PROCEDURES FOR ROAD PLANNING AND GEOMETRIC DESIGN

SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

JANUARY 2003
PROCEDURES FOR ROAD PLANNING AND GEOMETRIC DESIGN

1) GENERAL

a) Relevance

This document explains the procedures required to be followed by Applicants applying to the SANRAL for approvals and permissions, and guides planners and designers working on SANRAL projects. It compliments the SANRAL Policy in respect of Road Planning and Design, as well as provides a background, where applicable, to the use of the SANRAL Geometric Design Guidelines.

b) Philosophy

The SANRAL wishes to ensure that Applicants requiring approval or permission from the SANRAL are well informed of the requirements of the SANRAL in respect of the facilities, accesses or developments proposed. At the same time, Applicants need to be aware of the processes which they need to follow and information they need provide to enable the SANRAL to arrive at consistent and fair decisions. The Procedures for Road Planning and Design are also provided to assist road planners and designers to ensure that they meet with the expectations of the SANRAL.

c) Application of these Procedures

The Procedures for Road Planning and Geometric Design have been prepared as a guideline to remove uncertainty and doubt regarding the requirements to be met and procedures to be followed by Applicants proposing facilities, accesses and developments on or alongside National Roads. For planners and designers, the Procedures elucidate the Policy and provide additional guidance.

The Procedures reflect the most basic and general requirements of the SANRAL, and in no way limit the SANRAL, or prevent it to require further information, impose further conditions to those stated in this document, or to relax any condition or requirement contained herein as circumstances, in the opinion of the SANRAL, may require.

2) ENVIRONMENTAL PROCEDURES

Introduction: Required Authorisations

For certain kinds of relatively minor roadworks, the SANRAL is not required by the Environmental Authorities to perform an Environmental Impact Assessment, whilst for those projects which involve major works, environmental considerations are of great importance, and need to comply with all aspects of Environmental Legislation. Each kind of roadworks is dealt with separately, below;

a) Routine Maintenance

Routine maintenance conducted within the road reserve does not require the performing of an Environmental Impact Assessment in terms of the Environmental Impact Assessment regulations.

b) Periodic Maintenance

Periodic maintenance conducted within the road reserve does not require the performing of an Environmental Impact Assessment in terms of the Environmental Regulations.

c) Special Maintenance

Special maintenance conducted within the road reserve may not require the performing of an Environmental Impact Assessment in terms of the Environmental Regulations.
d) Rehabilitation

Rehabilitation conducted within the road reserve does not require the performing of an Environmental Impact Assessment in terms of the Environmental Regulations.

Although none of the above-mentioned forms of work need authorisation from the Environmental Authorities, due consideration must be given to sound environmental management practices during the course of carrying out the work, as all Environmental Laws are still binding. The SANRAL’s generic Environmental Management Plan (EMP) must be attached to the tender documents, as a result.

e) Upgrading of Roads

Where upgrading work extends beyond the road reserve boundary, or where the traffic bearing capacity of a road is increased within the existing road reserve, the SANRAL’s Environmental Manager will consider if it may be possible to apply to be exempted from performing an Environmental Impact Assessment. Should exemption be granted, the SANRAL’s generic Environmental Management Plan must be included with the tender documentation and be implicitly adhered to. However, exemption from the Environmental Impact Assessment process does not mean exemption from all relevant environmental laws, and sound environmental management procedures should still be followed.

f) Greenfield projects

For all new roads, an Independent Environmental Consultant must be appointed to manage the process of obtaining authorisation from the relevant Environmental Authorities. The Independent Environmental Consultant shall conduct an Environmental Impact Assessment including a proper, transparent public participation process, as part of the environmental studies.

g) Integration of the Environmental Process with the Technical Design process

i) Project Proposal Stage

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Environmental phase</th>
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</thead>
<tbody>
<tr>
<td>Needs statement and project proposal formulated.</td>
<td>Establish if an environmental authorisation is required.</td>
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<tr>
<td></td>
<td>If required, appoint an Independent Environmental Consultant, and arrange a pre-application meeting to discuss application requirements.</td>
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During the project proposal and needs assessment phase, the necessity for an environmental authorisation must be established in consultation with the SANRAL’s Environmental Manager. If an Authorisation is required, an Independent Environmental Consultant must be appointed to conduct the Environmental Impact Assessment.

Hereafter a pre-application meeting must be convened with the Environmental Authorities. The Engineering Consultants must attend this meeting in order to supply technical information regarding the project.

Following the pre-application meeting, any required information, as well as the appropriate application forms need to be submitted to the Environmental Authorities.

h) Route Location Stage

<table>
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<tr>
<th>Project phase</th>
<th>Environmental phase</th>
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</thead>
<tbody>
<tr>
<td>Route Locations identified</td>
<td>Scoping phase commences</td>
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</table>

The various alternative and preferred route locations need to be finalised in order to allow the Independent Environmental Consultant to define the work to be included in the Scoping process.

The Scoping phase is the first phase of an Environmental Impact Assessment process and is undertaken
to identify issues and determine which require further investigation. The Independent Environmental Consultant must complete a Plan of Study for Scoping for submission to the Environmental Authorities. This Plan must define the scope of the project, the proposed approach to the Scoping Study and the manner in which the consultant intends to deal with the alternatives presented.

The Public Participation Process forms an important component of the Environmental Scoping Study process. The Consulting Engineers must attend meetings together with the Independent Environmental Consultant.

It is also important to note that the Scoping phase should not be considered purely as a mitigation exercise, but rather as one incorporating environmental issues into the design, thereby ensuring that the road is constructed and operated in the most sustainable manner.

i) Basic planning Stage

<table>
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<tr>
<th>Project phase</th>
<th>Environmental phase</th>
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</thead>
<tbody>
<tr>
<td>Basic Planning commences incorporating findings of Scoping Report</td>
<td>Scoping completed</td>
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</table>

Once the Scoping Report has been accepted by the Environmental Authorities and the interested and affected parties, the Environmental Impact Assessment phase can commence in conjunction with the preliminary design of the road, incorporating the environmental issues/mitigation contained in the Scoping Report. Following acceptance of the Scoping Report by the Environmental Authorities, a Plan of Study for the Environmental Impact Assessment should be prepared and submitted to the Environmental Authorities for approval.

On acceptance of the Plan of the Study for the Environmental Impact Assessment, the Environmental Impact Assessment can commence. This usually includes a number of specialist studies depending on the issues identified in the Scoping Phase. Specialists in the necessary fields carry out the required investigations, which typically include a quantification of the various risks involved with each given development and the proposing of alternative practices and measures to minimise or eliminate negative impacts, and to enhance the positive impacts. The Public Participation Process must continue throughout this phase.

The findings of the specialists studies, relevant available information and information regarding the characteristics and requirements of the proposed alternatives are integrated by the Consultant into an Environmental Impact Report. This report contains key information from each of the specialist studies, including the description and assessment of impacts in terms of their significance of extent, duration, intensity and probability of occurrence.

j) Final Design Stage

<table>
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<tr>
<th>Project phase</th>
<th>Environmental phase</th>
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When the Environmental Impact Report has been approved by the Environmental Authorities, a Record of Decision (ROD) will be issued. The final design stage can then commence, and must incorporate the recommendations made in the Environmental Impact Report. Relevant environmental issues must also be incorporated into the tender documents, and when necessary, Project Specifications must be written to suit the environmental requirements. A project specific Environmental Management Plan must be prepared to guide construction, rehabilitation and post construction activities. The Environmental Management Plan should also be approved by the Environmental Authorities.

k) Construction and Environmental Monitoring

During construction, the Environmental Control Officer will oversee all issues covered in the Environmental Management Plan and ensure that mitigatory measures, as stipulated in the EMP, are
carried out and that all environmental legislation is abided by. Full compliance with all environmental requirements must be considered when issuing completion certificates.

3) APPLICATIONS FOR NEW INTERCHANGES AND INTERSECTIONS

b) General

The number of access facilities (intersections and interchanges) should be kept to a minimum, and be consistent with the aim of achieving optimum use of the road facility. Approval for the provision of new access facilities will only be given by SANRAL once their conditions have been met and if adequate motivation for the provision of the new access facility is provided. Although approval-in-principle may have been granted, final approval will only be given if the design of the access satisfies the requirements as set out in the Geometric Design Guidelines.

c) Access application report

The person, body or authority requesting the access should submit an application report that should, at least, cover the following topics:

- The need for the access, or improved access, taking into account existing accesses and the capacity constraints of possible future adjoining accesses,
- Land use and trip generation scenarios, including exercised rights and undeveloped rights, envisaged future rights for different horizon years and the possibility of additional land rezoning as a result of the proposed access;
- Traffic flow considerations on the National Road resulting from the new access. Based on an acceptable modelling technique, this section of the report should provide information concerning traffic generation due to the new access (for various horizon years) and the consequences thereof on level of service (LOS) and volume/capacity (v/c) ratios of the National Road in relation to v/c ratios without the proposed new access. Where the spacing between the proposed and existing accesses approaches minimum values as suggested in the Geometric Design Guidelines, weaving aspects of expected traffic flow should be examined and reported on;
- Geometric layouts, including sight distances and cross-sections for all the elements of the proposed new access;
- Signage requirements and possible restrictions, if any;
- Environmental and social impact on traffic patterns in residential streets;
- Changes in traffic patterns for public places such as schools and hospitals; as well as;
- Noise and air pollution.

The access application report should also contain financial analyses for the different elements of the proposed access, including proposals regarding cost responsibilities. It should be noted that no direct costs incurred in the provision of the proposed access will be borne by SANRAL.

d) Implementation

Following acceptance of the access proposal by SANRAL, the applicant will be required to submit detailed design drawings and contract tender documentation for approval by SANRAL. All costs are to the account of the applicant

4) APPLICATION PROCEDURE FOR DIRECT ACCESS TO CLASS 3 SERVICE AREAS ALONG NATIONAL ROADS

a) General

The SARTSM Manual makes allowance for Rest and Service Areas, Classes 1 to 3. Classes 1 and 2 are those generally provided for by road authorities within the road reserve for the benefit of long distance travellers who wish to have a short rest break, and will typically include lay-byes with shade.

Private enterprise would usually only be interested in the full Rest and Service areas classified as Class
3 Rest and Service Areas. These qualify for a tourism Brown Sign, GFS B6-3, detailed in the SARTSM Manual.

Other services, such of vehicle service areas, may also be proposed for approval. These are specified in the SARTSM Manual as:

- Filling station and workshop GFS B2-1
- Filling station GFS B2-2
- Workshop GFS B2-4

Should an application be made for any of these three types of services, the same procedure as for Rest and Service Areas must be followed, and the standard conditions, following this section as Appendix A, will be applicable.

b) First Stage of the Application

The Developer should consult, as early as possible, with the relevant regional office of SANRAL to determine, amongst others:

- That there are no other applications for new facilities, or facilities within the specified minimum distance from the proposed development;
- The scope of any environmental studies to be undertaken;
- To whom the application should be directed (SANRAL or concessionaire);
- How the location of future roads or interchanges in the vicinity of the development are likely to affect the application, and vice versa;
- The adequacy of the spacing between the facility and adjacent interchanges;
- Impact of the development on the future upgrading of the road;
- Traffic related requirements;
- The Applicants acceptance, or otherwise, of the Conditions and Agreement which follow this section as Appendix A and B.

c) Second Stage of the Application

This stage involves the preparation of a preliminary approval application by a firm of consulting engineers for the consideration of the SANRAL regional office concerned.

It must be understood that preliminary approval will only be given by the SANRAL regional office if it is felt that the application may, ultimately, fully comply with the Policy, these Procedures, and the SANRAL Geometric Guidelines.

The preliminary approval application should contain amongst others the following:

- Locality map of a scale not smaller than 1:50 000;
- Development plan with basic layout of the Service Area to a scale of 1:2000;
- Locality of adjacent interchanges, if within 2,0km from the proposed facility;
- Distance to nearest other existing facilities;
- AADT, 30th highest hour traffic volume, historic and projected traffic growth rates and the percentage of heavy vehicles on the road;
- The Developer and Property details;
- Traffic impact study, if requested by SANRAL at this stage.

Preliminary Approval is no more than an indication that the application may proceed to final design stage, at the Developers risk. However, it should be noted that the final design may be rejected by SANRAL at final design stage, if it does not comply with SANRAL engineering standards.

d) Third Stage of the Application

This stage involves the final design of the facility, including the ramps. Once the application has been
preliminarily approved by the SANRAL regional office the following documents must be submitted within six months for further consideration;

- Detail geometric plans of the ramps;
- Layout plans of the Service Area showing the available parking spaces and all the other facilities available;
- Layout of the traffic signs and location of facility names and prime signs;
- Drainage plans;
- Details of the accommodation of traffic during the construction stage;
- Traffic impact study;
- Acceptance of an Agreement with SANRAL, which will include the paying of a levy to SANRAL, as determined from time to time by the Board;
- Environmental Impact Study, the scope of which would depend on the sensitivity of the location of the development.

**N.B.** Should the Applicant not be able to submit all of the above within the six months, the SANRAL will consider an extension of time of a further six months, provided that an application for extension of time is submitted before the initial six months has expired.

e) **Fourth Stage of the Application**

This stage involves consideration of the detailed application by SANRAL.

Once the final plans are accepted by the regional office, the application, together with the Agreement, will be submitted to the SANRAL Board for consideration.

If final approval is granted by the Board of SANRAL, the applicant must comply with the following:

Construction must start within six months from the date of final approval by the Board;

The Agreement between the SANRAL and the Applicant must be signed before any construction starts;

All construction to be completed within 18 months of the date of final approval of the Board.

f) **Fifth Stage of the Application**

This stage involves the handing in of **as built plans** to the relevant regional office of SANRAL within three months of completion of the construction.
APPENDIX A

STANDARD CONDITIONS APPLICABLE TO SERVICE AREAS

1. The applicant shall ensure that the level of safety and service to the travelling public on the National Road is maintained to the applicable standards of The South African National Roads SANRAL Limited (SANRAL) and to its satisfaction. This responsibility shall apply to the facilities as well as the accesses and service area, during the construction period, and the operation of the service area.

2. The applicant shall be responsible for obtaining any other permission, approval, concession, permit or licence required by other public or statutory authorities for the establishment, operation and maintenance of the facilities. The approval by SANRAL of any particular design aspect of the facility as a whole shall not bind any other authority to refuse or to approve the application in terms of its powers.

3. SANRAL reserves the right, in the interest of road safety, to amend or withdraw any condition or to impose new conditions, within the Policy of the Board.

4. The applicant shall appoint a professional consulting engineer, acceptable to SANRAL, for the planning of the layout of the facilities. The said consultant shall undertake all work in connection with the application.

5. The construction of the access road and all works within the National Road reserve shall be carried out by a contractor acceptable to SANRAL.

6. The requirements of the “Geometric Design Guidelines” of SANRAL, the “Spesiale Geometriese Standaarde” as set out in Chapter 4 of the manual “Toegang van en tot Fasiliteite langs Nasionale Deurpaaie”, shall apply. In the event of a conflict between standards contained in these two documents the “Spesiale Geometriese Standaarde” shall apply. These standards and guidelines notwithstanding, unless the SANRAL accepts a fully motivated reason for not doing so, all applicants shall include, as part of their plans, an overpass or underpass to accommodate the movement of delivery vehicles and staff between two facilities located on opposite sides of the road. In the event of a single facility being built, and later, a second facility on the opposite side of the road to serve the other direction of traffic is built, an overpass or underpass shall be required at the time the second facility is built, unless otherwise agreed with the SANRAL.

7. The drainage of the site, including the development thereon and all accesses to and from the National Road, shall comply with SANRAL standards and requirements and be in accordance with the “Manual on Road Drainage”, available from the Department of Transport, and the requirements contained therein.

8. The applicant shall receive and dispose of all storm water diverted from the National Road. Where storm water is diverted from the site to the National Road, the applicant shall construct, at his cost, any additional drainage structures required by SANRAL and in accordance with its directions.

9. All landscaping aspects within the National Road reserve shall be approved by SANRAL, prior to any work whatsoever being undertaken. No blocking or obstruction of any culvert in- or outlet shall be permitted.

10. The design and construction shall ensure that the reflection off the exterior surfaces of the structure/facility by sunlight or the headlights of vehicles shall not result in a glare to motorists. These requirements shall be met throughout the year.

11. Lighting installed to illuminate the facility and interchange at night as well as the effect of lights of vehicles calling at the facilities, shall not have a disturbing effect on the National Road user.
Screening shall be provided by the applicant, at his cost, where required by SANRAL.

12. Lighting (including adaptation lighting) of the roadway, at the facility or interchange, shall not be less than one tenth \( \left( \frac{1}{10} \right) \) of the outside road illumination. Lighting at night shall comply with A1 standard \( (1.5 \text{ cd/m}^2) \) of SABS 098, Part 1 of 1990.

13. Carbon monoxide pollution, as a result of vehicle exhaust fumes, shall be kept below 150 parts per million under all possible traffic conditions.

14. The materials design for all roads shall be done in accordance with the relevant procedure codes used by SANRAL. The quality of the road building materials and the preparation thereof shall conform to the latest “Standard Specifications for Road and Bridge Works” for State Road Authorities of the Committee of Land Transport Officials (COLTO).

15. Before construction commences, a set of film copies of the approved plans of the site layout as well as detail plans of the road signs and access roads, which comply with the requirements of SANRAL, shall be submitted to SANRAL. All work to be done within the National Road reserve must be presented on SANRAL Standard Sheets.

16. The quality and acceptance control of all works within the National Road reserve, shall be subject to approval by SANRAL and shall comply with the requirements of the “Standard Specifications for Road and Bridge Works” for State Road Authorities. A Certificate of Acceptance for the work will be issued by SANRAL after the work is completed in accordance with the applicable standards of SANRAL. The opening of the facility to the public may only be effected after such certificate has been issued.

17. All services crossing the National Road reserve or parallel to it within a 40 metre building line, whether above or below the natural ground level, shall be indicated clearly on the layout plan. Where applicable, sleeve pipes shall be jacked under the National Road at a depth of at least one metre below the road surface or the surrounding natural ground level which ever is the lower. Such sleeves shall extend across the full width of the road reserve. All services (i.e. water, sewage, power, telephone cables etc.) running parallel to the National Road reserve boundary shall be placed at least 10 m from the said boundary, within the area bounded by the said boundary and building line.

18. The property boundary of the development shall be fenced in accordance with SANRAL standards and no public vehicle access shall be obtained other than from the National Road reserve, as approved by SANRAL. Other controlled accesses may be installed provided that they are kept locked and only used by the applicant, his personnel and suppliers, on approval of SANRAL.

19. A two metre high “Veldspan” or similar fence shall be erected, by the applicant, between the on- and off-ramp terminals within the National Road reserve boundary. The purpose of this fence is to discourage vehicles stopping on the National Road and passengers gaining access, as pedestrians, to the facilities.

20. A two metre high “Veldspan” or similar fence shall be erected by the applicant, in the median of the freeway over a distance determined by SANRAL, in order to prevent vehicles from crossing the freeway to gain access to the opposite side facility. Where a barrier exists in the median, an additional suitable pedestrian barrier shall be erected.

21. The applicant shall guarantee all work within the National Road reserve for a period of one year calculated from the date of the issue of a Certificate of Acceptance where after it will be maintained as contemplated in the Agreement.

22. All costs pertaining to the construction and maintenance of the accesses, road signs and other works, whether inside or outside the National Road reserve, shall be borne by the applicant or his successor in title.
23. The applicant shall provide sufficient parking areas within the development to prevent vehicle congestion on the National Road. A General Guideline is offered as follows:

23.1. Motor Vehicles; 7 spaces per every 1000 ADT at opening;
23.2. Heavy Vehicles; 4 spaces per every 1000 ADTT at opening;
23.3. Buses & Coaches; 1 space per every 1000 ADBC at opening;

24. The capacity to provide parking over the 20-year design period must also be demonstrated.

25. The applicant shall arrange, in consultation with the local traffic authority, for the safe control of traffic during the construction of the access road, facility and/or interchange and all other facilities on the site.

26. SANRAL shall not accept any financial liability or responsibility for any claim from the applicant or his successor in title, which may arise as a result of the erection, establishment, closing or alteration to the facilities or accesses or as a result of the amendment or cancellation of any condition or the imposition of a new condition or as a result of any alteration or rerouting of the National Road.

27. SANRAL reserves the right, at all times, for reasons concerning road safety and level of service conditions on the National Road, and service standards of the facilities, to order the closing, shifting, alteration or removal of the road accesses. In the event of the relevant road signs being removed by, or on request of SANRAL, for the afore-mentioned reasons, it shall mean that the accesses to the facilities shall be closed simultaneously.

28. In order to assist SANRAL in planning other infrastructure, the applicant shall bind himself to provide trade information concerning his facilities which may be required for this purpose and permit representatives of SANRAL to gather this information by way of survey. Examples of this information would be number of visitors, utilization of facilities, parking times, and operating speed.

29. This approval shall bind any successor-in-title to the property to which this approval relates.

30. Advertising is limited to the name of the business or undertaking or description of its nature and name of its proprietor, displayed on the building in which the business or undertaking is carried on. In Service Areas where there is more than one business, combination signs should be used on columns which should be located not closer than 20 metres from the road reserve boundary. Prior approval is necessary before the erection of any such signs.

31. Failure to comply with all the standard conditions will result in the withdrawal of access and egress to the National Road.
APPENDIX B

AGREEMENT

1. Parties

The Parties to this Agreement are:

The South African National Roads SANRAL Limited

And;

[THE APPLICANT]

2. The Parties agree as set out below:

2.1. Preamble

The Board, by virtue of the provisions of sections 44, 48 and 52 of the Act is authorised to grant permission for:

2.1.1. Access and Egress onto and from the National Road;

2.1.2. the construction of structures and other works on, over or below the National Road;

2.1.3. trading on the National Road or in building restriction areas;

2.2. [THE APPLICANT] is prepared to pay the Board consideration for the Authorization contemplated in terms of clause 4 to enable [THE APPLICANT] to provide an entrance to and exit from the National Road to and from the property.

2.3. The Board granted [THE APPLICANT] Authorization to provide an entrance to and exit from the National Road from and to the Property. (See Appendix A).

3. Definitions and Interpretation

3.1. In this Agreement and any Annexures thereto, unless inconsistent with or otherwise indicated by the context-

3.1.1. “Access and Egress” means the right of Access, to and Egress from, the Property from, and onto, the National Road, granted to [THE APPLICANT] in terms of the Authorization;

3.1.2. “the Act” means the South African National Roads SANRAL Limited and National Roads Act, 1998 (Act No 7 of 1998);

3.1.3. “Annexure” means any annexure to be added and forming part of this Agreement;

3.1.4. “Authorization” means the authorization or permission of the Board in terms of section 44, 48 and 52 of the Act;

3.1.5. “the Board” means the South African National Roads SANRAL Limited Board of Directors established in terms of the South African National Roads SANRAL Limited and National Roads Act, 1998 (Act No 7 of 1998);

3.1.6. “Commencement Date” means the date of commencement of business on the property.

3.1.7. “Construction” means all the work regarding the design and Construction of the Ramps, Facility, and any other related improvement on the Property as set out in the
Detailed Design;

3.1.8. “Detail Design” means descriptions, schedules or requirements as to the materials, workmanship, equipment, the design and specifications in respect of the Facility, Ramps or any related works, including drainage facilities and services and structures on the Property, prepared by a qualified registered engineer and approved in writing by the Board;

3.1.9. “[THE APPLICANT]” means [THE APPLICANT] (S.A.) (Pty) Limited, registration number [stated].

3.1.10. “Facility” means the petrol filling station with vehicle service and repair facilities, access roads outside the boundaries of the National Road, parking facilities and other related improvements for the convenience of motorists constructed on the Property in accordance with the Detailed Design;

3.1.11. “National Road” means a road proclaimed as a National Road in terms of the Act;

3.1.12. “National Road Reserve” means the land upon which a National Road is to be built, is being built, or has been built and which includes the verges on either side of the National Road extending to the National Road Reserve boundary which has been fixed or described in a proclamation or declaration of the National Road using surveyed points, a description of the width of the road reserve, or a distance either side of the centre line of the road, as applicable.

3.1.13. “Petroleum Products” means petroleum products as defined in section 1 of the Petroleum Products Act, 1977 (Act No. 120 of 1977);

3.1.14. “Property” [Description of the property and the location along the National Road];

3.1.15. “Ramps” means the Access and Egress ramps onto and from the National Road to or from the Property together with all structures and improvements thereon;


3.1.17. Any reference to the singular included the plural and vice versa;

3.1.18. Any reference to the natural person includes legal persons and vice versa;

3.1.19. Any reference to a gender includes the other genders.

3.1.20. The Clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

3.1.21. If any provision in any definition constitutes 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 this Agreement, notwithstanding that it is only contained in the interpretation clause.

4. Authorization


4.2. provide an exit from, an entrance to, the National Road to and from the Property in order to conduct business of a Facility on the Property; and

4.3. construct the Facility and Ramps on the Property and the National Road.
4.4. The Board grants [THE APPLICANT] the right to utilize the National Road, to construct Ramps thereon to enable [THE APPLICANT] to provide an entrance to and exit from the Property onto and from the National Road in terms of section 44 of the Act in order to conduct a business of a petrol filling station and other retail activities for the convenience of motorists on the Property.

5. Compensation

5.1. In order to enable the SANRAL to make provision for, and cover the cost of maintaining the ramps and appurtenant works, [THE APPLICANT] undertakes to pay the Board the following amounts:

5.1.1. An amount equal to 0,5% (nought comma five percent) of the gross turnover excluding VAT of Petroleum Products sold on the Property; and;

5.1.2. An amount equal to 1,0% (one percent) of the gross turnover excluding VAT from all other businesses conducted on the Property.

5.2. The consideration shall be calculated in accordance with the provisions of clause 5.1 above, and shall be payable with effect from the date of commencement of business on the Property until expiry of this Agreement; and;

5.2.1. shall be paid quarterly in arrear on or before the 21st (twenty first) day of the months of January, April, July, and October each year (provided that if such day is on a Saturday, Sunday or public holiday then on the first business day thereafter) in respect of the income arising during the 3 (three) calendar months (or any part thereof) immediately preceding the due date for payment;

5.2.2. once a year a certificate shall be issued by an external auditor appointed by [THE APPLICANT] certifying the yearly amount of the gross turnover and the amount of the consideration payable in respect thereof.

5.3. In the event of [THE APPLICANT] ceasing to conduct business on the Property, [THE APPLICANT] shall only be required to submit at the end of each financial year a certificate verified by an external auditor that [THE APPLICANT] no longer derive any income from business conducted on the Property.

5.4. Payment is to be made to the Board at its domicilium citandi et executandi or such other place the Board in writing stipulate.

6. Duration

6.1. Subject to the Board’s power to cancel, amend or impose new conditions to the said Authorization this Agreement shall continue for a period of (30) thirty years commencing on the Commencement Date unless it is terminated in terms of this Agreement.

6.2. [THE APPLICANT] shall have the right to renew this Agreement for an additional period of (30) thirty years subject to the same terms and conditions as are contained herein provided that [THE APPLICANT] shall give the Board at least one year’s written notice of his intention so to renew this Agreement, prior to the expiration of the original period thereof.

7. Obligations

7.1. The costs of and incidental to the Construction of the Ramps, Facility and temporary roads which may have to be constructed during the course of such Construction, shall be borne by [THE APPLICANT].

7.2. [THE APPLICANT] shall ensure that road signs are displayed in accordance with the SARTSM during Construction period and thereafter.
7.3. [THE APPLICANT] shall prevent the disruption of traffic flows and provide temporary diversion of traffic flows if necessary, during the period of Construction in accordance with the Detailed Design.

7.4. [THE APPLICANT] shall at all times during the duration of this Agreement comply with all reasonable requirements that may be imposed by the Board in conjunction with the relevant traffic authorities within such reasonable time limits as the Board may determine.

7.5. [THE APPLICANT] shall satisfy the Board that due and adequate provisions are made for the safety of vehicle traffic using the road on or near the Ramps at all times, and plans for the deviation of vehicle and traffic during the Construction period shall be submitted to the Board and approved by it prior to Construction commencing.

7.6. The surface area of the National Road affected by the Construction shall be reinstated to the satisfaction of the Board within a reasonable period after the completion of the Construction of the Ramps.

7.7. [THE APPLICANT] shall not allow anything to be done on the Property or the Ramps which in the opinion of the Board may create or be a danger or risk to users of the National Road.

7.8. The Construction of the Ramps and other improvements to be effected shall at all times meet with all the standards of the Board.

7.9. Before Construction commences the Detailed Design in respect of the Facility, Ramps and other related improvements shall be approved, in writing, by the Board and [THE APPLICANT] shall construct it in accordance with the Detailed Design under the supervision of a qualified registered engineer approved by the Board in writing. [THE APPLICANT] shall not amend the approved Detailed Design without the Board’s prior written consent.

7.10. [THE APPLICANT] shall ensure that all existing services within or adjacent to the National Road shall not adversely be affected by the Construction and maintenance of the

7.11. [THE APPLICANT] shall ensure that the drainage of the terrain and of the Ramps fit into that of National Road on a basis approved by the Board.

7.12. [THE APPLICANT] shall commence with the Construction of the Facilities and Ramps within 6 (six) months of final approval by the Board and complete the Construction within eighteen (18) months thereof.

7.13. [THE APPLICANT] shall advise the Board in writing at least 30 (thirty) days prior to the commencement of the Construction operations of the actual date upon which such Construction operations will commence, in order to afford the Board opportunity to determine and prescribe road safety precautions and road traffic control measures to be adhered to by [THE APPLICANT] and its contractors and subcontractors.

7.14. [THE APPLICANT] shall be liable for any damage, loss or injury, excluding consequential damages, loss or injury which may be caused to the Board or any other person as a consequence of negligence or malicious acts or omissions by [THE APPLICANT] in the course of the execution of the Construction of the Ramps, which liability shall be covered by suitable insurance to be taken out by [THE APPLICANT] at its own cost. [THE APPLICANT] shall if requested by the Board submit to the Board proof of such insurance policy.

7.15. The general public shall have free undisturbed use of the National Road during the construction and maintenance of the Ramps, except at and during such times as the operations of [THE APPLICANT] in terms of this Agreement render such Access and Egress or use impracticable or inadvisable, in which event the Board shall be notified, in writing, prior to such an event, and thereafter such restriction of road use shall only be on the basis approved by the Board which approval shall not be unreasonably withheld.
7.16. [THE APPLICANT] shall execute the Construction of the Ramps and the maintenance thereof with due regard to the safety of all workers and road users, and shall ensure that sufficient and proper road signs are displayed during the execution of such construction and maintenance operations in accordance with the SARTSM and approval of the Board.

7.17. [THE APPLICANT] shall, notwithstanding any provision to the contrary in this Agreement, comply with all the conditions, standards and requirements (including engineering standards) of the Board which may be applicable, in particular but not limited to, the requirements set out in the "Guidelines for Geometric Design", "Policy in Respect of Road Planning and Design" and "Procedures for Road Planning and Design", as amended from time to time.

7.18. [THE APPLICANT] shall:

7.18.1. save for the signage approved by the Board in the Detailed Design, not permit any signage or the affixing or erection of notices or notice boards on the Facility or other related improvements prior the written approval of the Board which approval shall not be unreasonably withheld;

7.18.2. at its own cost and to the satisfaction of the Board, maintain the aforementioned in a clean and working, where applicable, condition;

7.18.3. if requested by the Board, remove the aforementioned to the satisfaction of the Board at the termination of this Agreement.

7.19. [THE APPLICANT] shall at all times, at its own cost, maintain that part of the Ramps situated outside the boundaries of the National Road.

7.20. [THE APPLICANT] shall not contravene or permit the contravention of any law, by law or statutory regulation relating to or affecting the Construction.

7.21. [THE APPLICANT] shall take into account any increased traffic on the National Road, the safety of the motoring public and any increased usage of the Facility and shall, at its own cost and after having obtained the approval of the Board for its Detail Design, amend access arrangements to and from the Facility, or double the Facility in accordance with the Geometric Design Guidelines of the SANRAL, including the addition of an underpass or overpass between the two facilities, when any of the following conditions occur:

7.21.1. the National road, if not currently a freeway, is upgraded to a freeway (full access control);

7.21.2. the National road is upgraded to a 4 lane divided or undivided highway (limited access control);

7.21.3. the AADT of the National highway exceeds 6000 vehicles per day;

7.21.4. the 30th highest hourly volume of the National highway exceeds 1000 vehicles per hour.

8. Rights of the Board

8.1. Subject to section 44(5) and 44(6) of the Act, the Board shall be entitled to order the removal or relocation of the Ramps due to roadworks or for the safety of road users. In such event [THE APPLICANT] shall comply with any such order, provided that:

8.2. The Board shall act reasonably towards [THE APPLICANT] in making such an order by giving not less than 6 (six) months written notice prior to the order to [THE APPLICANT] for the removal of relocation of the Ramps;
8.3. The Board shall give not less than 6 (six) months advanced written notice to [THE APPLICANT] of National Road planning initiatives of the Board which may, if implemented, give rise to an order to relocate the Ramps or remove any Ramps.

8.4. The Board reserve the right to amend or cancel any condition or impose any new condition(s) to the Authorization at any time.

9. Board’s Obligations

9.1. The Board shall at its own expense maintain the Ramps and the area next to and between the Ramps, situated on the National Road in good order and tidy throughout the duration of this Agreement. The Board shall effect such maintenance at reasonable times and in a manner that shall not unreasonably disrupt the flow of traffic to the Property.

9.2. Save as to give effect to Agreements concluded prior to this agreement or to the provisions of any act the Board shall not do anything or cause anything to be done in the area on each side of the roadway between the shoulder breakpoint and the National Road boundary that will decrease the Facility’s visibility from the National Road between the Ramps.”

10. Indemnification

10.1. [THE APPLICANT] shall indemnify the Board against, and hold it harmless from and shall otherwise be responsible to third parties, for any losses, claims damages and/or expenses, which any third party may suffer or incur arising out of this Agreement or in consequence thereof, including legal costs on an attorney and own client scale.

10.2. [THE APPLICANT] indemnifies the Board against, and holds it harmless from any claim or damage which may be instituted or suffered by any person, incurred on the Property, including legal costs calculated on an attorney and own client scale, as a result of the construction of the Ramps on the Property or as a result of any failure by [THE APPLICANT] to maintain properly or to render safe anything whatsoever on the Property which relates to this agreement, or as a result of any damage to the Ramps on the Property, by whomsoever caused.

10.3. The Board indemnifies [THE APPLICANT] against, and holds it harmless from any claim or damage which may be instituted or suffered by any person, incurred on the Ramps on the National Road, including legal costs, calculated on an attorney and own client scale, as a result of the construction of the Ramps on the National Road or as a result of any failure by the Board to maintain properly or to render safe anything whatsoever which relates to this agreement, or as result of any damage to the Ramps on the National Road by whomsoever caused.

11. Non assignment

11.1. [THE APPLICANT] shall not be entitled to cede or assign its right, title and/or interest in this Agreement or any part thereof or to delegate its obligations under this Agreement or any part thereof without the obtaining of written consent of the Board which consent shall not be unreasonably withheld.

11.2. If consent is given in terms of clause 11.1 it shall not release [THE APPLICANT] of any obligation under this Agreement and [THE APPLICANT] shall be responsible for the acts, defaults and negligence of the assignee, agent servants or workmen.

12. Mediation

12.1. Any dispute or disagreement between the Parties in respect of or arising out of this Agreement shall, if both Parties agree thereto, be referred for mediation without legal representation, to a person to be agreed upon by the Parties and failing such Agreement, to a person to be appointed by the President from time to time of the Law Society of the Transvaal or having jurisdiction over attorneys in Pretoria, on the following basis:
12.1.1. Should either Party be dissatisfied with the opinion of the mediator within twenty-eight (28) days of having received the opinion of the mediator, such Party shall notify the other Party to the dispute or disagreement in writing that the opinion of the mediator is not accepted, in which case any Party shall be permitted to pursue such dispute to Court.

12.1.2. Should the notice referred to in Clause 12.1.1 not be delivered within twenty-eight (28) days, the mediator’s opinion shall be final and binding and the Parties shall not be subject to further legal proceedings.

12.1.3. The cost of the mediator shall be borne by the Parties in equal shares and is payable on demand on receipt of the mediators written account.

12.1.4. Should any of the Parties within fourteen (14) days after the dispute or disagreement have arisen have notified the other party in writing of its intention to refer the issue to a court of law, then the procedures set in clause 12.1 shall not apply.

13. Breach

13.1. Should any of the parties fail to comply with any provision of this agreement, the innocent party shall send a letter of demand to the defaulting party, demanding compliance with such provision and should the defaulting party after a period of 30 (thirty) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the innocent party shall be entitled, without prejudice to any other rights it may have;

13.1.1. to claim specific performance from the defaulting party and to claim such damages as it may have suffered; or

13.1.2. to discharge and execute the defaulting party’s obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from the defaulting party; or

13.1.3. cancel this agreement and claim such damages as the innocent party may have suffered.

14. Termination

14.1. Either party shall have the right to terminate this agreement upon the occurrence of any of the following events:

14.1.1. the commencement of any action for the dissolution and/or liquidation to the other party except for the purposes of an amalgamation or restructuring;

14.1.2. the Board cancels or withdraws its authorisation.

15. Force Majeure

15.1. Non-performance by either Party of any obligations of such Party in terms of this Agreement, or any delay in performing such obligations, shall not constitute a breach of this Agreement if, and for so long as it is due to a force majeure event, including, but not limited to, governmental action, or requirement of regulatory authority, or persons purporting to act therefore, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacle that the party concerned is not able to overcome with reasonable efforts.

15.2. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible.
15.3. If the *force majeure* continues more than 30 days, the Parties shall have the right to terminate this *Agreement* with immediate effect.

15.4. If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause, then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other party due to the *force majeure* event.

16. **Domicilium citandi et executandi**

16.1. Each of the parties chooses as its *domicilium citandi et executandi* for the purposes of notices, payment of any amount, service of process and for any other purpose by virtue of this Agreement, the addresses set out below:

The South African National Roads SANRAL Limited  
1085 Schoeman Street  
Celtis Plaza North  
Hatfield  
Pretoria  
Gauteng 0001  
NRA Fax: (012) 342-1320  

(Marked for attention of the Chief Executive Officer Mr Nazir Alli)

[THE APPLICANT]

16.2. Each of the Parties shall be entitled at any time by way of written notice to the other to change its *domicilium citandi et executandi* as referred to in clause 16.1 to another physical address within the Republic of South Africa.

16.3. Any notice in terms of the conditions of this Agreement must either be:

16.3.1. sent by telefax during the normal business hours of the recipient; or

16.3.2. sent by prepaid registered post to the postal address chosen by the addressee.

16.3.3. Any notice in terms of the provisions of this Agreement will be considered to be duly received:

16.3.3.1. if sent by telefax, on the date of successful transmission thereof;

16.3.3.2. if sent by registered post as indicated in clause 16.3.2 above, 10(ten) days from the date it was posted;

unless the contrary is proven.

16.4. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication received by one of the Parties from another, shall be adequate written notice or communication to such Party.

17. **Entire Agreement**

17.1. This Agreement contains the entire Agreement between the parties and neither party shall be bound by any undertakings, representations or warranties not recorded herein and no alteration, consensual cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.
18. Variation

18.1. No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

19. Relaxation

19.1. No latitude, extension of time or other indulgence which maybe given or allowed by any Party to the other in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be constructed to be implied consent by such Party or a waiver or a novation of, or otherwise affect any of the Party’s rights in terms of or arising from this Agreement or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

20. Non Renouncement of Statutory Powers

20.1. Notwithstanding any provision contained in this agreement or any right or obligation arising therefrom:

20.1.1. neither party renounces any of its statutory rights or powers; and

20.1.2. both parties record the Board’s power to act in accordance with the existing or future acts of Parliament or regulations made by virtue thereof and that this agreement shall not affect such powers nor any rights granted to [THE APPLICANT] in terms of such acts or regulations in any way whatsoever.

21. Severability

21.1. Should any clause or provision of this Agreement be found to be invalid, illegal or unenforceable in any way, such clause or provision shall be deemed to be separate and severable from the remaining portions of this Agreement, and validity and enforceability of the remaining terms and conditions of this Agreement shall not be effected.

22. Costs

22.1. [THE APPLICANT] is responsible for payment of:

22.1.1. all stamp duties payable in respect of this Agreement;

22.1.2. the cost of the surveyor for the preparation and approval by the Surveyor General of all necessary diagrams in respect of the Ramps;

22.1.3. the cost of notarial execution of an Agreement and/or the costs of registration if necessary;

22.1.4. its own legal costs of and incidental to the negotiations, drafting conclusion and this Agreement.

23. Consent to Jurisdiction

23.1. The Parties hereby consent to the jurisdiction of the Magistrate’s Court in respect of any action or proceedings which maybe brought against either Party in connection with this Agreement, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction, without prejudice to the right of either Party, to institute any such actions or proceedings in the High Court having jurisdiction.
24. **Legal Costs**

24.1. All legal costs as between attorney and own client, charges and disbursement and fees of a like nature, incurred by either party in successfully enforcing any of the provisions of this agreement or any claim there under shall be for the account of the other party and be payable on demand.

THUS DONE AND SIGNED AT ................. ON THE ............

DAY OF .................

............................................................

[THE APPLICANT]

AS WITNESSES;

............................................................

............................................................

THUS DONE AND SIGNED AT ................. ON THE ............

DAY OF .................

............................................................

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

AS WITNESSES;

............................................................

............................................................
5) BUILDING RESTRICTION AREA (BRA) AND UTILITY SERVICES

a) Mandate

The SANRAL and National Roads Act, No. 7 of 1998, defines the Building Restriction Area (which excludes any land in an urban area) as the area within a distance of 60 metres from the boundary of a National Road and within 500 metres from the boundary of an intersection (which includes interchanges). No division of land may be approved by a Surveyor-General in these areas without the prior approval of the SANRAL. In an urban area, no land immediately adjacent to a National Road may be subdivided without the prior approval of the SANRAL.

Section 48 of the Act prohibits the installation of any structure or other works (including utility services) on or below the ground within the Building Restriction Area without the prior approval of the SANRAL. This restriction does not apply to structures or services erected by the South African Rail Commuter Corporation (SARCC) on its own land, or dwellings and other structures on a farm used only for farming purposes.

Approval for the subdivision of land and for the placing of utility services within the Building Restriction Area, whether in a rural or urban context, but excluding farm land (used only for bona fide farming operations) and South African Rail Commuter Corporation land, is subject to conditions which the SANRAL will determine. When giving permission, the SANRAL will consider:

- The specifications to which the structure, alteration or addition must comply;
- The manner of and circumstances under which the works may be undertaken; and
- Which obligations, if any, will be imposed on the owner of the land in respect of any works undertaken, or
- Under which conditions the land may be sub-divided.

The SANRAL may approve the subdivision of land subject to any conditions which may:

- prohibit the division or further division of the land;
- limit the use of land;
- limit the number or extent of buildings or other structures; or
- prohibit any work or development within a specified distance from a national road.

When giving its approval, the SANRAL may stipulate that, if the land or a specified part of it is consolidated with other land, or sold, the title deed to the consolidated land will be subject to any of the above conditions.

b) Determination of Restrictions

i) Building restriction line and Applications for Subdivision

Within the 60 metre building restriction area in rural areas, or within 500 metres of the boundary of an intersection or interchange outside of an urban area on a National Road, or within urban areas where land adjacent to the National Road is proposed to be sub-divided (excluding South African Rail Commuter land and farming areas used for bona fide farming purposes), the SANRAL may, when considering subdivision applications, or applications for the installation of services;

Reject the application for permission to sub-divide the land or install a service, or approve the application subject to conditions the SANRAL shall determine,

Apply a building restriction line commensurate with its future road development needs, within which any future development by the owner of the land shall be restricted or controlled according to conditions laid down by the SANRAL,

ii) Revised land use

Where a revised land use is proposed by local authorities in urban areas, the SANRAL will actively
participate in the local authorities’ planning in an attempt to ensure the long term sustainability and efficiency of road transport development.

Where individual developers propose revised land use adjacent to National Roads, or affecting National Roads, the SANRAL will consider the aims of economic and social development along with its future roads plans.

iii) Utility Services

Under an Agreement between the SANRAL and the farmer, farm water supply pipes may be permitted within national road drainage structures, provided they do not occupy a space of greater than twelve percent of the drainage opening. No other services are permitted through drainage structures.

Power lines carrying up to a maximum of 40 kV are permitted in the Building Restriction Area, subject to a twenty-metre building restriction line from the road reserve boundary being maintained and a removal clause being included in a formal Agreement with the power line owner.

Telecommunication lines will be permitted up to a maximum of 2 metres within the road reserve boundary, subject to the approval of the SANRAL and in accordance with an Agreement between the service owner and the SANRAL.

6) ROADSIDE ADVERTISING AND TOURISM SIGNS

a) Roadside advertising

i) Introduction

The Constitution provides for Local Authorities to exercise control over Outdoor Advertising. The SANRAL, on the other hand, has a duty to ensure that road safety is maintained and that traffic operations are not compromised by Outdoor Advertising.

It must be assumed that the purpose of Outdoor Advertising is to be seen, and that, as such, the attention of drivers will be diverted to advertising along roads. The purpose of the Regulations, therefore, is to ensure that the interests and rights of the Local Authorities are not compromised, and that the road user is protected against roadside advertising which may compromise safety, or derogate from the efficiency of road signs to warn, guide and regulate traffic.

ii) Application process

Applicants should be conversant with the Regulations on Outdoor Advertising on or visible from National Roads, December 2000, as amended from time to time, and should make application for advertisements on the form provided in the Regulations. The non-refundable application fees, as well as the addresses at which applications should be submitted are provided in Government Gazettes.

Incomplete applications will be referred back to the Applicant. The SANRAL, where it deems it necessary in the interests of road safety or traffic operations, may require any further information to be provided by the Applicant.

The SANRAL uses the services of independent Consultants to evaluate all applications for advertisements, in order to ensure consistency and fairness. Where the proposed advertisements are located on roads managed by Concessionaires, the SANRAL refers these applications to the Concessionaires for evaluation. The Consultants, or Concessionaires, as the case may be, make recommendations to the SANRAL as to whether the application should be rejected, or approved. Reasons for rejecting an application must be provided in detail. The SANRAL must inform the Applicant of the outcome of the application in writing.

The approval of SANRAL, where applicable in terms of the Regulations, is always preliminary and conditional, until such time as the Applicant furnishes proof to the SANRAL that the local authority has also granted its approval of the advertisement. Once this proof has been submitted, and upon
payment of the fees stipulated in the relevant Government Gazette, the Applicant will be granted Final Approval by the SANRAL.

Approval of an advertising sign is subject to the entering into of an Agreement between the Applicant and the SANRAL. This Agreement is attached to the end of this section, as Appendix C.

The SANRAL will approve only those advertisements which do not, in the opinion of the SANRAL, pose a risk to the safety of road users, and which meet all the requirements of the Regulations.

iii) Evaluation criteria for approval of advertising applications

The Regulations on Outdoor Advertising on or visible from National Roads contain the criteria against which all applications for Outdoor Advertising will be evaluated. Consultants and Concessionaires performing these evaluations are required to apply sound engineering principles in doing so, and must provide the SANRAL with a detailed report of the outcome of each application evaluated.

b) Tourism signs

i) Introduction

South Africa has a fast developing tourism industry which caters for local and overseas tourists. It is important for the country that the industry is supported and that visitors are guided to their destinations with a minimum of confusion and delay.

The Southern African Development Community Road Traffic Signs Manual (SADCRTSM), which is based on internationally accepted principles, provides for the well known brown Tourism Signs. Although the problem is of a much smaller nature in the less densely developed areas, the metropolitan areas often have many destinations and attractions, all of which are impossible to provide for on road signs. SADCRTSM specifically states that Tourism signs are part of the secondary directional road signing system and are intended for driver information, and not for advertising. It is, therefore, an established principle that the primary guidance signs and maps must be used by road users to get to their destinations, and that brown Tourism Signs are to be used in a supporting role as final destination indicators.

Innovation is required of road planners and designers in arriving at solutions which, as far as possible, either group facilities together as tourism districts, meanders and paths in cases where there are many destinations in close proximity to each other, or support the primary guidance signs by providing confirmation to tourists that they are near to, or at the entrance of tourism facilities.

ii) General Principles

The Provincial and Local Tourism Authorities have a strong interest in developing tourism within their areas of jurisdiction. Their interests require to be considered along with the interests of the SANRAL, which mainly concern road safety and the development of a road sign system which is operationally effective and provides adequate guidance, warning and regulation to drivers.

Whereas the tourism facility owners’ interests lie mainly in raising their own profile and profitability, the SANRAL has an interest in ensuring that Tourism Signs satisfy the need for adequate guidance and serve the interest of the road user.

In order to ensure that Tourism Signs serve the best interests all parties, including tourists, the SANRAL will maintain a close working relationship with the Provincial and Local Tourism Authorities, and joint decision making will be pursued as far as possible. All tourism facilities applying for Tourism Signs will be required to have a recognised tourism grading, while existing facilities not having a grading, will be encouraged to obtain one.

Where single facilities, not in close proximity to others, have direct access off National Roads, the SANRAL may make a decision whether or not to approve an application.

Where a number of establishments along non-National Roads apply for signage at National Road
interchanges and intersections, or where numerous facilities in close proximity to one another along a National Road request Tourism Signs, the Provincial and/or Local Tourism Authorities must be party to deciding which Tourism Signs, if any, should be approved. Wherever appropriate, “meanders”, tourism “routes”, “paths”, etc. must be used to direct tourists to a number of facilities along the road. Information lay-byes, or other suitable facilities must be used on the National and/or non-National Roads to provide information concerning the meander, attractions and facilities, rather than using a multitude of signs at any National Road intersection or interchange. Accesses to these information lay-byes, on all National Roads, must be formal and comply with the requirements of the SANRAL Geometric Design Guidelines.

As it is a requirement contained in SADCRTSM to only provide Tourism Signs from the nearest numbered route, the creation of these routes, meanders, etc, is the only way to overcome inadequate tourism signage. It will be the provincial roads authorities’ duty to signpost the various establishments along the tourism meanders leading off the National Road, as is required by the SADCRTSM. This makes it essential for the provincial roads authorities to be part of any tourism route planning.

iii) Procedures

Applications for Tourism Signs must be made to the Regional Manager of SANRAL, and must be accompanied by:

- a 1:50 000 plan, showing the location of the facility, or facilities, within the road system;
- a plan drawn roughly to a scale of 1:2 000 which shows the location of the facility and all distances to existing road signs, intersections, and other accesses within a distance of 500 metres either side of the access to the facility;
- a detailed description of the facility, and an indication of the grading of the facility;
- the average daily traffic on the road;
- the speed limit on the road.

iv) Approval

If an application for a Tourism Sign is approved, the Applicant may be required to enter into an Agreement with the SANRAL for the future maintenance, replacement or modification of the sign. The sign will be manufactured and erected by a contractor appointed by the SANRAL and the cost thereof will be for the Applicant’s account.
MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN:

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

(hereinafter referred to as "the Agency")

(REGISTRATION NUMBER : 1998/009584/06)

Herein represented by : .........................................being duly authorised by

virtue of a Resolution of the Board of Directors’ dated 2000/10/25,

ITEM 2000/11: (1100)

and

[NAME OF STRUCTURE OWNER]

(hereinafter referred to as "the Owner")

(REGISTRATION NUMBER: ............................)

Herein represented by ............................, he being duly authorised thereto by virtue

of a resolution dated / /
PREAMBLE

WHEREAS the Agency, within the framework of government policy, is responsible for the management, control and maintenance of National Roads for the Republic of South Africa;

AND WHEREAS the Agency’s powers, functions and responsibilities derive from the South African National Roads Agency Limited and National Roads Act, no 7 of 1998 ("the Act");

AND WHEREAS the Agency has been granted the authority to regulate advertisements on or visible from National Roads, in terms of Section 50 of the Act, read together with the Regulations on Advertising on or Visible from National Roads 2000 ("the Regulations");

AND WHEREAS the Owner has applied for permission to display an advertisement in terms of the Regulations;

Now therefore the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 "The Agency" and all references thereto shall mean the South African National Roads Agency Limited, it’s duly authorised representative or it’s successor in title;

1.2 "The Owner" in relation to an advertisement shall mean the person who owns the advertising structure, or will own the structure once it has been erected, or any person who has a right to or share in the ownership of the advertising structure, and who has successfully applied for approval to erect a structure and display an advertisement there upon;

1.3 "Urban areas of maximum, partial, and minimum control” and rural and natural areas shall have the corresponding meaning allocated to them in the definitions as contained in Regulation 1;

1.4 "Relevant Municipality" shall have the corresponding meaning allocated to it in the definition as contained in Regulation 1;

1.5 "The Act" shall mean The South African National Roads Agency Limited and National Roads Act, no 7 of 1998;

1.6 "Approval date" shall mean date of signature hereof;

1.7 "Regulations" shall mean the Regulations on Advertising on or Visible from National Roads 2000;

1.8 "The Property Owner" shall mean the registered Owner of the immovable property upon which the advertising structure is situated or such Owner’s administrators, liquidators, successors in title
or assigns or any other holder of a Real Right in or over the effected portion of the immovable property herein defined;

1.9 In this Agreement, unless the context clearly indicates to the contrary, each reference to:-

1.9.1 the singular shall include a reference to the plural and vice versa;

1.9.2 any one gender shall include a reference to each of the other genders;

1.9.3 a natural person shall include a reference to a Company or Close Corporation and vice versa.

1.10 The captions appearing in this Agreement are for reference purposes and shall not be taken into account in the interpretation of this Agreement.

1.11 Any word that is defined in the Act or Regulations and used herein shall have the corresponding meaning assigned to it in the Act or Regulations, as the case may be.

2. DESIGNATED AREA:

The parties agree that the site which has been selected by the Owner and approved by the Agency to erect the advertising structure and display the advertisements falls within an urban area of partial or minimum control.

3. LOCATION OF ADVERTISEMENT AND PROPERTY OWNER’S CONSENT:

3.1 The advertisement will be situated on the following property:

................................................................., which property is held by ................................................ represented by ................................... under title deed number: ..........................................

3.2 The Owner acknowledges that he has the requisite permission from the Property Owner to erect the advertising structure on his property and attaches a copy of the Property Owner’s written consent thereto (see annexure “A” attached hereto). In the event that the property is sold, the Owner shall procure from the new Property Owner his written consent in terms whereof it is agreed that the advertising structure shall remain on the property under the same terms and conditions as have been set out herein. A copy of such consent shall within 30 days of registration of transfer be lodged with the Agency. If not so protected this agreement shall be terminated immediately after a set period.
3.3 The Owner confirms that the Property Owner has irrevocably consented to the Agency entering upon the immovable property defined in clause 3.1 here above, for purposes of removal of the advertisement and structure, where the Agency’s approval is withdrawn for whatever (legal) reason (see annexure “A” attached hereto).

3.4 The Owner hereby agrees that all costs incurred by the Agency in removing an advertisement and/or structure (under the circumstances foreseen in paragraph 3.3 here above or elsewhere in this Agreement) shall be borne by the Owner who undertakes to reimburse the Agency for such costs, upon demand.

3.5 It is recorded that the permission granted by the Property Owner in terms of clause 3.2 and 3.3 here above may only be utilised by the Agency once the provisions of Section 50 of the Act have been met – i.e.: once the period in the notice of removal issued under section 50 (3) of the Act has expired and/or where the Agency’s approval is withdrawn for whatever (legal) reason.

3.6 The Owner undertakes to advise the Agency within 30 days of the Property Owner terminating his/her/its permission to display the advertisement on the immovable property. In this eventuality, the permission of the Agency shall lapse.

4. APPROVAL BY RELEVANT MUNICIPALITY:

It is agreed that the approval for the display of the advertisement on the property mentioned in clause 3.1 here above is subject to the approval of the Relevant Municipality. If at any time, the municipality withdraws its approval for the display of the advertisement or advertising structure, then the Owner agrees to notify the Agency thereof, within 30 (THIRTY) days of receiving such written notification from the municipality. The Agency reserves its rights to withdraw its permission to display the advertisement in this eventuality and the Owner agrees to abide by the decision of the Agency, which shall be final.

5. ADVERTISEMENT:

5.1 Advertising structure

It is hereby agreed that permission is granted for the erection of the following type of advertising structure:

5.1.1. [SIGN TYPE] (to a maximum size of [SIZE] m²);

complying with the following specifications:
• On property of ..........................................................
  (only for the board facing ...............).
• To be located exactly at kilometre distance of ............... on the National Road,
  .............
• Ground clearance of at least 2,4 m.
• It should be located at the position on the erf as was indicated in the application and a
detailed site plan, also showing the kilometre distances on the road should be provided.
• It should be at least 5 m away from the National Road boundary fence.

5.2 Type of advertisement and period of approval

It is an express term of this Agreement that permission is granted for the following type of
advertisement:

5.2.1 [SIGN TYPE OF A MAXIMUM SIZE OF:]

To this end, the structure and/or advertisement may not be moved or re-erected or have any
alterations made to the electric wiring system save for the purpose of renovation and maintenance,
without first obtaining the further written approval of the Agency.

5.3 Design and Construction

The Owner hereby agrees to abide by the Agency’s explicit condition in that the structure
aforementioned will comply with the Regulations pertaining to the design and construction
thereof, the use of glass, the electrical wiring, the maintenance of the structure, and the
illumination and flood lighting of the structures and advertisements. The Owner will furthermore
(in general) abide by all the provisions in the Regulations on Advertising on or Visible from

5.4 Maintenance

The Owner hereby undertakes to maintain the structure and advertisement at all times at its own
cost and to take all necessary precautions to ensure the safety of the road users;

6.

DISPLAY OF ADVERTISEMENTS:

6.1 The Owner agrees that the advertisements that are to be displayed on the advertising structure
will at all times comply with the Regulations relating to the amenity and decency and conciseness
of advertisements.

6.2 The Owner further agrees that in the event that the conditions of this approval are not met, that
the Agency may, after the expiry of the period mentioned in the notice in terms of Section 50 (3)
of the Act, (that will be directed by the Agency to the Owner and to the other relevant parties)
exercise all and any of it’s powers in terms of Section 50 of the Act.

7.

CONTENT OF ADVERTISEMENTS:

It is an express condition imposed by the Agency that the authorisation granted is for the erection of the specific structure and specific advertisement that was reflected in the application. Should the Owner wish to change the message displayed on the structure at any time in the future, then he may only do so with the prior written authorisation of the Agency, which will be supplied within 10 (ten) working days. In such an event, the Agency will consider the application for the change of sign face upon receipt of the prescribed fee as determined by the Agency and published in the Government Gazette from time to time and in accordance with it's guidelines on outdoor advertising.

8.

PERIOD OF APPROVAL:

8.1.1 The approval granted by the Agency for the erection of the advertising structure mentioned in paragraph 4 here above and for the display of advertisements thereupon, is for a period of 5 (five) years, commencing on the date which the last party has signed this Agreement, and expiring on ………………………..[5 YEARS FROM DATE OF SIGNING]

8.2 If the Owner intends applying for the renewal of the approval granted by the Agency in terms of Regulation 40(11), he must, at least 30 days prior to the expiry of this Agreement, place a notice in the Government Gazette in terms whereof the following information is brought to the attention of the public:

8.2.1 the date upon which the Agency gave the approval to erect and display advertisements;

8.2.2 the date upon which the approval will expire;

8.2.3 notification that the Owner intends re-applying for the rights to erect and display advertisements.

8.3 An excerpt from the Gazette must accompany the application for the renewal of the rights. Failure to advertise in the Government Gazette as contemplated here above will result in the Agency having to place its own notice in the Gazette and no applications will be considered for a period of thirty days after the Agency’s notice has been published. Furthermore, no advertisement will be allowed to be displayed on the advertising structure until the Agency has given approval therefore.

8.4 If a renewal application is rejected, in terms of the Regulations, then the Owner undertakes to forthwith remove the advertisement and thereafter to remove the structure within 90 (Ninety) days.
of receiving written notification of the rejection of the renewal application.

9.

ADMINISTRATIVE FEE:

9.1 The Owner shall be liable to pay the Agency’s administrative fee in the amount of R100 / m² on date of signature hereof.

9.2 In the event that this Agreement is extended as foreseen in clause 8 here above, a further administrative fee shall be payable by the Owner to the Agency.

10.

PERMISSION TO ERECT STRUCTURE WITHIN THE BUILDING LINE:

10.1 The Owner must apply for permission to erect the advertising structure (where required) specified in clause 5 here above, within the building line that applies alongside National Road ………. Section ……, at km distance ………….. This permission is subject to the condition that in the event that the National Road must be widened at a future date, the Owner shall, if requested to do so by the Agency, move the advertising structure and shall further be liable to bear the full costs of the relocation. The Agency does not accept liability for any financial loss that may be suffered by the Owner or Property Owner in the event that the Agency orders the relocation of the advertising structure in terms of this clause.

10.2 In the event that this Agreement is terminated (for whatever reason), the permission granted in terms of this clause shall ipso facto lapse.

10.3 the Owner confirms that the Property Owner has agreed (see annexure “A” attached hereto) that in the event that the conditions imposed by the Agency herein are, upon the expiry of the period stated in the notice that will be directed by the Agency to the Property Owner in terms of Section 48(5) of the Act, not met, that the Agency may enter upon the property and exercise it’s rights in terms of Section 48 of the Act.

11.

INDEMNITY:

11.1 The Owner hereby agrees to indemnify the Agency against, and hold it harmless from any claims or damages which may be instituted or suffered by any person, including legal costs incurred, as a result of the erection of the structure by the Owner or as a result of any failure by the Owner to comply with any of the conditions contained herein or to maintain and render safe anything whatsoever to which this permission relates.
11.2 The Agency shall not be held liable for any loss or damage suffered by the Owner as a result of any action undertaken by the Agency in connection with road construction or road maintenance.

11.3 The Agency shall not be involved in any expenditure in connection with the erection of the advertising structure.

12.

REGISTRATION NUMBERS:

The Owner shall display on the structure, in a clearly visible position as per Annexure B hereto, the registration number that has been allocated to it by the Agency. In addition the Owner shall display on the structure, in a clearly visible position the details of the Owner as per Annexure B of this Agreement. The Owner hereby also undertakes to supply the Agency with the name and address of the advertiser on the advertisement.

13.

WARRANTY BY OWNER:

The Owner hereby warrants that the representative signing on its behalf is duly authorised to do so and all undertakings given by said representative shall at all times remain binding as against the Owner.

14.

GENERAL:

14.1 No indulgence or condonation of the Agency of any breach of any term of this contract by the Owner, shall constitute a waiver of any of the Agency’s rights in terms of this Agreement and no amendment of this contract shall be valid unless reduced to writing and signed by both the parties.

14.2 The authorisation granted by the Agency herein is in addition to and not in substitution of any consent or approval that may be required by any other law.

14.3 It is recorded that this document forms the entire Agreement between the parties and neither of the parties shall be bound by any representations, warranties or undertakings that are not recorded herein or that have not been reduced to writing and signed by each of the parties.

14.4 In the event that any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable there
from and shall continue in full force and effect.

14.5. The Law of the Republic of South Africa shall at all times govern the interpretation, implementation and enforcement of this Agreement.

14.6. The Owner shall not, without the Agency’s prior written authorisation, be entitled to cede or assign it’s rights and/or obligations in terms of this Agreement to any third party whatsoever, which consent will not unreasonably be withheld.

14.7. The Owner hereby undertakes to supply the Property Owner with a certified copy of this Agreement that the Agency may inspect, upon reasonable notice.

14.8. In the event that the land use of the property upon which the advertisement is situated is changed to preclude advertising, the Agency may mero moto cancel the Agreement and neither party shall have any claims of whatsoever nature against the other party.

14.9. The Agency shall be entitled to cancel this Agreement where it is provided with evidence indicating that any of the information provided by the Owner is false or that the Owner misrepresented any fact which was a deciding factor in allocating the rights to the Owner. In such an instance, the Agency shall be entitled to cancel this Agreement and pursue further legal action to recover any damages that may be suffered as a result of the false information/misrepresentation.

14.10. Where the conditions of the road from which this advertisement shall be visible change to the extent that accepted accident statistics indicate that the advertisement poses a danger to the driver, the Agency shall be entitled to request that the advertisement face be altered or alternatively and depending upon the severity of the accident statistics, to request that the advertisement and advertisement structure be removed at the cost of the Owner. The Owner agrees to abide by the decision taken by the Agency in this regard and further agrees that in the event that the advertisement and advertising structure must be removed, that neither party shall have any claims against one another arising out of the cancellation of this Agreement under these circumstances.

15.

DOMICILIA AND NOTICES:

15.1.1 Any notices to be given to the parties in terms of this Agreement shall be in writing and delivered during normal business hours or posted by prepaid registered post to the addresses mentioned hereunder, which addresses the parties choose as domicilium citandi et executandi for all purposes arising out of this Agreement:-
15.1.1 The Agency:

Head Office;

Physical Address:

The South African National Roads Agency
Ditsela Place
1204 Park Street,
Hatfield
Pretoria

Postal Address:
P O Box 415
Pretoria, 0001

The Agency’s Regional Office;

[ADD PHYSICAL AND POSTAL ADDRESS OF REGION]

The Owner;

15.1.2 The Owner:

Physical Address:

................
................
................

Postal Address:

................
................

For attention: [Representative]
Telefax: (0…) ……………

15.2 Every notice shall be deemed to have been properly given and received:-

15.2.1 if delivered by hand, on the date of delivery thereof, or

15.2.2 if sent by prepaid registered post, on the seventh day after the date on which the notice is posted.

15.3 Where, in terms of this Agreement, any communication is required to be in writing, the term “writing” shall include communications by telefax. Communications by telefax shall, unless the contrary is proven by the addressee, be deemed to have been received by the addressee 12
(twelve) hours after the time of transmission. Any communication pertaining to periods of notice as contemplated in this Agreement must also be sent by Registered Mail to the addressee.

15.4 The parties shall be entitled to vary their domicilium to any other address within the Republic of South Africa provided notice to this effect is given to the other party in terms of the notice provision contained in this clause.

16. BREACH:

16.1 Should either party hereto breach any term or condition hereof ("the defaulting party") and fail to remedy same within 14 (Fourteen) days from date of posting of notice by the other party ("the injured party") requiring the defaulting party to rectify such breach then and in such event and without prejudice to any rights under and in terms of this Agreement and to any other claims for any amounts already due or claims for damages which the injured party may have against the defaulting party, the injured party shall be entitled to:

16.1.1 proceed to enforce the defaulting part’s compliance with any one or more terms and conditions of this Agreement by way of an order for specific performance with or without damages; or

16.1.2 cancel this Agreement and claim such damages as such party is entitled to in Law; or

16.1.3 proceed for any remedy to which the injured party would be entitled to at Law.

16.2 In the event that an advertisement is displayed by the Owner without the Agency’s prior written authorisation, the Owner shall be in breach of the approval granted by the Agency. The Agency shall in such instances, provide the Owner with a notice in writing, directing them to immediately remove the advertisement and lodge with the Agency an application wherein approval is sought for the display of the advertisement, failing which the approval shall be withdrawn. This shall have the same effect as if the period of the approval had lapsed and the advertiser shall then have to apply to the Agency for the renewal of a right to advertise in accordance with the Regulations.

16.3 Furthermore, and in the event of the Owner wishing to terminate the Agreement, then he/she/it shall advise the Agency in writing of his intentions to do so, and shall furthermore undertake in such letter to remove the advertisement and the structure within 90 (NINETY) days of the termination of the Agreement.
17. SIGNATORY:

17.1 SIGNED FOR AND ON BEHALF OF THE AGENCY AT ________________

ON THIS THE ______ (DAY) OF ____________ (MONTH) 20___ (YEAR)

In the presence of the undersigned witnesses:

_______________________________________________
For: SOUTH AFRICAN NATIONAL ROADS AGENCY LTD

_______________________________________________ (Signatory’s name printed in capitals)

AS WITNESSES: 1. _______________________________

2. _______________________________

17.2 SIGNED FOR AND ON BEHALF OF THE OWNER AT ________________

ON THIS THE ______ (DAY) OF ____________ (MONTH) 20___ (YEAR)

In the presence of the undersigned witnesses:

_______________________________________________
For: THE OWNER

_______________________________________________ (Signatory’s name printed in capitals)

AS WITNESSES: 1. _______________________________

2. _______________________________
ANNEXURE A
Consent by Property Owner – Legal Entity

I, the undersigned

……………………………..
(Identity number: ……………………………..)

acting in my capacity as duly authorized representative of …………………………… (Registration number: …………………………….) (hereinafter referred to as “the Company”) by virtue of Resolution dated …………………………………., do hereby state that:

1. The Company is the registered owner of the property known as …………………………………………………………………………………………………………………,

   held by virtue of Title Deed …………………………………………...

2. The Company confirms that …………………………………….. is allowed to erect an advertisement on the property described in paragraph 1 here above, subject to the approval of The South African National Roads Agency Limited (hereinafter referred to as “the Agency”).

3. In the event that the necessary permission is obtained from the Agency, the Company hereby irrevocably consent to the Agency or to duly authorized representative entering upon the immovable property described in paragraph 1 here above, for purposes of removal of the advertisement and structure, where the Agency’s approval is withdrawn for whatever (legal) reason or where the advertising structure must be moved due to it being situated within the building restriction area.

4. The Company confirms that it shall assist ………………………………….. in obtaining from it’s successor in title or assigns, his/her/its consent for the continued display of the advertisement on the property mentioned in paragraph 1 here above, which consent shall have substantially the same provisions as contained herein.

Signed at ……………………………. on this ………………… day of ………………………… 20…..

…………………………………….…..
(Signed; Property Owner)
ANNEXURE A’

Consent by Property Owner – Natural Person

I, the undersigned

ID NO. : _____________________

do hereby state that :

I am the registered owner of the property known as ____________

___________________________________________________

__________________________________________________

(D/O description), held by virtue of Title Deed ________________.

I have agreed that :

1. [NAME OF OWNER OF ADVERTISEMENT] be allowed to erect an advertisement on the property described in paragraph 1 here above, subject to the approval of The South African National Roads Agency Limited (hereinafter referred to as “the Agency”).

2. In the event that the necessary permission is obtained from the Agency I hereby irrevocably consent to the Agency or it’s duly authorized representative entering upon the immovable property described in paragraph 1 hereabove, for purposes of removal of the advertisement and structure, where the Agency’s approval is withdrawn for whatever (legal) reason or where the advertising structure must be moved due to it being situated within the building restriction area.

3. I confirm that I shall assist [NAME OF OWNER OF ADVERTISEMENT] in obtaining from my successor in title his/her/its consent for the continued display of the advertisement on the property mentioned in paragraph 1 here above, which consent shall have substantially the same provisions as contained herein

Signed at __________ on this _____ day of ___________ 20________

Signed; Property Owner
ANNEXURE B

Numbering of approved Advertisements, and information to be displayed

All approved advertisements must display a number that identifies it as having been approved by the Agency. The details of the owner of the sign must also appear on the structure. The owner of the sign shall be responsible to provide and erect the information referred to in this section.

The Agency’s numbering system will be as follows;

```
SANRAL
XNNN-ZZ / AAAA C (nnn)
YY/MM/DD
```

Where;

- **SANRAL** = The name of the Agency
- **X** = R, N, or M, being the prefix of the road number
- **NNN** = Route number
- **ZZ** = Section number
- **AAAA** = km distance
- **C** = Direction of flow of traffic on the side of the road on which the advertisement will appear, and may be N, S, E or W
- **nnn** = Application Number (as shown in previous correspondence from SANRAL, it is the number in brackets at the end of the Ref No)
- **YYMMDD** = Date upon which the approval of the advertisement lapses.

E.g. SANRAL

N1-20 / 14.25 S (302)

08/06/20

The NRA number must be in Black 140/100 mm DIN 1451 Part 2, “A” and “B” lettering, as used on road signs, and be applied to an engineering grade retro reflective white background overlaid onto a 0.8 mm or thicker galvanised steel plate, which must be affixed to the top of the billboard on the right hand side of the face, facing in the same direction as the advertisement face. The plate upon which the information is provided shall be rectangular. The white background shall be at least 50 mm wider than the lettering at any point.
Advertisement

e.g. 4.5 m x 18 m
7) **ROAD LIGHTING**

a) **General**

Road lighting has been shown to improve road safety and driver comfort in environments of high night time traffic volumes, and where, at the same time, complex traffic movements take place. The incidence of fog, mist, disturbing levels of ambient lighting and frequent rain all contribute to difficulty in driving at night, and will influence a planner’s decision to investigate road lighting as a safety enhancing feature.

Cost-benefit analysis of road lighting generally reveals that as from an AADT of 40 000 vehicles per day on divided roadways, and from an AADT of 25 000 vehicles per day on undivided roadways, lighting becomes economically attractive. These rough guideline values may, therefore, be used to indicate when road lighting should be considered.

In traffic environments where night time accidents appear to be higher than expected, where complex or risky traffic movements occur in hours of darkness, and especially where pedestrians are involved in night time accidents, a points system for prioritising locations which may be investigated for road lighting, or other engineering solutions, is provided, below.

The approach adopted by the SANRAL in dealing with road lighting is:

- by means of the points system, first identify those road section priorities where road lighting may be warranted, or used to resolve a problem of an unacceptably high number of night time accidents. The points system will indicate an order of priority for further evaluations, but should not be considered to be an indication where road lighting must be installed;
- having obtained a list of priorities determined with the points system, select locations for further evaluation. Various possible engineering solutions for these locations, including the option of lighting, should now be generated;
- perform a cost benefit analysis and also determine the internal rate of return for the various solutions, and;
- after having selected the most appropriate solution to resolve the night time safety concerns, determine the affordability of the project within the constraints of the budget of the SANRAL and prioritise the project along with other priorities.

Road Lighting design should be carried out in accordance with SANRAL’s document “Warrants for the Lighting of Major Roads, 1989”, as well as in accordance with other applicable standards in South Africa.

b) **Capital, maintenance and operating costs**

Where the National Road forms part of the street system of a local authority, lighting is the responsibility of the local authority.

Where the National Road, generally a freeway, is part of the regional or intercity road system, the capital costs will be to the account of SANRAL. Operating and maintenance costs will be negotiated with the electricity supplier.

c) **Use of the Points System for identifying Road Lighting Projects.**

Whether or not the AADT values reach those suggested above, the points evaluation system will indicate a priority order of locations where road lighting may be considered for road safety reasons.

The engineer undertaking the analysis should;

- Identify sections of road where uniform traffic operations and accident rates are evident;
• Allocate points to the section of road according to the system, and then, separately;
• Allocate points to the intersections and interchanges on the section of road.

The road section, as a whole, may indicate a comparatively low number of points, while the intersections and interchanges, separately, might show higher points. Engineering judgement will be required to decide whether to evaluate the need for lighting over the whole road section, or only at the interchanges and intersections.

Lighting projects need to be weighed up against alternative engineering solutions as well as against other road projects, as described above.
### System for Prioritising Road Lighting Projects for Further Evaluation

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Environment</th>
<th>Warrant Value</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SAFETY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proximity of residential areas in all urban areas, including medium to high density rural settlements and medium to high density low income townships.</td>
<td>Continuous sections of road between intersections and interchanges.</td>
<td>For these road sections, 5 points, but add further points for km of frontage where the distance between the road reserve boundary and development is less than 500 metres, as follows; &lt;1km: 0 points 1-4km 3 points 4-8km 6 points 8-12km 9 points 12-15km 12 points &gt;15km 15 points</td>
<td>20</td>
</tr>
<tr>
<td>Level of Service at interchanges and intersections</td>
<td>Interchanges and intersections in both rural and urban situations.</td>
<td>If the level of service at any place on an intersection or interchange is worse than LOS C in darkness for an hour or more, add 10 points</td>
<td>10</td>
</tr>
<tr>
<td>Ratio of night : day accidents, which must include pedestrian related accidents.</td>
<td>Interchanges and continuous sections between interchanges.</td>
<td>Determine ratio of as follows: ( R = ) night accident rate/day accident rate. For; ( R &lt; 5 ), add 0 points ( R = 5 ) to 6, add 10 points ( R = 6-9.4 ), add 20 points ( R &gt; 9.4 ), add 30 points</td>
<td>30</td>
</tr>
<tr>
<td>Night accident rate.</td>
<td>Interchanges and continuous road sections between interchanges.</td>
<td>Add points for night accidents/million vehicle-km as follows: 1.9-3; add 10 points 3 to 6; add 15 points 6 to 9; add 20 points ( &gt;9; ) add 25 points</td>
<td>25</td>
</tr>
<tr>
<td>Pedestrian related accidents, only; extra over the above.</td>
<td>Interchanges and continuous road sections between interchanges.</td>
<td>Add points for pedestrian related accidents per year, as follows; 10 to 30; add 10 points 30 to 50; add 15 points ( &gt;50; ) add 20 points</td>
<td>20</td>
</tr>
<tr>
<td>Curves below standard by comparison with the adjacent road section.</td>
<td>Interchanges and continuous road sections between interchanges.</td>
<td>Add 3 points for each such curve on the road section being evaluated. Add 3 points for each such curve at an intersection or interchange, up to a maximum of 12 points</td>
<td>12</td>
</tr>
<tr>
<td>Speed profile of traffic in the dark (speed differential)</td>
<td>Continuous road sections and interchanges.</td>
<td>Depending on the judgement of the engineer, add between 0 and 5 points for the severity of lack of sight distance as it affects the speed differential between trucks and cars. If the truck traffic exceeds 8% of total traffic, add; 8 points for single lane per direction roads, and 3 points for multi lane roads.</td>
<td>13</td>
</tr>
<tr>
<td><strong>DRIVER COMFORT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interchanges/Intersection spacing</td>
<td>Continuous between interchanges</td>
<td>Where interchange and intersection spacing is less than 4km, add 1 point for every full 250m that the distance is</td>
<td>12</td>
</tr>
</tbody>
</table>
# System for Prioritising Road Lighting Projects for Further Evaluation

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Environment</th>
<th>Warrant Value</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak traffic flows in darkness.</td>
<td>Continuous road sections, as well as Intersections and Interchanges.</td>
<td>If the LOS is C or worse for longer than 1 dark hour on any day, add 10 points for the intersection or interchange, or for the entire road section under consideration, including all interchanges and intersections.</td>
<td>10</td>
</tr>
<tr>
<td>Oncoming headlights.</td>
<td>Continuous road sections.</td>
<td>Add 2 points for every night hour or part thereof that traffic volumes exceed 1000 veh/h (total for both directions) on the worst day of a normal winter traffic season week, provided that no headlight screening is provided (up to a maximum of 10 points).</td>
<td>10</td>
</tr>
</tbody>
</table>
| Posted speed limit                | Continuous road sections, as well as interchange and intersection through-roads. | Provided that the traffic volume in darkness exceeds 1000 vehicles per hour (total for both directions) and no headlight screening is provided, for speed limits of:  
70-90 km/h; add 5 points.  
100-120 km/h; add 10 points. | 10             |

## SECURITY

| Crime                             | All environments                     | No potential for danger: 0 points, Mild potential for danger: 5 points, Strong potential for danger: 10 points, Serious potential for danger: 15 points. | 15             |
8) PEDESTRIAN FACILITIES AND LIVESTOCK CROSSINGS

a) General

South Africa experiences a concerning number of pedestrian fatalities. The risk of pedestrian related accidents should therefore be considered during the development of any project.

The movement of livestock across our roads poses a threat to road users in our rural areas and must be considered in road designs in farming areas.

On all SANRAL road projects, adequate and reasonable access for the safe and convenient movement of physically disabled people is to be provided across kerbs and at bridge sidewalk approaches that are either constructed or replaced. Designers must carefully consider these needs when planning pedestrian accesses.

When locating wheelchair ramps and designing sidewalks, designers must consider the position of utilities such as power poles, fire hydrants, streetlights, traffic signals, and drainage facilities, and ensure that these facilities cater for all directions of movement adequately.

b) Funding of Pedestrian Facilities

The SANRAL’s participation in the financing of pedestrian facilities will be considered on a project specific basis.

Where a pedestrian facility is required on a new portion of road, the SANRAL will provide the facility at its own cost. In certain cases, construction of the separation may be deferred, but will remain the SANRAL’s responsibility.

In cases where developments alongside an existing road have resulted in pedestrian flows not envisaged at the time of building the road, the SANRAL’s share of providing pedestrian facilities will be negotiated with the local authority.

Grade separations are not normally provided for vehicles, or for pedestrians on single carriageway roads. However, when pedestrian use of the road is extensive, the SANRAL and the local authority may share the cost of creating a pedestrian grade separation.

c) The Provision of Pedestrian Facilities

In general, pedestrian facilities refer to;

- Public transport boarding points;
- Shoulders and Sidewalks;
- Pedestrian grade separations.

On routes through urban areas, both speeds and traffic volumes could be high. A sidewalk close to the travelled way can be hazardous. Pedestrians should be dissuaded from crossing at other than designated points. A physical barrier between the travelled way and the sidewalk is often a practical solution.

d) Public Transport Boarding Points

South Africans make extensive use of public transport. In metropolitan areas, public transport access points are generally at termini or modal interchanges. In rural areas, and in urban areas where adequate facilities do not exist, en-route facilities for picking up and dropping off passengers should be planned in conjunction with the transport operator and conform with the Geometric Design Guidelines.

e) Shoulders and Sidewalks

The SANRAL may assist with the construction of sidewalks under the conditions described below.
f) **Replacement**

Where existing sidewalks are to be disturbed by road construction, replacement will involve only the facilities involved and no other sidewalk construction, such as the closing of gaps between sections of sidewalk, will be authorized except:

- As part of a right of way agreement;
- Where the traffic safety or capacity of the road will be improved.

g) **Conventional Roads**

The roadway cross section usually provides areas for sidewalks. Any city, regional authority, or property owner, whose adjacent development generates pedestrian traffic, may build sidewalks on SANRAL right-of-way under an Agreement. If traffic safety or the capacity of a National Road will be improved, SANRAL may contribute towards the cost of building sidewalks.

h) **Freeways**

Sidewalks may be built across freeway right-of-way on bridges or through underpasses, to connect with existing, or soon to be built sidewalks. Sidewalks can be part of the original project or added later when the surrounding area develops.

i) **Overpasses**

Where sidewalks are planned on structures, the approach fill should, when considered appropriate, be widened to allow for sidewalks.

j) **School Pedestrian Walkways**

A pedestrian walkway should be considered when all of the following conditions exist:

- The road lies on the “Suggested Route to School”;
- Existing road shoulders outside the travelled way are less than 2 metres wide;
- More than 20 children per day use the route walking to or from school, and vehicular traffic exceeds 100 vehicles per hour during those periods of the day;
- The governing board of the school requests a pedestrian walkway; and
- A revision of the “suggested route to school” or of the attendance boundaries, to minimise the use of a busy road, is found to be impractical.

k) **Frontage Roads**

Sidewalks may be built along frontage roads connecting local streets, provided the intersecting streets already have sidewalks. Normally, sidewalks should not be placed on the freeway side of frontage roads, except where connections need to be made with pedestrian bridges.

l) **Bus and Taxi Stops**

Sidewalks may be built to connect bus and taxi stops with local streets.

m) **Footpaths**

Footpaths differ from sidewalks only in standard and cost. Footpaths must be accessible and the surface must be firm, stable and slip-resistant.

n) **Pedestrian Grade Separations**

i) **Motivation for grade separations**

The need for a pedestrian grade separation is determined by studying the present and future needs of a
particular area or community. The study should cover:

- The location of pedestrian generating origins and destinations;
- pedestrian crossing volumes;
- the type of road to be crossed;
- the location of other crossing facilities;
- the circuits followed by pedestrians;
- area zoning;
- land use in the area;
- security and safety of pedestrians, road users and the area in general;
- sociological and cultural factors; and
- the predominant type and age of persons expected to use the facility.

Established pedestrian patterns should be maintained across freeways as far as may be possible. Where road bridges are inadequate for pedestrians, separate structures should be planned. Where pedestrian routes are circuitous, separating pedestrians going in opposite directions may be justified, even when the numbers are small. School crossings should be carefully considered.

Where a grade separation is justified, overpasses are preferred. When underpasses are the only practical solution, the design of the underpass should allow unobstructed visibility through the underpass from both sides.

o) Livestock Crossings

i) General

There are many livestock crossing points on rural roads. As traffic volumes increase, these become hazardous and require attention. Any decision to eliminate crossings by physically separating the livestock and the traffic, must be based on an economic analysis of the options. Also, before any decisions are made to provide a grade separation, the possibility of moving a livestock crossing to a more appropriate location must be considered.

At-grade livestock crossings on National Roads should be eliminated if the crossing is unsafe, or if the crossing causes unacceptable delays. There must, however, be a demonstrable economic benefit in doing so.

ii) Cost Considerations

If at all possible, a hazardous situation should be remedied by the moving of the livestock crossing point to a safer location. However, if this is not possible, the elimination the crossing may be considered by selecting one of the options below;

- Expropriation of the land on one side of the road, eliminating the need for livestock to cross the road;
- Compensation aimed at eliminating the need for livestock to cross the road. This may include the cost of relocating stabling, building new pens, providing water pipes, or boreholes, or providing a water pipe under the road, re-erecting stables, camps, fences, water towers, or any other thing which may be cost effective to do other than to provide a grade separation;
- Building a livestock culvert or overpass.

Calculations to determine the economic benefit of addressing the need to eliminate a livestock crossing should take the following into account;

- The AADT at the location;
- The annual value (GDP-based) of the time lost by road users through waiting for livestock to cross the road at the location, (to be increased annually by the expected traffic growth rate);
- The estimated growth of the economy over the analysis period;
- The estimated traffic growth over the analysis period;
• A suitable discount rate and analysis period.

If the calculation shows that the total discounted benefits are higher than the cost of eliminating the at-grade crossing, the SANRAL will select the cheapest of the three elimination alternatives described above. The SANRAL may accept an offer from the landowner to pay the difference between the option chosen by the SANRAL and any solution of the landowners choice.

iii) Design Considerations

It is preferred that livestock crossings should not also serve as drainage structures. The slope of the floor of the underpass should be sufficient to allow drainage, without being so steep or slippery as to cause animals to slip and fall. The size of the underpass must be sufficient for the kind of animal using the structure.

The structural and drainage design of the facility is to be in accordance with the SANRAL’s design guidelines. The size of the facility is to be determined by the number of livestock movements and the kind of livestock, as indicated in the Tables below.

The floor must consist of a concrete slab textured to provide resistance to slipping. For game, cobbles must be imbedded in the slab. If the structure also serves as a drainage facility, the approaches must be effectively protected against erosion with stone pitching.

Where the approach slopes are steeper than 8%, they must be protected by stone pitching over their full length and width. Where the approaches are flatter than 8% and the soil on the approaches is clayey, a 150mm gravel layer should be applied.

The land owner must maintain the fences, the floors of the underpass and the approaches. This maintenance includes the removal of extraneous vegetation and the removal and prevention of silting.
### Table: Sizes and Types of Livestock Underpasses

<table>
<thead>
<tr>
<th>Livestock per movement</th>
<th>Types of livestock</th>
<th>Size; Height x Width</th>
<th>Type of Underpass</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;500</td>
<td>Sheep, goats, cattle and donkeys</td>
<td>1800 x 1800</td>
<td>Prefabricated or in-situ box culvert</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1730 x 1980</td>
<td>Corrugated galvanized steel plate</td>
</tr>
<tr>
<td></td>
<td>Horses, mules and ostriches</td>
<td>2400 x 2400</td>
<td>Prefabricated or in-situ box culvert</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1780 x 2340</td>
<td>Corrugated galvanized steel plate</td>
</tr>
<tr>
<td>&gt; 500</td>
<td>Sheep, goats, cattle and donkeys</td>
<td>3700 x 2000</td>
<td>Cast in-situ box culvert</td>
</tr>
<tr>
<td></td>
<td>Horses, mules and ostriches</td>
<td>3700 x 2500</td>
<td>Cast in-situ box culvert</td>
</tr>
</tbody>
</table>

### Table: Slope requirements for underpass floors and approaches

<table>
<thead>
<tr>
<th>Element</th>
<th>Underpass serves as a drainage structure (minimum gradient)</th>
<th>Underpass does not serve as a drainage structure (minimum gradient)</th>
<th>Maximum slope</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underpass floor</td>
<td>2%</td>
<td>0.5%</td>
<td>8%</td>
</tr>
<tr>
<td>Approach</td>
<td>N.A.</td>
<td>0.5%</td>
<td>16%</td>
</tr>
</tbody>
</table>