NUMBER

EXAMPLE

SECTION

NATIONAL ROADS MARKER BOARDS AT 200 M INTERVALS BETWEEN LANDMARKS AND

Your Reference: Your Plan No:
GENERAL INFORMATION [mark with X]

IN CASE OF AN OVERHEAD/UNDERGROUND SERVICE OR CROSSING IN BRIDGE OR OTHER STRUCTURE
ATTACH THREE COPIES OF A CROSS-SECTIONAL DIAGRAM SHOWING THE POSITION OF THE
SERVICE/STRUCTURE IN RELATION TO THE ROAD AND ROAD RESERVE AND HEIGHT ABOVE OR DEPTH
BELOW THE ROADWAY AS WELL AS THREE COPIES OF THE LAYOUT PLAN.

<table>
<thead>
<tr>
<th>WATER</th>
<th>SEWER</th>
<th>GAS</th>
<th>OTHER</th>
<th>ELECTRICITY</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crossing under road [ ]</td>
<td></td>
<td></td>
<td></td>
<td>Crossing Overhead [ ]</td>
<td></td>
</tr>
<tr>
<td>In existing Duct [ ]</td>
<td>Jacking Under Road [ ]</td>
<td></td>
<td></td>
<td>Parallel Underground [ ]</td>
<td></td>
</tr>
<tr>
<td>Through Structure [ ]</td>
<td>Auger Under Ramps [ ]</td>
<td></td>
<td></td>
<td>Parallel Overhead [ ]</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Street Lighting [ ]</td>
<td></td>
</tr>
</tbody>
</table>

GENERAL INFORMATION continued………[Mark with X]

SERVICE PARALLEL TO NATIONAL ROAD:

<table>
<thead>
<tr>
<th>From Marker Board km. Point</th>
<th>To Marker Board km. Point</th>
<th>Distance within / outside Road Reserve Boundary (left or right)</th>
<th>Buried / Overhead Depth / Height Size &amp; Type of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SERVICE CROSSING NATIONAL ROAD

<table>
<thead>
<tr>
<th>Kilometer Point</th>
<th>Buried Depth below height in of Voltage metres above Roadway</th>
<th>Overhead Size &amp; Type of Service from Road Reserve Boundary Left &amp; Right North being left</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THROUGH CULVERT

<table>
<thead>
<tr>
<th>Size, Type &amp; class of sleeve/ duct Cross-Sectional Area of Structure</th>
<th>Cross-Sectional Area of Encroachment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LOCATION OF SERVICE IN BRIDGE STRUCTURE:

<table>
<thead>
<tr>
<th>Km Point</th>
<th>Bridge Number</th>
<th>Interchange/Bridge Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*PLEASE NOTE: CONSENT VALID FOR TWELVE MONTHS FROM APPROVAL

DECLARATION OF SERVICE OWNER:

I ACCEPT ALL CONDITIONS IMPOSED BY THE SOUTH AFRICAN NATIONAL ROADS AGENCY ON THIS ENCROACHMENT APPLICATION.

_________________________ ________________________________
SIGNATURE DATE
Chapter 12 - Structures and other works on, over or below National roads or certain other land

Rev. 0 - March 2009

Statutory Control Guideline Manual

Ch. 12
Page 18

COMPLETED FORM TO BE RETURN TO:
REGIONAL MANAGER
SA NATIONAL ROADS AGENCY LTD
PRIVATE BAG X19, BELLVILLE, 7530
FOR ATTENTION: STATUTORY SECTION
TEL: +27(21) 957 4600 FAX: +(21) 946 1630
e-mail: runkelc@nra.co.za

FOR SOUTH AFRICAN NATIONAL ROADS AGENCY USE

COMPLETION DATE FILE REFERENCE CONSENT NUMBER

______________________________           ________________________
REGIONAL MANAGER      DATE APPROVED

__________________________________________________________________
12.4 ANNEXURES

Annexure 12.4.4

Standard wayleave agreement

MEMORANDUM OF AGREEMENT

entered into between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED
(hereinafter referred to as "the SANRAL")

and

____________________________________________
(hereinafter referred to as “the Service Owner”)

1   DEFINITIONS

1.1 Words importing the singular shall include the plural and vice versa and any reference to the male gender shall include reference to the female and neuter genders.

1.2 Headings are used for the purpose of convenience only and shall not be used in the interpretation of this agreement.

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

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

1.5 Any reference to days shall be reference to business days.

1.6 For the purposes of this agreement, unless the context otherwise requires it, the following words and phrases shall mean:

1.6.1 “the Act” The South African National Roads Agency Limited and National Roads Act, 7 of 1998;

1.6.2 "effective date" the date by when the parties have both signed this agreement;

1.6.3 “the road reserve” the road reserve for the _______ National Route;

1.6.4 “the SANRAL” the South African National Roads Agency Limited, represented herein by __________________________in his capacity as __________________________, he being duly
authorised thereunto;

1.6.5 “the service” __________________________________________;

1.6.6 “specified section of the road reserve” that portion of the road reserve between kilometre _____ and kilometre _____;

1.6.7 “termination date” _____________________________.

2 MATTERS RECORDED

It is recorded that:

2.1 the Service Owner wishes to instal and operate the service within the specified section of the road reserve as indicated on the attached plan no ________________;

2.2 the SANRAL has granted the Service Owner permission to do so in terms of section 48(1)(a) of the Act;

2.3 the parties wish to record their agreement in writing.

3 PERMISSION IN TERMS OF THE ACT

3.1 Subject to the terms and conditions of this agreement and with effect from the effective date, the SANRAL grants permission to the Service Owner to instal and operate the service within the specified section of the road reserve.

3.2 The rights granted to the Service Owner in terms of this agreement shall not at any time constitute a servitude or any real right capable of registration by the Registrar of Deeds.

3.3 The rights granted to the Service Owner are non-exclusive rights and shall not preclude the SANRAL from granting similar rights and/or other real or personal rights to any other party, and the SANRAL may exercise such rights itself, whether above or below the surface of the road reserve. The Service Owner shall have no claim of whatsoever nature against the SANRAL should it grant such similar rights to a third party.

4 COMMENCEMENT AND DURATION OF THE AGREEMENT

The right of the Service Owner to install and operate the service within the specified section of the road reserve shall commence with effect from the effective date and shall endure until the termination date.

5 PAYMENT OF FEES

5.1 The Service Owner shall pay such fees as may be determined by the SANRAL from time to time for the rights granted to the Service Owner in this agreement.
5.2 The fees shall be paid by the Service Owner in accordance with the rates approved by the SANRAL.

6 CONDITIONS APPLICABLE TO THE PERMISSION GRANTED IN TERMS OF THIS AGREEMENT

6.1 The SANRAL shall not be liable for any expenditure incurred with respect to the installation or operation of the service.

6.2 The SANRAL shall not be liable for any expenditure incurred with respect to the removal, shifting or relocation of the service in the event that this is required by the SANRAL during the currency of this agreement.

6.3 In the event that the SANRAL instructs in writing the removal or relocation of the service for any cause whatsoever, the Service Owner shall, within 30 (thirty) days of receipt of such written instruction, attend to the removal or relocation of the service.

6.4 In the event that the Service Owner does not comply with the notice referred to in clause 6.3 above and fails to remove or relocate the service as required by the SANRAL, the SANRAL may proceed to remove or relocate the service and claim the costs occasioned thereby from the Service Owner.

6.5 The Service Owner shall settle the costs plus interest referred to in clause 6.4 above within 30 (thirty) days of receiving notification thereof.

6.6 The Service Owner shall be responsible for the maintenance of the service and all costs associated therewith, howsoever they may be caused.

6.7 The Service Owner hereby indemnifies and shall hold the SANRAL harmless against all and any claims for loss or damages, inclusive of all legal costs, which may be instituted or suffered by any person (including, but not limited to road users and/or third parties), as a result of the erection, construction, operation or maintenance of the service in terms of this agreement, or as a result of the failure of the Service Owner to comply with the terms of this agreement or for any reason whatsoever, howsoever caused.

6.8 The SANRAL shall not be liable for any loss or damage suffered by the Service Owner as a result of anything which may be done in connection with the road construction, road operation and/or road maintenance or by any action whatsoever.

6.9 The Service Owner indemnifies the SANRAL against any and all damage to the national road, structures and any other assets on, under or over the road reserve caused by the Service Owner, its employees, agents, contractors and/or their sub-contractors during the currency of this agreement.

6.10 Procedures as to how work must be executed within the road reserve, inform Route Manager and SANRAL prior to the proposed work, eg, Traffic accommodation, etc.

6.11 On or before the termination of this agreement, the Service Owner shall be responsible for the removal of the service and shall rehabilitate the road reserve and restore it to the same state it
was in on the commencement date.

6.12 The Service Owner shall not be entitled to cede any of its rights or delegate any of its obligations under this agreement without the prior written consent of the SANRAL.

7 BREACH

Should either party commit a breach of any provision of this agreement and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other party requiring it to do so, then the aggrieved party shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting parties obligations whether or not due for performance, in either event without prejudice to the aggrieved party’s rights to claim damages.

8 DOMICILIA CITANDI ET EXECUTANDI

8.1 The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with this agreement as follows:

8.1.1 the SANRAL: Ditsela Place, 1204 Park Street, Hatfield, 0083;

8.1.2 the Service Owner: ____________________________________________.

8.2 Either party hereto shall be entitled to change its domicilium from time to time provided that any new domicilium selected by it shall be situated in the Republic of South Africa and shall be an address other than a box number and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

8.3 All notices, demands and communications intended for either party shall be made or given at such party’s domicilium for the time being and if forwarded by pre-paid registered post shall be deemed to have been made or given 7 (seven) days after the date of posting.

8.4 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at his chosen domicilium citandi et executandi.

9 WAIVER

9.1 The waiver (whether express or implied) by either party of any breach of the terms or conditions of this agreement by the other party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

9.2 No favour, delay or relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under this agreement.
9.3 The expiry or termination of this agreement shall not prejudice the rights of either party in respect of any antecedent breach or non-performance by the other party of any of the terms or conditions hereof.

10 VARIATIONS

No variations, modification or waiver of any provision of this agreement or consent to any departure therefrom shall in any way be of any force or effect unless confirmed in writing and signed by the parties and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

11 WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties in relation to its subject matter and supersedes all prior agreements and no documentation, representation, warranty or agreement not contained herein shall be of any force between the parties.

SIGNED at _______________________ this _____ day of _____________________ 200__.

AS WITNESSES:

1. ________________________________

2. for and on behalf of

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

SIGNED at _______________________ this _____ day of _____________________ 200__.

AS WITNESSES:

1. ________________________________

2. for and on behalf of

THE SERVICE OWNER
12.4 ANNEXURES

Annexure 12.4.5

Standard conditions for cellular telephone infrastructure

1 DEFINITIONS

1.1 Words importing the singular shall include the plural and vice versa and any reference to the male gender shall include reference to the female and neuter genders.

1.2 Headings are used for the purpose of convenience only and shall not be used in the interpretation of these conditions.

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

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

1.5 Any reference to days shall be reference to business days.

1.6 For the purposes of these conditions, unless the context otherwise requires it, the following words and phrases shall mean:

1.6.1 “the Act” The South African National Roads Agency Limited and National Roads Act, 7 of 1998;

1.6.2 “effective date” ________________________;

1.6.3 “the road reserve” the road reserve for the _______ National Route;

1.6.4 “the SANRAL” the South African National Roads Agency Limited, represented herein by ______________________ in his capacity as _________________________, he being duly authorised thereunto;

1.6.5 “the works” __________________________________________;

1.6.6 “specified section of the road reserve” that portion of the road reserve between kilometre _____ and kilometre _____;
1.6.7 “termination date” _____________________________.

2 PERMISSION IN TERMS OF THE ACT

2.1 The SANRAL hereby grants permission to the Applicant to instal and operate the works within the specified section of the road reserve with effect from the effective date.

2.2 The rights granted to the Applicant in terms hereof shall not at any time constitute a servitude or any real right capable of registration by the Registrar of Deeds.

2.3 The rights granted to the Applicant are non-exclusive rights and shall not preclude the SANRAL from granting similar rights and/or other real or personal rights to any other party, and the SANRAL may exercise such rights itself. The Applicant shall have no claim of whatsoever nature against the SANRAL should it grant such similar rights to a third party.

3 COMMENCEMENT AND DURATION OF THE APPROVAL

The right of the Applicant to instal and operate the works within the specified section of the road reserve shall commence with effect from the effective date and shall endure until the termination date.

4 PAYMENT OF FEES

4.1 The Applicant shall pay such fees as may be determined by the SANRAL from time to time for the rights granted to the Applicant herein.

4.2 The fees shall be paid by the Applicant on the dates determined by the SANRAL.

5 CONDITIONS APPLICABLE TO THE PERMISSION GRANTED HEREIN

5.1 The SANRAL shall not be liable for any expenditure incurred with respect to the installation or operation of the works.

5.2 The SANRAL's written approval of the design and layout of the works, stormwater drainage and landscaping shall be required prior to erection and construction thereof.

5.3 The works must be placed as close as possible to the fence or boundary of the road reserve and must not be closer than 10 (ten) metres from the shoulder break point of the national road or 3 (three) metres from the toe line of the earthworks whichever is the greater.

5.4 The Applicant undertakes, at its own cost, to instal any safety devices and/or measures as may be considered necessary by the SANRAL to ensure the safety of road users.

5.5 The works shall be fenced to the satisfaction of the SANRAL and no access or egress from the works shall be obtained without the prior written consent of the SANRAL.

5.6 The Applicant shall ensure that no third parties are able to use the access or egress routes
allowed by the SANRAL for the Applicant.

5.7 All materials used by the Applicant in the construction of the works shall be to the satisfaction of the SANRAL.

5.8 The construction of the works shall be carried out by a contractor acceptable to the SANRAL.

5.9 A certificate of acceptance shall be issued by a professional engineer after the erection and construction of the works is completed and the SANRAL shall be provided with a copy thereof prior to the works being commissioned.

5.10 The Applicant shall ensure that all existing services within or adjacent to the road reserve are not affected by the construction or erection of the works and shall obtain written permission from the affected service providers confirming that they have no objection to the works.

5.11 The Applicant shall ensure that the safety of users of the national road is not compromised in any way whatsoever.

5.12 The Applicant shall ensure that at all times, the reflection off the exterior of the works by sunlight, headlights of vehicles or any other source shall not result in a glare to motorists.

5.13 Lights installed at the specified section of the road reserve shall not have a disturbing effect on the users of the national road. Screening shall be provided, where necessary, at the cost of the Applicant.

5.14 The Applicant shall arrange with the relevant traffic authorities for the safe control of traffic during the erection and construction of the works.

5.15 The SANRAL shall not be liable for any expenditure incurred with respect to the removal, shifting or relocation of the works in the event that this is required by the SANRAL during the currency of this approval.

5.16 In the event that the SANRAL requests in writing the removal or relocation of the works for any cause whatsoever, the Applicant shall, within 30 (thirty) days of receipt of such written request, attend to the removal or relocation of the works.

5.17 In the event that the Applicant does not comply with the notice referred to in clause 5.16 above and fails to remove or relocate the works as required by the SANRAL, the SANRAL may proceed to remove or relocate the works and claim the costs occasioned thereby from the Applicant.

5.18 The Applicant shall settle the costs referred to in clause 5.17 above within 30 (thirty) days of receiving notification thereof.

5.19 The Applicant shall be responsible for the maintenance of the works and all costs associated therewith, howsoever they may be caused.

5.20 The Applicant hereby indemnifies and shall hold the SANRAL harmless against all and any
claims for loss or damages, inclusive of all legal costs, which may be instituted or suffered by any person (including, but not limited to road users and/or third parties), as a result of the erection, construction, operation or maintenance of the works in terms of this approval, or as a result of the failure of the Applicant to comply with the terms of these conditions or for any reason whatsoever, howsoever caused.

5.21 The SANRAL shall not be liable for any loss or damage suffered by the Applicant as a result of anything which may be done in connection with the construction, operation and/or maintenance of the works or by any action whatsoever.

5.22 The Applicant indemnifies the SANRAL against any and all damage to the national road, structures and any other assets on, under or over the road reserve caused by the Applicant, its employees, agents, contractors and/or their sub-contractors during the currency of this approval.

5.23 On or before the termination of this approval, the Applicant shall be responsible for the removal of the works and shall rehabilitate the road reserve and restore it to the same state it was in on the commencement date.

5.24 The Applicant shall not be entitled to cede any of its rights or delegate any of its obligations granted or imposed hereunder to any third party without the prior written consent of the SANRAL.

5.25 The waiver (whether express or implied) by the SANRAL of any breach of the terms or conditions herein by the Applicant shall not prejudice any remedy of the SANRAL in respect of any continuing or other breach of the terms and conditions hereof.

5.26 No favour, delay or relaxation or indulgence on the part of the SANRAL in exercising any power or right conferred on the SANRAL in terms of these conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under these conditions.

5.27 The expiry or termination of this approval shall not prejudice the rights of the SANRAL in respect of any antecedent breach or non-performance by the Applicant of any of the terms or conditions hereof.

5.28 No variations, modification or waiver of any provision hereof or consent to any departure therefrom shall in any way be of any force or effect unless confirmed in writing and signed by the SANRAL and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

5.29 The approval granted herein shall not exempt the Applicant from obtaining any approval required under any other legislation.
12.4 ANNEXURES

Annexure 12.4.6 Standard conditions for Telkom Services

Standard South African National Roads Agency Limited (SANRAL) approved your application on ................. in terms of Section 48 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

1.1 No pole, stay, pipe or cable shall be erected laid within/further than a distance of .............. metres, measured from the national road reserve boundary.

1.2 The Regional Manager of SANRAL may at his discretion authorise a deviation of condition 1.1 within the national road reserve.

2 Installation and Maintenance of Services

2.1 The top covers of all manholes within the national road reserve shall be level with the natural ground level.

2.2 A vertical clearance of not less than 6,5 metres, measured from the crown of the national road to the lowest wire, shall be observed.

2.3 The underground cable shall be laid inside a sleeve pipe, the top convex of which shall be at least one metre below the surface of the national road and the natural ground level. Such sleeve pipe shall be jacked through underneath the national road and shall extend across the full width of the road reserve.

2.4 The jacking action may be undertaken from within the road reserve but not closer than 3 metres from the road prism. The jacking pit within the road reserve shall be fenced during jacking operations.

2.5 All underground cables within the national road reserve shall be laid inside a sleeve pipe, the top convex of which shall be at least 1 metre below the surface of the national road and the natural ground level. Such pipe and cables may be laid in open trench across the carriageway of the national road and across the on- and off-ramp terminals provided no excavation is left open during night.

2.6 No work within the national road shall be executed prior to consultation with the Route Manager concerned and all backfilling of trenches through the road prism shall be done by or under supervision of the Route Manager at the cost of Telkom SA Limited.

2.7 Telkom SA Limited shall undertake to maintain any pole, stay or overhead wire/cable or pipe at all times at its own cost and to take all necessary precautions to ensure the safety of road users.

2.8 All work shall be carried out to the satisfaction of and subject to the requirements of the Regional
Manager. Telkom SA Limited shall provide SANRAL with a certificate from a professional consulting engineer certifying that the design and construction of all services and other improvements referred to in these conditions has been undertaken to the required standards.

3 Costs and Indemnity

3.1 SANRAL shall not be involved in any expenditure in connection with the erection of any pole, stay or overhead wire/the laying of any underground cable or pipe and shall not be responsible or liable for any financial expenditure or loss in the event of SANRAL ordering the removal or the shifting or the relocation of anything related to this permission as a result of road works.

3.2 Telkom SA Limited indemnifies SANRAL against, and hold it harmless from, any claim or damages which may be instituted or suffered by any person, including legal costs incurred as a result of the establishment or erection of any pole, stay or overhead wire/the laying of any underground cable or pipe or any other works erected or established on the site by Telkom, or as a result of any failure by Telkom to comply with any of the conditions contained herein or to maintain properly and render safe anything whatsoever to which this permission relates, or other works, or as a result of any damage to such works, by whomsoever caused, or as a result of the lapsing of the approval, or as a result of any alteration to the national road.

3.3 SANRAL shall not be liable for any loss or damage suffered by Telkom SA Limited as a result of anything which may be done in connection with road construction or road maintenance or by any action whatsoever.

4 Notification of Commencement and Completion

4.1 Telkom SA Limited shall at least fourteen (14) days prior to the commencement of the work advise the Regional Manager in writing of the date upon which the work shall be commenced with.

4.2 The Regional Manager shall also be advised in writing, within thirty (30) days after the completion of the work, of the date upon which the work was completed.

5 Acceptance of Conditions

5.1 Prior to the commencement of any work authorised in terms hereof, Telkom SA Limited shall confirm in writing its acceptance of these conditions.

5.2 Any action taken by the applicant in terms of this approval shall be regarded as an acceptance of and compliance with the aforementioned conditions including the indemnity.

5.3 Please be aware that all existing services, buildings and infrastructure are to be checked onsite by Telkom. Until clarity has been obtained on the conflicting clauses of the telecommunications Act and the National Roads Act as far as the conditions of approval of conditions of approval in terms of its Act (National Roads Act, Act 7 of 1998) and any provision in any other law or Act which protects the rights of the Service Owner shall not exempt the service owner from any condition imposed under the National Roads Act.
5.4 Any signature by an official of Telkom accepting SANRAL conditions shall be seen as having been authorised thereto by Telkom or any action by Telkom on site shall be seen as an acceptance of SANRAL conditions. Also any action by Telkom or its appointed contractor shall be seen as an acceptance of SANRAL conditions.

6 Additional Legal Requirements

6.1 This approval shall bind any successor-in-title to the land to which this approval relates.

6.2 This approval does not exempt the applicant from the provisions of any other Act.

6.3 The applicant shall be liable for damage of any services in the N.… road reserve during the construction stage.
Annexure 12.4.7 Standard conditions for Overhead Eskom Services

Standard South African National Roads Agency Limited (SANRAL) approved your application on ……………….. in terms of Section 48 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

1.1 No tower, pole or stay shall be erected laid within/further than a distance of ……………….. metres, measured from the national road reserve boundary.

1.2 The Regional Manager of SANRAL may at his discretion authorise a deviation of condition 1.1 within the national road reserve.

2 Installation and Maintenance of Services

2.1 A vertical clearance of not less than 7,5 metres, measured from the crown of the national road to the lowest wire, shall be observed.

2.2 The applicant must provide all the necessary road signs during the execution of the work and he must ensure the safety of all the workers as well as the road users.

2.3 All civil work shall be carried out to the satisfaction of and subject to the requirements of the said Regional Manager.

2.4 The applicants shall undertake to maintain any tower, pole or overhead wire at all times at his own cost.

3 Costs and Indemnity

3.1 SANRAL shall not be involved in any expenditure in connection with the establishment or erection of any tower, pole or overhead wire and shall not be responsible or liable for any financial expenditure or loss in the event of SANRAL ordering the removal or the shifting or the relocation of anything related to this permission as a result of road works.

3.2 The applicant shall indemnify SANRAL against, and hold it harmless from, any claim or damages which may be instituted or suffered by any person, including legal costs incurred as a result of the establishment or erection of any tower, pole, or overhead wire or any other works erected or established on the site by the applicant, or as a result of any failure by the applicant to comply with any of the conditions contained herein or to maintain properly and render safe anything whatsoever to which this permission relates, or other works, or as a result of any
damage to such works, by whomsoever caused, or as a result of the lapsing of the approval, or as a result of any alteration to the national road.

3.3 SANRAL shall not be liable for any loss or damage suffered by the applicant as a result of anything which may be done in connection with road construction or road maintenance or by any action whatsoever.

4 Notification of Commencement and Completion

4.1 The applicant shall at least fourteen (14) days prior to the commencement of the work advise the Regional Manager in writing of the date upon which the work shall be commenced with.

4.2 The Regional Manager shall also be advised in writing, within thirty (30) days after the completion of the work, of the date upon which the work was completed.

5 Acceptance of Conditions

5.1 Prior to the commencement of any work authorised in terms hereof, the applicant shall confirm in writing its acceptance of these conditions.

5.2 Any action taken by the applicant in terms of this approval shall be regarded as an acceptance of and compliance with the aforementioned conditions including the indemnity.

5.3 Any signature by an official of the applicant accepting SANRAL’s conditions shall be seen as having been authorised thereto by the applicant or any action by the applicant on site shall be seen as an acceptance of SANRAL conditions. Also any action by the applicant or its appointed contractor shall be seen as an acceptance of SANRAL conditions.

6 Additional Legal Requirements

6.1 This approval shall bind any successor-in-title to the land to which this approval relates.

6.2 This approval does not exempt the applicant from the provisions of any other Act.

6.3 The applicant shall be liable for damage of any services in the N…. road reserve during the construction stage.