

BAKUBUNG LEDIG INTEGRATED MIXED USE DEVELOPMENT

SERVICES AGREEMENT FOR WATER, SANITATION, REFUSE REMOVAL, ROADS, STREETS, STORMWATER DRAINAGE, AND ELECTRICITY WORKS

BETWEEN

MOSES KOTANE LOCAL MUNICIPALITY



AND

KUBU PROPERTY INVESTMENT (PTY) LTD



Notes:

1. This is an agreement with the developer for the provision and installation of a water, sanitation, refuse removal, roads, streets, stormwater drainage and electrical scheme, within the municipality's approved structure plan area.
2. Kubu Property Investment (Pty) Ltd is a company; the agreement is accompanied by a signed company resolution.
3. This agreement is approved in terms of resolution xxxx dated xxx. (to be confirmed)



MOSES KOTANE LOCAL MUNICIPALITY

AGREEMENT WITH THE DEVELOPER OF BAKUBUNG INTEGRATED HOUSING PROJECT FOR THE PROVISION AND INSTALLATION OF WATER, SANITATION, REFUSE REMOVAL, ROADS, STREETS, STORMWATER DRAINAGE AND ELECTRICITY WORKS

ENTERED INTO BETWEEN

THE MOSES KOTANE LOCAL MUNICIPALITY

Herein represented by ___Tertius Chiloane___ in his capacity as Director:
Technical Services Department of the above-mentioned Municipality duly authorized thereto by
virtue of a resolution of its Council (hereinafter referred to as the COUNCIL).

AND

KUBU PROPERTY INVESTMENT

herein represented by ___Jacob Ngakane___ (ID:) _____
_____ in his capacity as Development Manager duly so authorized by virtue of a
resolution taken on _____ (of which a copy will be attached hereto as Annexure G) and
in lieu of such legal authority then personally liable (hereinafter referred to as the Developer).



PREAMBLE AND OVERARCHING PRINCIPLES TO THE SERVICES AGREEMENTS FOR THE PROPOSED BAKUBUNG LEDIG INTEGRATED MIXED USE DEVELOPMENT PROJECT AND ANY SUBDIVISIONS THEREOF

WHEREAS

Kubu Property Investment, the appointed implementing agent intends developing Bakubung Integrated Housing Development Project progressively in Phases.

Kubu Property Investment is required to make arrangements with MKLM for the provision, operation and maintenance of water, sanitation, roads, streets, storm-water drainage and electrical schemes for the Township, in terms of the provisions of the development conditions that are applicable thereto or shall be applicable. The eventual water, sanitation, roads, streets, stormwater drainage and electrical schemes for Proposed Bakubung Integrated Mixed Use Development are as described in Annexure C2

DEFINITIONS

Unless clearly inconsistent with or otherwise indicated by the context, the meaning of the following words shall be as follows:

“Interlinked External Services” means those bulk and link services which as a result of their location, nature or other pertinent requirement cannot be designed or implemented by more than one party without compromising the technical integrity, economic efficiency or schedule requirement of the infrastructure concerned.

RECORDAL

- 1) This PREAMBLE provides the overarching/guiding principles of the individual Services Agreements associated with the TOWNSHIP/S of Bakubung. This PREAMBLE and subsequent Services Agreements will confirm the mechanism, timing and quantum of Internal and External Services (i.e. water, sanitation, roads, streets, stormwater drainage and electricity) to be provided for Bakubung Integrated Housing Project.



- 2) Kubu Property Investment will be responsible for the implementation of Internal Services.
- 3) Kubu Property Investment will be responsible for the implementation of those Interlinked External Services as shown in Annexure C2
- 4) The MKLM will be responsible for the implementation of those External Services not considered Interlinked with the Internal Services. The MKLM may also elect Kubu Property Investment to implement these services. MKLM will ensure timeous provision of external services as determined by the project programme.
- 5) Kubu Property Investment will be responsible for the cost of the bonded component of infrastructure implemented under items 2 to 4 above. This cost will be in lieu of bulk contributions payable to MKLM.
- 6) Kubu Property Investment will provide bridging finance and implement those Interlinked External Services and any other External Services Elected by MKLM and agreed to by the Developer.
- 7) The MKLM will reimburse the Developer for the cost incurred in implementing the works contemplated in Item 6 above, subject to the provisions of Item 5, in accordance with the Joint Development Agreement.
- 8) Kubu Property Investment will assist the MKLM in the preparation of business plan applications for Grant funding of External Services (interlinked or otherwise).



THIS AGREEMENT TESTIFIES AS FOLLOWS:

AS the Developer has to obtain the development rights for the Proposed Bakubung Integrated Housing Development Project.

And as the Developer is of the intention to establish the TOWNSHIP to be known as Bakubung Ledig (to be confirmed) (hereinafter referred to as the TOWNSHIP).

And as the Developer has to make arrangements with the COUNCIL as the relevant local authority within which area of jurisdiction the township mentioned above is situated, for the provision and maintenance of water, sanitation, refuse removal, roads, streets, stormwater drainage and electricity schemes for the TOWNSHIP, in terms of the provisions of the development conditions that are applicable thereto or shall be applicable.

AND as necessary engineering services have to be provided operated and maintained to the TOWNSHIP which are as follows:

- a) A roads and streets scheme for the TOWNSHIP and the provision of access to the TOWNSHIP from existing roads and streets within the municipal boundaries of Moses Kotane Local Municipality or otherwise;
- b) A stormwater drainage system for the township;
- c) Water suitable for human consumption and the distribution thereof within the township;
- d) A sewerage outlet system for the township;
- e) Electricity and the distribution thereof within the township; and
- f) The removal of domestic refuse from the township.

AND as the COUNCIL and the Developer have agreed the overarching guiding principles applicable to the development and to servicing of the Bakubung Integrated Housing Project by the Developer as set out in the PREA2734.20.ZA.06.A001MBLE hereto;

AND as the COUNCIL is willing and able to provide certain of the services regarding the TOWNSHIP, as set out above, on the terms and conditions set out hereunder;

AND the mentioned COUNCIL and Developer hereby agree as follows:



Annexures:

- Annexure A : Guidelines for engineering services in new towns
- Annexure B : Costs for engineering services payable by the Developer to the COUNCIL
- Annexure C1 : Preliminary engineering design report for the Bakubung Integration Housing Project
- Annexure C2 : Engineering services scheme drawings for Bakubung Integration Housing Project
- Annexure C2.1 : Roads and streets scheme for Bakubung Integrated Housing Project
- Annexure C2.2 : Stormwater scheme for Bakubung Integrated Housing Project
- Annexure C2.3 : Water scheme for Bakubung Integrated Housing Project
- Annexure C2.4 : Sanitation scheme for Bakubung Integrated Housing Project
- Annexure C2.5 : Electricity scheme Bakubung Integrated Housing Project
- Annexure C3 : Estimated cost of External Services for Bakubung Integrated Housing Project
- Annexure C4 : Traffic Impact Study for Bakubung Integrated Housing Project
- Annexure D : Application approvals:
- Annexure E : Approval of Preliminary Engineering Design Report by MKLM
- Annexure F : Resolution by Developer for signature of this Agreement
- Annexure G : Signed Joint Development Agreement



WORD DESCRIPTION

In this agreement, unless indicated elsewhere, the expression "proclamation" or any variation thereof relevant to the TOWNSHIP means the date on which the Administration in terms of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA), pronounces the town as an approved township.

PROVISION OF A ROADS, STREETS, ASSOCIATED STORMWATER DRAINAGE AND ESSENTIAL SERVICES SCHEME

All access roads, streets, border streets, associated stormwater drainage works and essential services, must be provided in accordance with the guidelines contained in Annexure A, as detailed more specifically in the sections applicable to this township in the Preliminary Engineering Design Report contained in Annexure C1.

Before the construction of any road and/or street, which includes the tarring thereof, or the installation of any stormwater drainage works, and /or installation of any essential services by the Developer, the COUNCIL will supply the Developer with appropriate specifications and design standards in which the requirements for such roads (including access roads), streets, associated stormwater drainage works and essential services are set out and the Developer shall in terms of the specifications and design standards as prescribed by the COUNCIL, let a professional engineer compile the necessary plans for the approval of the COUNCIL before the commencement of any work in servicing the TOWNSHIP.

Should the COUNCIL not supply the Developer with specifications and design standards as described above, Annexure A in conjunction with the Preliminary Engineering Design Report contained in Annexure C1 and as approved by the Local Authority on behalf of the COUNCIL in Annexure E, shall be the guidelines for specifications and design standards in which requirements for the roads (including access roads), streets, associated stormwater drainage works and essential services are set out.

In addition, the Developer must finance the cost of a resident technically competent person or persons who will on behalf of the COUNCIL, supervise the construction of the roads, streets, associated storm-water drainage works and essential services and which cost will not be refundable to the Developer.



A. ROADS, STREETS AND STORMWATER DRAINAGE WORKS

1. The COUNCIL shall provide external roads and access to the TOWNSHIP which includes the design and commissioning of roads, streets, stormwater drainage works outside the boundaries of the TOWNSHIP with adequate capacity to provide access to the TOWNSHIP and to which the internal roads, streets, stormwater drainage works from the TOWNSHIP can be connected, which to the discretion of the COUNCIL is the most suitable or convenient connection (access) point to the TOWNSHIP. The scope of this infrastructure should adhere to the requirements of the Traffic Impact Study included as Annexure C4.
2. Interlinked External Road Infrastructure is indicated on Drawing No. 2734.20.ZA.03.A001 (included as Annexure C2.1)

Interlinked External Stormwater Infrastructure is indicated on Drawing No. 2734.20.ZA.04.A007 (included as Annexure C.2.2)
3. All necessary roads, streets and stormwater drainage works, to stands indicated on the General Plan of the TOWNSHIP including border streets, (including the tarring thereof), will be provided by the Developer at its own cost. This will be done with the understanding that the liability of the Developer with regard to the mentioned roads, streets and associated stormwater drainage works will be in accordance with the policy of the COUNCIL and the guidelines as prescribed in Annexure A (detailed more specifically in the Preliminary Engineering Design Report in Annexure C1), the overarching guiding principles in the PREAMBLE to this Agreement.
4. Detail plans and designs of roads, streets and associated stormwater drainage works in the TOWNSHIP must be supplied by the Developer to the COUNCIL within 3 months after the Developer was requested in writing to do so to enable the COUNCIL to determine and programme installation, design and depth of other services, in lieu of which the Developer will be liable for the cost pertaining to the relocation of services necessitated during the construction of the roads, streets and associated stormwater drainage works for the TOWNSHIP.



B. WATER PROVISION

1. The COUNCIL shall provide a water connection and sufficient supply to the TOWNSHIP. This includes the design and commissioning of a bulk water supply network and related water infrastructure outside the boundaries of the TOWNSHIP with adequate capacity to provide sufficient water supply to the TOWNSHIP and to which the internal network from the TOWNSHIP can be connected, which to the discretion of the COUNCIL is the most suitable or convenient connection for the TOWNSHIP.
2. The Interlinked External Water Infrastructure is indicated on drawing No 2734.20.ZA.05.A003
3. The internal water pipe network will make provision for the supply of water at a specified flow and pressure to each stand in the township, including parks, public open spaces and land earmarked for government and municipal purposes. The Developer will be responsible for all cost pertaining to the installation of the internal system. This will be done with the understanding that the liability of the Developer with regard to the mentioned roads, streets and associated stormwater drainage works will be in accordance with the policy of the COUNCIL and the guidelines as prescribed in Annexure A (detailed more specifically in the Preliminary Engineering Design Report in Annexure C1), the overarching guiding principles in the PREAMBLE to this Agreement,
4. During the construction of the water network and until it is taken over by the COUNCIL, the COUNCIL will only provide a metered connection and the final connection will only be done after the network has been completed, tested, approved, taken over and a service certificate has been issued. This process can be completed in a sub-phased approach as agreed at the time between the COUNCIL and the Developer.
5. Detail plans and designs of water pipes and associated fittings in the TOWNSHIP must be supplied by the Developer to the COUNCIL within 3 months after the Developer was requested in writing to do so to enable the COUNCIL to determine and programme the installation, design and depth of other services, in lieu of which the Developer will be liable for the cost pertaining to the relocation of services necessitated during the construction of the internal water network for the TOWNSHIP.



C. SANITATION

1. The COUNCIL shall ensure that a sanitary outlet system is provided to serve the area under its jurisdiction, which will consist of a purification plant, a main and regional main system for the different catchments areas and for the outlet of sewage to the COUNCIL's purification plant. This includes the design and commissioning of a sewer drainage network and related infrastructure outside the boundaries of the TOWNSHIP with adequate capacity to provide sufficient capacity to accommodate waste water from the TOWNSHIP and to which the internal network from the TOWNSHIP can be connected, which to the discretion of the COUNCIL is the most suitable or convenient connection for the TOWNSHIP.
2. The Intelinked External bulk sewer infrastructure is indicated on drawing No. 2734.20.ZA.06.A001 (included as Annexure C2.4)

These services will be installed as part of the scope of work for the construction of internal services

3. In order for COUNCIL to adhere to the responsibilities as set out in subparagraph 1 above, COUNCIL should install a regional sewer system consisting of a collector sewer collecting sewerage discharge from the TOWNSHIP (as well as from other surrounding areas) as shown in drawing 2734.20.ZA.06.A001 of Annexure C2.4. The COUNCIL will ensure that sufficient capacity is available on its regional sewer system to accommodate the sewerage discharge from the TOWNSHIP and future developments connecting to the COUNCIL's regional system.
4. The internal main system will make provision for a connection point at an acceptable depth for each stand in the township, including parks, public open spaces and land earmarked for government and municipal purposes. The Developer shall be responsible for all cost pertaining to the installation of the internal network, with the understanding that the liability of the Developer will be in accordance with the policy of the COUNCIL and the guidelines as prescribed in Annexure A and detailed more specifically in the Preliminary Engineering Design Report in Annexure C1, in the overarching guiding principles in the PREAMBLE to this Agreement.



5. Detail plans and designs of the sewer system in the TOWNSHIP must be supplied by the Developer to the COUNCIL within 3 months after the Developer was requested in writing to do so to enable the COUNCIL to determine and programme the installation, design and depth of other services, in lieu of which the Developer will be liable for the cost pertaining to the relocation of services necessitated during the construction of the internal sewer system for the TOWNSHIP.

D. ELECTRICITY

1. The COUNCIL will at the cost of the Developer consistent with Annexure B supply an 20MVA supply at the boundary of the TOWNSHIP. This connection point for the TOWNSHIP's internal distribution network shall be at such point or points, on or just outside the boundary of the township, as which the COUNCIL in its own exclusive discretion considers suitable, and as shown in Annexures B, C and D and the PREAMBLE hereto.
2. In order for COUNCIL to adhere to the responsibilities as set out in subparagraph 1 above, the following Bulk provision need to be provided by COUNCIL:

Permanent Supply -20MVA

- To supply the end state capacity of 20MVA to the proposed development, Eskom has indicated that a new substation will have to be constructed for the proposed development.
 - The scope of works required to construct the substation, is as follows
Build a new 20MVA, 132/22kV Substation that will be called "Bale Substation".
The substation will consist of:
 - 1 X 132kV Feeder Bay
 - 2 X 22Kv Feeder Bays
 - A fully equipped control room with protection and metering equipment
 - Build 3.5km 132Kv Chickadee line from the existing Bakubung Substation to the new Bale Substation.
3. The Developer will bridge finance and implement completion of the electrical scope of works described under 6.2 above.



COUNCIL will reimburse the Developer for the cost incurred in implementing the works through COUNCIL's own funds or and through grant funding.

4. The medium voltage network will be a 22Kv underground network feeding a configuration of 500Kva miniature substations, of rating 22Kv / 415V and Ring Main Units (RMU's) for larger stands, to be installed at optimum positions within the development. The miniature substations and RMU's will be energised via installing new 185mm², 3-core, 22Kv, XLPE, copper cable ring feeds.
5. To supply the residential stands, we propose that the low voltage network will consist of 120mm² and 150mm² low voltage, 4-core, copper cables supplied from the different miniature substations at a supply voltage of 415/230V with a regulation of +10%/-10%. The low voltage cables will energise planted, 3CR12, secure metering kiosks.
6. Each residential stand will be connected through a 10mm², 3-core, copper service cable, with communication core, from the metering kiosks pre wired with 60A, single phase circuit breakers and space for split pre-paid meters. All underground road crossings will be through sleeves.
7. The street lighting network will be according to Moses Kotane Municipality standards.
8. The Developer will be responsible for all costs pertaining to the installation of the internal network, with the understanding that the liability of the Developer will be in accordance with the policy of the COUNCIL and the guidelines as prescribed in Annexure A and detailed more specifically in the Preliminary Engineering Design Report in Annexure C1, in the overarching guiding principles in the PREAMBLE to this Agreement, and in the description of the engineering services for the TOWNSHIP set out in Annexure C hereto. The Developer will assist COUNCIL with the preparation of the DOE funding applications for the internal electrical services described in subparagraph above.
9. Prior to the commencement of any development, a complete design and set of reticulation plans (on approved computer software or in such manner as prescribed by the relevant Directorate of the COUNCIL) must be submitted for approval to the Directorate: Infrastructure and Basic Services. All equipment must adhere to standard specifications of the COUNCIL, and be inspected and approved prior to installation.
10. Detail plans and designs of the electrical network in the TOWNSHIP must be supplied by the Developer to the COUNCIL within 3 months after the Developer was



requested in writing to do so to enable the COUNCIL to determine and programme the installation, design and depth of other services, in lieu of which the Developer will be liable for the cost pertaining to the relocation of services necessitated during the construction of the internal electrical network for the TOWNSHIP.

E. REMOVAL OF REFUSE

The COUNCIL undertakes, after proclamation of the TOWNSHIP, to remove refuse in accordance with its by-laws and shall make its own arrangements with the owner or buyers of stands in the TOWNSHIP for such refuse removal. The Developer will not be held responsible for any cost in this regard except in such cases where the Developer is in need of such services.

F. SEQUENCE, SALES AND CERTIFICATION THAT THE ENGINEERING SERVICES ARE PROVIDED AND COMPLETED

1. The Developer intends developing Bakubung Ledig Integrated Mixed Use Development Project progressively in phases.
2. In order to ensure that the External and Interlinked External services do not delay the overall project completion dates, the cost of the various services have been included as Annexure C3.(to be confirmed) The party responsible for the implementation of the particular item needs to ensure that the required preparatory work and funding is arranged to ensure timeous delivery.
3. The COUNCIL undertake to issue service certificates per sub-phase as soon as all roads, streets storm-water drainage works, water,sanitation and electricity works are completed and provided to satisfaction of the COUNCIL for the TOWNSHIP.

G. COST OF SERVICES

The proportionate cost contribution for each party will be calculated on the principle outlined in Item 5 of the Preamble to this Agreement A summary will be included as Annexure B to this agreement.



H. OBTAINING SERVITUDES, RESERVES, SITES AND OTHER ADDITIONAL RIGHTS

1. It is agreed between the parties that the cost to obtain all servitudes, reserves and sites to supply all main and regional systems in connection with the necessary roads, stormwater drainage scheme, water, sanitation and electricity works referred to above, be considered as part of the obligations and costs of the COUNCIL.
2. The administration needed to obtain the mentioned servitudes, reserves and sites described in paragraph (1) above, will be the responsibility of the COUNCIL. The cost pertaining to such administration will form part of the costs referred to in paragraph (1) above.
3. All servitudes, reserves and sites within the General Plan of the TOWNSHIP shall be provided by the Developer at its own cost, and will on request be transferred to or registered in favour of the COUNCIL.
4. All rights of way and access rights needed by COUNCIL to execute its responsibilities as set out in this Agreement, within the boundaries of the TOWNSHIP shall be supplied by the Developer without any cost implication to the COUNCIL and if COUNCIL requests, the Developer shall register such right of ways and access rights that are needed as servitudes against the title deeds of such conveyancer properties, and such registration will be done by a conveyancer or attorney appointed by the Developer and at the cost of the Developer.
5. The Developer undertakes to not sell or alienate any property within the TOWNSHIP over which a servitude must be registered prior to the registration thereof. Alternatively the Developer undertakes to make any alienation subject to the COUNCIL's right to obtain the registration of such servitude without any cost implication to the COUNCIL.
6. The Developer is obligated to give free of charge to the COUNCIL, the right to remove any trees or other obstruction situated adjacent to or in the vicinity of the route of any culvert or other construction that the COUNCIL must undertake within the TOWNSHIP, or that can affect the efficient functioning of any system that is installed by the COUNCIL.



I. **RECORDAL OF INTENTION TO SELL**

As to the extent recorded in clause F2 above, the Developer will be entitled to transfer any or all of its rights or obligations resulting from this agreement without the written consent of COUNCIL.

J. **GENERAL STIPULATIONS**

1. In the event that the Developer omits to comply with any of the provisions of this agreement, the COUNCIL has the right to inform the Developer of such omission in writing and in the event the Developer omits to rectify such omission within 60 (sixty) days of date of sending such notice per registered mail, the COUNCIL may in its own discretion cancel this agreement or alternatively hold the Developer liable and enforce actual fulfilment of the agreement.
2. In the case of cancellation, the COUNCIL has the right to claim compensation from the Developer for damages suffered as a result of the Developer's omission to fulfil the agreement. In the event that the COUNCIL decides to enforce the actual fulfilment of the agreement, all monies owed by the Developer to the COUNCIL in terms of this agreement, become immediately claimable and payable and in addition thereto the COUNCIL has the right to claim compensation from the Developer for damages suffered as a result of the Developer's omission to fulfil the agreement.
3. After construction of the roads, streets, stormwater drainage works, water, sanitation and electricity works required for the TOWNSHIP has been completed to the satisfaction of COUNCIL, the above mentioned roads, streets, stormwater drainage works, water, sanitation and electricity works as well as the maintenance thereof, will be taken over by COUNCIL and the Developer will for this purpose transfer at its own cost all streets, parks and public open spaces as required to the COUNCIL. The above-mentioned roads, streets, stormwater drainage works, water, sanitation and electricity works are subject to a 12 (twelve) month defects liability period, after the services have been taken over by the COUNCIL.



4. For all matters forthcoming, including the sending of notices, the COUNCIL chooses as its domicilium citandi at excitandi the following address:

Municipal Offices
Private Bag X1011
Mogwase
0314

And the Developer chooses the following address:

Postal Address
PO Box 990011
Kibler Park
2053

5. The parties herewith agree that the abovementioned written Agreement, is the only true and complete services agreement between them regarding roads, streets, stormwater drainage, water, sanitation and electricity works for the TOWNSHIP, and that there was no other, either verbally or written agreement, entered into between them.

The PREAMBLE and annexures to this Agreement form an integral part of the Agreement. Any addition or amendment to this Agreement after the signing thereof will not be bindable or compellable unless such addition or amendment is put in writing and undersigned by both parties.

Thus done and signed by the COUNCIL in _____ on this _____ day of _____ 2017

In the presents of the undersigned witnesses:

As Witnesses:

1. _____
2. _____



MOSES KOTANE LOCAL MUNICIPALITY

Thus done and signed by the Developer in _____ on this _____ day of _____ 2017.

In the presence of the undersigned witnesses:

As Witnesses:

1. _____
2. _____

Developer

DRAFT



GUIDELINES FOR ENGINEERING SERVICES IN NEW TOWNS

INTRODUCTION

A. DEFINITIONS

In these Guidelines, unless inconsistent with the context

"G.P.E.S" - The manual "Guidelines for the Provision of Engineering Services in Residential TOWNSHIPS" published in 1983 by the Department for Community Development including its revisions (the Red Book).

"Engineering Services" - All essential services including the provision and building of streets, roads and stormwater drainage systems.

"Essential Services" - The provision of water, electricity and sewage.

"SPLUMA" – The Spatial Planning and Land Use Management Act 16 of 2013

"Preliminary Engineering Design Report" – The Preliminary Engineering Design Report will be attached as Annexure C1 containing the standards to which the engineering services of the TOWNSHIPS will be designed and constructed by the Developer and approved by the Local Authority on behalf of the COUNCIL



B. SERVICE PROVISION

1. Standard of Services

1.1 Residential Townships

The guidelines explained in the G.P.E.S. in general and the Preliminary Engineering Design Report in particular are accepted as the norm for service provision, subject to the deviations set out in Table A of this Annexure A.

1.2 Other TOWNSHIPS

The guidelines explained in the G.P.E.S. must in so far applicable also be used for industrial and commercial townships. With the understanding that should it be necessary, adaptations could be made to provide in the specific land use needs of that TOWNSHIP. The agreement between the applicant and the local authority, or the defaulting of the agreement by the Services Appeal Council, will determine the composition and extent of these adaptations.

2. Description of Services

2.1 Internal Services

a) Definition

Internal Services are the design, provision and commissioning of engineering services within the boundaries of the TOWNSHIP and from which direct stand access is given, as shown in Annexure C hereto.

Internal Services include all roads, streets, stormwater drainage, water, sewerage and electricity works and sanitation of which the length normally does not exceed 100m to the point of connection outside the border of the TOWNSHIP. Networks must be designed and constructed in such a manner that they can be added to or connected to bordering, existing or contemplated supply outlets or street systems, should it be necessary.



b) Description

(1) Roads, Streets and Stormwater Drainage Works

This includes the design, provision, construction and commissioning of all ground works, foundation layers, base courses, curbing, pavement finishing, street names, road signs, kerb inlets, junction boxes, pipe and rectangular culverts, channels and everything that is necessary to provide the road or street and stormwater drainage scheme for the TOWNSHIP thereby transporting vehicles and persons safely to and from erven in the TOWNSHIP and preventing flooding.

Internal roads and streets are the following:

- Class 5: Local access streets and stands

In the case of streets and roads that provides access to stands in the TOWNSHIP, the Developer must indicate the road reserves on the TOWNSHIP Layout Plan and General Plan, and should provide this area free of charge to the Local Authority and construct the roads in accordance with the G.P.E.S. and Engineering Services Report guidelines, but to the maximum measurements shown in Table B of the addendum. Should the Local Authority require broader road reserves or driving surfaces the Local Authority will reimburse the Developer in total for any resulting additional costs. Road name signs and traffic signs excluded.

(2) Water

This include the design, provision, installation and commissioning of all pipes, shutdown valves, stand connections up to just inside the boundaries of each stand, fire-hydrants, pressure release valves and everything that is required in the TOWNSHIP to distribute water at a specified pressure inside the TOWNSHIP.



(3) Sewer

This include the design, provision, installation and commissioning of all pipes, access holes, cleaning eye's, stand connections up to or just inside the erf boundaries and everything inside the boundaries of the TOWNSHIP that would be needed to transport sewage from each stand to the appropriate connection point, and which is designed to service the applicable TOWNSHIP.

(4) Electricity

This include the design, provision, installation and commissioning of all structures and equipment that includes inter alia overhead power lines, poles, meter boxes, underground cabling, sleeves, transformers and switch-gear and all other facilities that are necessary to provide a supply point from the distribution point to the boundaries of every stand in the TOWNSHIP.

Included is the house connection underground cable, pre-approved ready board and pre-paid energy meter with keypad, to every subsidised structure completed.

Included herewith is the street lighting systems of which the luminous flux should not be higher than as recommended in the G.P.E.S. Should the local authority require a higher illumination level, the authority must reimburse the applicant for such additional costs.

2.2 External Services

a) Definition

External Services include the design, provision and commissioning of roads, streets, stormwater drainage, water, sewerage and electricity works outside the boundaries of the TOWNSHIP and as described below with adequate capacity to provide services and



access to the TOWNSHIP and to which the internal roads, streets, stormwater drainage, water, sewerage and electricity works can be connected at points, as shown in Annexure C hereto.

External services consist of the following:

- i. traffic signs, inside the TOWNSHIP.
- ii. roads and streets in reserves that:
 - Are expanded to meet needs from outside the TOWNSHIP, to such an extent that the reserve is expanded to provide capacity for needs from outside the TOWNSHIP;
 - provide no access to stands in the TOWNSHIP;
- iii. additional street broadening and areas needed to fulfill needs originating from outside the TOWNSHIP, and
- iv. any road or street or service at or near the boundary that provides access or a service to stands on both sides of the boundary and are normally seen as 50 % internal and 50 % external taking into consideration the requirements of the different land uses, where applicable.

b) Description of External Services

(i) Roads, Streets and Stormwater Drainage Works

This includes Class 1, Class 2, Class 3 and Class 4 roads and streets, which do not provide direct stand access. The Developer only provides for these roads in the TOWNSHIP Layout Plan and the Local Authority (or other Authority) should reimburse the Developer for the land and the costs for the constructing of such roads and associated stormwater drainage works. Roads and streets that provide access to the TOWNSHIP are considered internal services if these roads and streets provide access to only the specific TOWNSHIP, and in such case the Applicant must, with the assistance of the Local Authority obtain the land, construct the road at its own costs and transfer the land to the Local Authority, free of charge.



Where the extent of the TOWNSHIP is such that it requires a broader street or road, the reserve of access roads or streets must be 20m with a driving surface of 8m in the case of a bus route and a reserve of 16m and a driving surface of 7,4m in other cases. Access roads or streets that provide access to more than one existing or future TOWNSHIP is considered an external service and is provided by the Local Authority at its own cost.

(ii) Water

This include the design, provision, installation and commissioning of all water purification works, regional water connections, feeding pipes to the reservoir, grass-roots reservoirs, collective water towers, outlet pipes, pump stations and everything that are required to provide water to more than one township or future township.

(iii) Sewer

This include the design, provision, installation and commissioning of the main sewer, purification works and everything that are required to transport and process sewage. A main sewer is a sewer designed and constructed to transport the sewer flow of more than one existing or future township. Sewer pipes inside the boundaries of the township, designed and constructed to serve apart from a specific township, also other existing townships or future townships which excludes stand connections, is perceived as an external service only as far as to the extent to which the service is expanded or adapted to provide capacity outside the township.



(iv) Electricity

Include the design, provision, installation and commissioning of medium voltage cables and switchgear that are required to provide bulk supply at or close to the boundary of the township from where the internal distribution network could be supplied.

High voltage cables and power lines inside the township that is meant to serve apart from the specific township, also other existing townships or future townships, is considered to be an external service only as far as to the extent to which the service is to be expanded or adapted to provide capacity outside the township.

3. Connection fees

The COUNCIL is not entitled to charge any connections fees or other fees that are prescribed by law for the provision of services, or to recover any contribution made towards the provision of refuse drums from the Developer.

a) Cul-de-Sacs

Length of Cul-de-Sac	Amount of Units Served	Width of Street reserve	Width of paved driving surface	Crescent
Up to 50m	Not more than 4	10,5m	5,5m	Nil
Longer than 50m but not longer than 80m	Not more than 10	13m	5,5m	Nil
Not more than 200m	Not more than 24	13m	5,5m	22m reserve 18m paved surface

Table A: Deviation from standards as determined in G.P.E.S.



b) K-Roads

K-Roads are not included in Class 3 roads

Class of street	Street reserves		Driving Surface (Paved)	
	Bus route	Other	Bus route	Other
2	20m	20m	8m	7,4m
3	20m	16m	8m	7,4m
4	20m	16m	8m	7,4m
5	-	16m	-	6m

Table B Maximum measurements of streets

Note:

The measurements of street reserves and driving surfaces should be determined according to the guidelines included in the G.P.E.S. in general and the Engineering Services Report in particular. Table B represents the acceptable maximum measurements a Local Authority may require from a Developer without any reimbursement.

Electricity Network

Apart from complying with the prescribed standards the electricity network should also comply with the standards set by the Council and/or bordering developments.



COSTS FOR EXTERNAL SERVICES PAYBLE BY THE Developer TO THE COUNCIL

The Developer shall be responsible to design, prepare and submit plans for the External Services required for the TOWNSHIP (prepared by a Professional Engineer) to COUNCIL for approval before the commencement of any construction work. Thereafter, the Developer shall construct all Interlinked External Services, and where requested other External Services, for the TOWNSHIP as described in Annexure C, and its proportional costs outlined in the table included in this section will be deemed as the Developer's full and final obligation to pay costs for External Services required for the DEVELOPMENT.

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