

**ABLAND PROPRIETARY LIMITED**

Reg. No.: 1996/013517/07

**RESOLUTION OF THE BOARD OF DIRECTORS OF ABLAND PROPRIETARY  
LIMITD PASSED IN BRYANSTON ON 14 OCTOBER 2014**

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**Loftus Park**

A Resolution was proposed that the Company should enter into the following agreement a draft of which was circulated:

1. **Memorandum of Agreement regarding Safety, Security, Traffic and Stormwater Management** between Clydesdale Village Association, Blue Bulls Rugby Union and Abland (Pty) Ltd in respect of the following property:

- 1.1 Portion 414 and a portion of Portion 418 of the Farm Elandspoot 357, Registration Division JR, Province of Gauteng, to be known as Arcadia Extension 11.

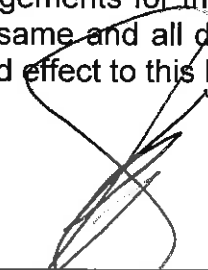
**RESOLVED:**

**THAT** the Company should enter into the agreement aforementioned in accordance with the draft which was approved.


**RESOLVED FURTHER:**

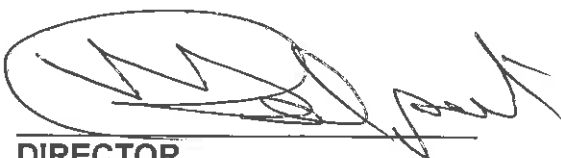
**THAT Marthinus Delpoort** in his capacity as a director of the Company, be and is hereby authorised to conclude all necessary arrangements for the finalisation and settlement of the said agreement and to sign the same and all documentation on behalf of the Company in order to give full force and effect to this Resolution.


TN  
  
\_\_\_\_\_  
DIRECTOR

DC  
  
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DIRECTOR

RC  
  
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DIRECTOR

  
\_\_\_\_\_  
DIRECTOR

TD  
  
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DIRECTOR

JE  
  
\_\_\_\_\_  
DIRECTOR

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TN  
  
\_\_\_\_\_  
DIRECTOR

DS  
  
\_\_\_\_\_  
DIRECTOR

RC  
  
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DIRECTOR

  
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DIRECTOR

JS  
  
\_\_\_\_\_  
DIRECTOR

**MEMORANDUM OF AGREEMENT  
REGARDING SAFETY, SECURITY, TRAFFIC AND  
STORMWATER MANAGEMENT**

ENTERED INTO BY AND BETWEEN:

**1. PARTIES**

**1.1 CLYDESDALE VILLAGE ASSOCIATION**

Herein represented by Dirk Kotze in his/her capacity as  
representative of CVA, duly authorized thereto  
by virtue of a Resolution

(hereinafter referred to as "CVA")

and

**1.2 BLUE BULLS RUGBY UNION**

Herein represented by LOURENS MARTHINUS NEL in his capacity as  
President of the BLUE BULLS RUGBY UNION, duly authorized thereto by  
virtue of a Resolution

(hereinafter referred to as "BBRU")

and

**1.3 ABLAND (PTY) LTD**

Herein represented by MARTHINUS DELPORT in his capacity as director,  
duly authorized thereto by virtue of a Resolution

(hereinafter referred to as "ABLAND")

## 2. RECITALS

WHEREAS –

- 2.1 The BBRU applied for the approval of a Town Planning SCHEME to be known as ARCADIA EXTENSION 11 to be established on a portion of Portion 414 and Portion 418 of the Farm Elandspoor 357, Registration Division JR, Province of Gauteng; and
- 2.2 CVA objected against approval of the SCHEME; and
- 2.3 the PARTIES have reached agreement with regard to the withdrawal of the objection by the CVA subject to the provisions of this AGREEMENT as well as the MEDIATION AGREEMENT dated 07 October 2014, attached hereto as Annexure “D” and provided the conditions included in the referenced documents are complied with by the BBRU and by ABLAND; and
- 2.4 the PARTIES wish to record the terms and conditions of their agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 3. INTERPRETATION

The headings in this document are used for easy reference only and will have no bearing on the interpretation of the items of this AGREEMENT. Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this AGREEMENT or any party of it.

## 4. DEFINITIONS

- 4.1 Unless the context indicates otherwise, the following words and phrases, when written in capital letters and used in this AGREEMENT, shall have the following meanings:

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DR. J. M. van der Merwe



- 4.1.1 "AGREEMENT" means this document together with all written appendixes, annexures, exhibits or amendments attached to it from time to time;
- 4.1.2 "AUTHORIZED SIGNATORY" means, in relation to any person, an individual who is duly empowered to bind such person or persons whose authority is evidenced by a resolution of the board of directors or of a committee or entity (or any other appropriate means of authorization) of such person;
- 4.1.3 "DEVELOPMENT" means the proposed mixed use development of the PROPERTY in terms of the SCHEME.
- 4.1.4 "FORUM" means the committee as established comprising representatives of the various entities or interest groups as referred to in paragraph 6 hereafter;
- 4.1.5 "PRECINCT" means the bigger area comprising of the PROPERTY as well as the Clydesdale residential area that is defined as residential area between Kirkness Street in the east, Park Street in the north, Wessels Street to the west and Valley Road as well as Walter Jameson Road to the south and the four schools within the immediate area as referred to in paragraph 6 hereafter as well as the University of Pretoria and the road network that serves this area;
- 4.1.6 "PARTY" means a person who is a party to this AGREEMENT, and "PARTIES" shall be construed accordingly;
- 4.1.7 "PROPERTY" means Portion 414 and a portion of Portion 418 of the Farm Elandspoor 357, Registration Division J.R., Province of Gauteng, to be known as Arcadia Extension 11;



- 4.1.8 "SCHEME" means the application made by AETERNO TOWN PLANNING (PTY) LTD on behalf of the BBRU for the approval of the Town Planning Scheme with regard to a Portion of Portion 414 and Portion 418 of the Farm Elandspoor 357, Registration Division J.R., Province of Gauteng, to be known as Arcadia Extension 11, as well as the proposed DEVELOPMENT that would comprise a mixed use DEVELOPMENT.
- 4.1.9 "MEDIATION AGREEMENT" means the agreement reached between ABLAND as mandated by the BBRU and the CVA in respect of objections and accepted mitigations as offered by ABLAND and attached hereto in Annexure "D".
- 4.2 Words importing –
- 4.2.1 the singular shall include the plural and vice versa;
- 4.2.2 persons shall, where the context admits, include firms and corporations.
- 4.3 Where figures are referred in numerals and words, then the latter shall prevail in the event of any dispute.
- 4.4 Any reference to any enactment shall be deemed to be that enactment as at date of signature hereof or as amended or re-enacted from time to time.
- 4.5 Where any number of days is prescribed in the AGREEMENT, same shall be reckoned exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 4.6 Clause Headings - The clause headings to this AGREEMENT are for reference purposes only and do not bear upon the interpretation of the



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

- 4.7 In the event of any clause of this AGREEMENT being unenforceable for any reason whatsoever, such clause shall be deemed to be separate and severable.
- 4.8 This AGREEMENT shall be governed by and construed and interpreted in accordance with the Laws of the Republic of South Africa, provided that in the event of any conflict or inconsistency between the Laws applicable in the various provinces of the Republic of South Africa, the Law as applied in Gauteng by the North Gauteng High Court, Pretoria.

## 5. WITHDRAWAL OF OBJECTION

CVA hereby withdraws its objection against the approval of the SCHEME and will affix its signature to this agreement as well as the MEDIATION AGREEMENT and will also attend to the signature of the withdrawal of the objection as per the draft attached hereto as Annexure "A". The withdrawal of the objection is subject to the compliance of the BBRU and ABLAND with the conditions and obligations as contained in this Agreement as well as the MEDIATION AGREEMENT.

## 6. OBLIGATIONS OF ABLAND

6.1 Establishment of safety and security FORUM.

6.1.1 ABLAND will initiate the establishment of a FORUM comprising of representatives of the following entities and/or interested PARTIES:

6.1.1.1 Clydesdale Village Association;

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- 6.1.1.2 Pretoria High School for girls;
- 6.1.1.3 Afrikaans Hoër Meisieskool;
- 6.1.1.4 Afrikaans Hoër Seunskool;
- 6.1.1.5 Pretoria Boys High;
- 6.1.1.6 Blue Bulls Rugby Union;
- 6.1.1.7 Blou Bulle Maatskappy (Pty) Ltd (Registration Number: 1997/021796/07);
- 6.1.1.8 ABLAND.

## 6.2 Functions of the FORUM.

- 6.2.1 The main function of the safety and security FORUM would be to address safety, security and traffic concerns of the PRECINCT.
- 6.2.2 The FORUM will meet fortnightly initially but also as and when necessary to address issues of an emergency nature.
- 6.2.3 The FORUM to elect a chairman from the representatives and to agree on procedural issues with regard to the frequency of meetings, quorum requirements, the venue of the meetings, secretarial procedures as the minuting of the meetings and the form of notices to members and/or other administrative issues.
- 6.2.4 The priority of the FORUM will be to address safety, security and traffic concerns of the PRECINCT on a sustainable and ongoing basis.
- 6.2.5 Liaise with representatives of the City of Tshwane, South African Police Services as well as the Pretoria Metro Police with the view

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to implement any proposals with regard to road closures and other safety, security and traffic measures to secure the PRECINCT and most important during the hosting of matches and other events at the Loftus Stadium.

6.2.6 Decisions within the FORUM will be made on the basis of consensus

6.2.7 Decisions ratified by the FORUM regarding the subject matter will be included and taken up in the UDF as drafted by Holm Jordaan Architects and Urban Designers as referred to in the MEDIATION AGREEMENT (Annexure "D").

6.3 Traffic management during match / event days and non-match/event days.

6.3.1 ABLAND will be obliged to facilitate the drafting of a comprehensive traffic management as well as safety and security management plan for the PRECINCT in co-operation with the relevant authorities and the South African Police Services and to present same to the FORUM for their discussion and implementation on an urgent basis.

6.3.2 ABLAND will be obliged to appoint, at their cost, consultants and traffic and security experts to compile the traffic management plan as expediently as possible to present same to the FORUM.

6.3.3 ABLAND will, at their cost, install such traffic barriers and boom gates, speed humps and traffic circles as traffic calming measures as per the traffic management plan as approved by the FORUM and the various authorities.

6.4 Safety and security during construction period of DEVELOPMENT.

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- 6.4.1 ABLAND will remain responsible for all security and safety issues as per the Environmental Management Plan, during the construction period of the DEVELOPMENT, at their cost, and to report on a monthly basis to the FORUM on all aspects of security and traffic management.
- 6.4.2 ABLAND will be obliged to consider any reasonable additional measures as proposed by the FORUM for the improvement of safety and security for the PRECINCT.
- 6.4.3 ABLAND will nominate a representative to liaise with the South African Police Services and other authorities including the security company as appointed by the Blue Bulls Rugby Union and to whom any crime incidence can be reported to by the CVA.

6.5 Storm water infrastructure.

- 6.5.1 ABLAND confirm that the present storm water management infrastructure will be upgraded during the construction of the DEVELOPMENT to comply with the specifications of the City of Tshwane.

**7. CO-OPERATION OF CVA**

The CVA will co-operate with the BBRU, ABLAND and their consultants to ensure the approval of the SCHEME.

**8. AGREEMENT REMAIN BINDING**

It is noted that this AGREEMENT as well as the MEDIATION AGREEMENT will remain binding on the PARTIES and their successors in title and more specifically on ABLAND and their successors in title.

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## 9. ADJUDICATION OF DISPUTES

9.1 Save as otherwise provided in the AGREEMENT, should any dispute arise between the PARTIES in regard to:

9.1.1 the interpretation of;

9.1.2 the effect of;

9.1.3 a breach of;

9.1.4 the termination of;

9.1.5 any matter arising out of the termination of

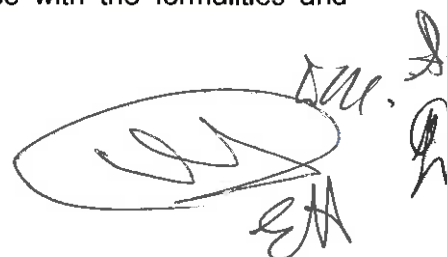
the AGREEMENT, that dispute shall first of all be solved by means of joint co-operation or discussion between the individuals directly involved with the execution of this AGREEMENT, within one week after a dispute arises or such extended time period as the PARTIES may in writing allow, than such a dispute shall be submitted to the most senior executives of the PARTIES who shall endeavor to resolve this dispute, within 5 (FIVE) calendar days after it having been referred to them, failing by which the dispute will be referred to arbitration as set out in clause 7.2 infra.

9.2 The arbitrator shall be appointed by the PARTIES, and failing agreement, shall be a practising Senior Counsel at the Pretoria Bar with a minimum of 10 (TEN) years experience as a senior and as nominated by the Arbitration Foundation of South Africa ("AFSA"). Should AFSA not be in existence at the time, the nomination shall be by the Chairman for the time being of the Pretoria Attorneys Association.

9.3 The arbitration shall be held in Pretoria.

9.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and

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procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid to the Arbitration Act, 1965, of the Republic of South Africa and any statutory modification or re-enactment thereof.

9.5 The arbitrator shall be entitled to:

9.5.1 investigate or cause to be investigated any manner, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

9.5.2 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of the AGREEMENT, and

9.5.3 make such award, including an award for specific performance, an interdict, damages or a penalty of the costs of arbitration or otherwise, as he in his discretion may deem fit and appropriate.

9.5.4 The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within 30 (THIRTY) days after it has been so demanded.

9.5.5 Subject to the above provisions of this clause, the law governing the AGREEMENT shall be South African law and the Court having jurisdiction to enforce any award made under this clause shall be the North Gauteng Division of the High Court of South Africa and all appeal courts therefrom.

9.6 Each PARTY will be responsible for their own legal representation during Arbitration proceedings and will the costs of the appointment of the arbitrator be shared equally between the PARTIES.

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## 10. VALIDITY

If any provision of this AGREEMENT is found or held to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the validity and enforceability of all the other provisions of this AGREEMENT will not be affected thereby.

## 11. ENTIRE AGREEMENT AND VARIATIONS

11.1 This AGREEMENT constitutes the whole agreement between the PARTIES and supersedes all prior verbal or written agreements or understanding or representations by or between the PARTIES regarding the subject matter of this AGREEMENT, and the PARTIES will not be entitled to rely, in any dispute regarding this AGREEMENT, on any terms, conditions or representations not expressly contained in this AGREEMENT.

11.2 No variation of or addition to this AGREEMENT will be of any force or effect unless reduced to writing and signed by or on behalf of the PARTIES.

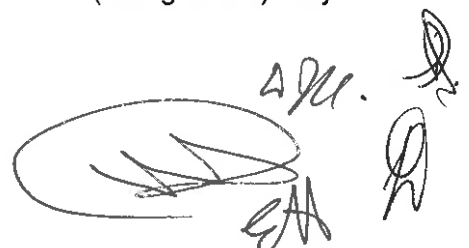
11.3 Neither PARTY to this AGREEMENT has given any warranty or made any representation to the other PARTY, other than any warranty or representation which may be expressly set out in this AGREEMENT.

## 12. ASSIGNMENT, CESSION AND DELEGATION

Neither of the PARTIES shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this AGREEMENT, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

## 13. RELAXATION

No indulgence, leniency or extension of a right, which either of the PARTIES may have in terms of this AGREEMENT, and which either PARTY ("the grantor") may



grant or show to the other PARTY, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this AGREEMENT, or be construed as a waiver by the grantor of that right.

#### 14. WAIVER

No waiver on the part of either PARTY to this AGREEMENT of any rights arising from a breach of any provision of this AGREEMENT, will be constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

#### 15. COSTS

ABLAND shall bear the legal costs in respect of the drafting and settling of the AGREEMENT.

#### 16. DOMICILIUM

16.1 All notices hereunder shall be in writing, by hand or pre-paid registered mail, addressed as follows:

16.1.1 To CVA:

Liesl Dyson  
20 Ayrton Street  
Clydesdale  
0002

16.1.2 To BBRU:

Loftus Versfeld  
 Kirkness Street  
 Sunnyside  
 PRETORIA  
 Telefax: (012) 344-2966  
 E-mail: nelia@bluebull.co.za

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*[Handwritten signature]*

16.1.3 To ABLAND: Abcon House  
Fairway Office Park  
52 Grosvenor Road  
BRYANSTON  
Telefax: (011) 510-9990

16.2 Notice shall be deemed to be received against proof of delivery thereof.

SIGNED at Pretoria on this 10th day of October 2014

AS WITNESSES:


1. 


  
**CLYDESDALE VILLAGE ASSOCIATION**  
(Duly authorised signatory)

2. \_\_\_\_\_

SIGNED at PRETORIA on this 20th day of OCTOBER 2014

AS WITNESSES:

1. 

  
**BLUE BULLS RUGBY UNION**  
(Duly authorised signatory)

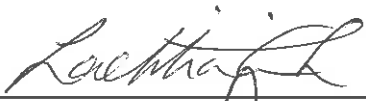
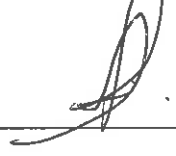
2. \_\_\_\_\_





SIGNED at Perth on this 4 day of October 2014

AS WITNESSES:

1.   
2. 

  
**ABLAND (PTY) LTD**  
(Duly authorised signatory)

  
**VDI**




Architecture | Urban Design | Restoration | Sustainable Design | Research

Ideas that work

Ref: 30 000(376)

2014-02-11

ABLAND (PTY) LTD  
Abcon House,  
Fairway Office Park,  
52 Grosvenor Road  
Sandton

PO Box 67663  
Bryanston,  
2021

Attention: **Theunis Delport**

thinusd@abland.co.za

## CLYDESDALE: URBAN DESIGN FRAMEWORK PROPOSAL

Further to our discussions on at the end of last year and a request for a proposal for an Urban Design Framework for Clydesdale in order to facilitate the rezoning of the Loftus Park development to the North of Loftus Stadium. The Urban Design Framework (UDF) should also provide the Residents with a mechanism to manage their residential area in future.

We hereby provide you with a proposal as discussed incorporating the discussion we had and our understanding of the scope and objectives of the project.

### 1. BACKGROUND


During the rezoning process and public consultation process for Loftus Park, it became clear that the Clydesdale Residents are hesitant to allow any development close to or in their residential area. In order to ensure a responsible development approach from the Developer, the intent is to develop an Urban Design Framework for Clydesdale. This UDF will be paid for by the developer thereby protecting Clydesdale and providing the residents and resident's association with a tool to manage their urban environment and to respond to any development pressure.

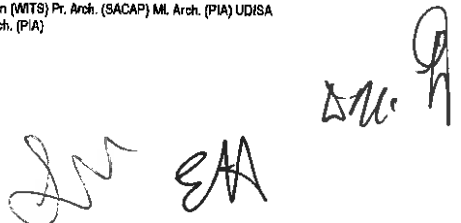
Holm Jordaan Group (Pty) Ltd T/A Holm Jordaan Architects & Urban Designers  
2001/003924/07

5 Guild House | 239 Bronkhorst Street  
Nieuw Muckleneuk 0181 | Pretoria | South Africa

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DIRECTORS Deon van Aawegen - B. BuiM (UPE) B. Arch. (UPE) Pr. Arch. (SACAP) M. Arch. (PIA) Gerrit Jordaan - B. Buik (UPE) B. Arch. (UPE) MEP. Urban Design (WITS) Pr. Arch. (SACAP) M. Arch. (PIA) UDISA  
Morne Plensar - B. Arch. Hons. (UP) M. Arch. Prof. (UP) Pr. Arch. (SACAP) M. Arch. (PIA) Marguerite Plensar - B.A.S. (UFS) B. Arch. (UFS) Pr. Arch. (SACAP) M. Arch. (PIA)  
Reinier Visser - B. Arch. (UP) MCPUD (UCT) Pr. Arch. (SACAP) M. Arch. (CIA) UDISA

  
SINCE 1962



Clydesdale is unique fine grain residential area which it has been kept intact for a number of reasons:

- 1.1 A lack of development took place in Clydesdale due to the shadow of the previous 1967 "Deurpad Skema", which would have completely destroyed Clydesdale and most of the land would have been used for the High Way through Pretoria. No development was approved in the area, as the properties would have been expropriated by the City Council. This Scheme has been scraped and therefore Clydesdale remained intact for decades.
- 1.2 The close proximity of this residential area to job opportunities within the area and accessibility to city facilities makes this a desired residential area.
- 1.3 The close proximity of this residential area to the institutional node of Loftus, Afrikaans Hoër Seunskool, Boys High School, Girls High School, Afrikaans Meisies Hoër, University of Pretoria as well as SABS and other institutions in the CBD makes this position highly desirable for residential purposes.
- 1.4 Clydesdale has been under development pressure for some time. Due to the lack of a proper UDF or development framework it is not possible to respond positively or meaningfully to any development proposal in the area, but "fossilization" is also no an option as the City is constantly changing. This change needs to be managed to ensure that the character and livability of the area is protected.

As in the case with Muckleneuk / Lukasand a development plan was developed for the residents and this plan is used to respond to development pressure and also to ensure that the township retains its character while avoiding fossilization or decay. The Muckleneuk / Lukasrand Development Framework is currently being updated to respond to the latest context and policy changes.

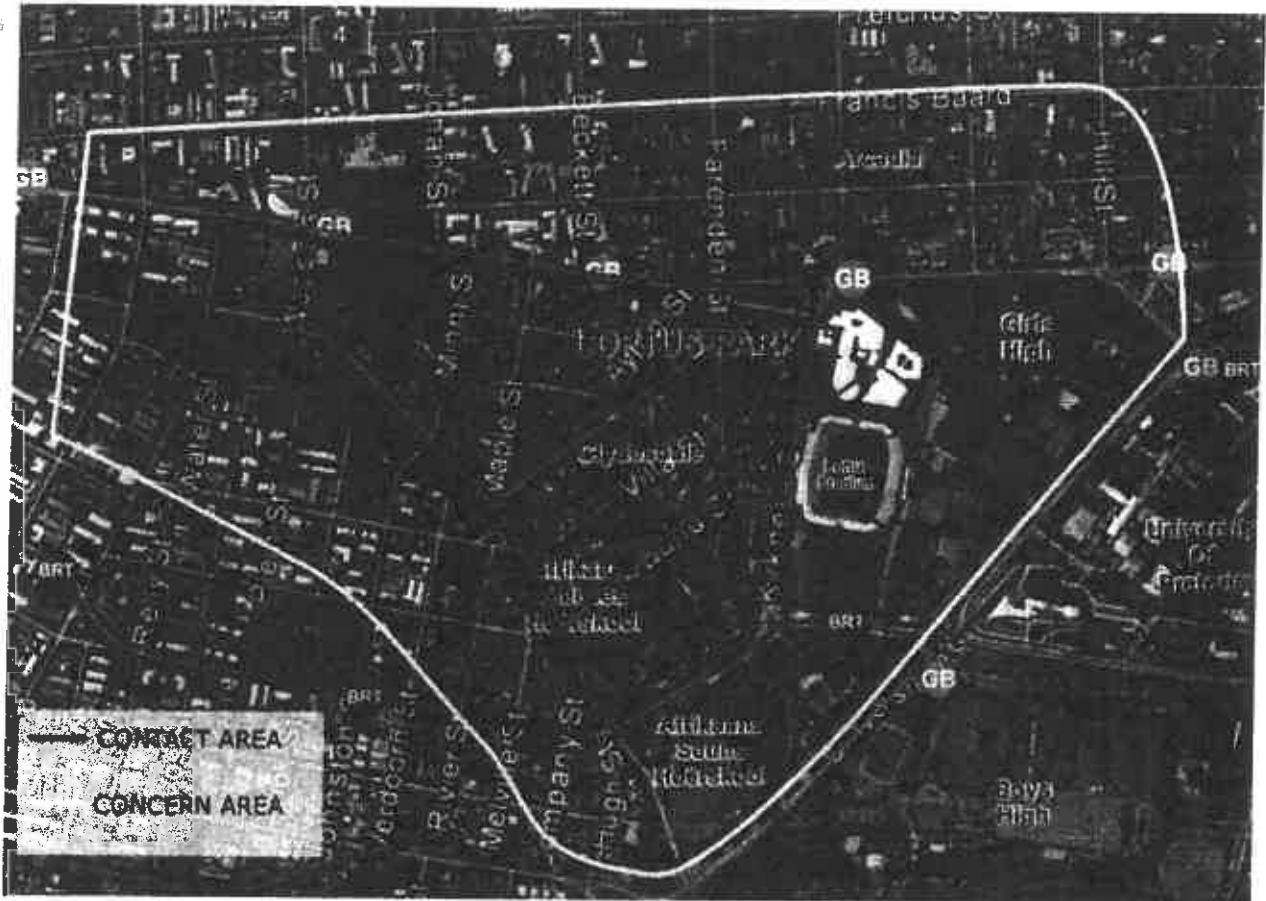
## 2. SCOPE OF PROJECT

An Urban Design Framework (UDF) is proposed that will provide development direction for Clydesdale. The framework will be used as a basis for negotiations with the City Council and the Developers. It could assist the Clydesdale residents to understand the opportunities and constraints as well as threats and weaknesses of the area in order to identify the strategic interventions as well as catalytic projects that could enhance the livability and urban quality of Clydesdale. The UDF should also assist the LOFTUS PARK development to accommodate the concerns of Clydesdale and incorporate the viable modifications to the design, if needed.

The **Contact Area** consists of: Bourke Street, Park Street, Kirkness Street, Bond Street and the Walkerspruit border the area under consideration. Although the **Area of Concern** would be much wider in terms of the urban processes as well as the context in which the area is located.

Diagram below shows the extended of the area under consideration:

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### 3. OBJECTIVES

The following **objectives** should be reached with this project:

- 3.1 To state the development Vision and Concerns of the residents in a report and graphic format.
- 3.2 To create a co-operative arrangement between the Developer of LOFTUS PARK and the Clydesdale residents.
- 3.3 To a map the urban fabric and urban processes that influence the development pressure on the area.
- 3.4 Mapping of issues, opportunities and constrains that has a bearing on the development or preservation of the Clydesdale area.
- 3.5 Develop a Concept with intended land uses, street interface, urban form, accesses and movement.
- 3.6 Intergrating existing and future developments surrounding Clydesdale while protecting the residential area.
- 3.7 Integrate the latest Council plans and policies and influence possible changes to the City Council plans to accommodate the vision for Clydesdale and its residents.
- 3.8 Clearly identify the interface between the developments surrounding Clydesdale and the Clydesdale residential area itself.

- 3.9 Create a planning and management tool for the Clydesdale Residents in order to negotiate with Developers City Council and other authorities in future.
- 3.10 The UDF should also be a management tool to manage the street quality, additions to buildings, the street interface and future development proposals. Urban Design Guidelines and Development Guidelines will assist in this regard.

## 4. COMPONENTS OF THE STUDY

The product for the UDF will consist of the following components, i.e. **contextual framework, development framework implementation framework and management framework.**

- 4.1 **Contextual Framework.** The aim of the contextual framework is to define the status quo in terms of the following:
  - 4.1.1 Context of the precinct and mapping the development.
  - 4.1.2 Natural environment (land, water, soil, vegetation)
  - 4.1.3 Man-made environment (land uses, infrastructure, access, urban form, grain)
  - 4.1.4 Socio-economic environment (population, income group, employment)
  - 4.1.5 Institutional environment (planning framework, decision making structures)
  - 4.1.6 Urban form and environmental quality.
  - 4.1.7 Mapping of development issues as identified by the role players.
- 4.2 **Development Framework.** The aim of the Development Framework is to make proposals regarding the design of the development, based on a visionary concept and will include the following:
  - 4.2.1 Concept and Development Plan.
  - 4.2.2 Urban form.
  - 4.2.3 Land uses.
  - 4.2.4 Movement and traffic as well as parking requirements.
  - 4.2.5 Urban and nature conservation and landscaping.
  - 4.2.6 Services and Infrastructure.
  - 4.2.7 Development of high level land parcels and land use budgets.
- 4.3 **Implementation Framework.** The aim of the Implementation is to provide a strategy for implementation, and the tools for the management of the urban environment. The following components will be addressed in the implementation framework:



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- 4.3.1 Phasing, based on the land parcels and land budget.
- 4.3.2 Land parcels, land budget linked to urban viability and land release programme.
- 4.3.3 Policy projects and programmes that will ensure the successful implementation of the project.
- 4.4 **Management Framework.** The Management Framework incorporates the components that are needed for environmental management, development management
  - 4.4.1 Management Structure with roles and responsibilities.
  - 4.4.2 Management Mechanisms including:
    - Urban Design Guidelines,
    - Land Use management,
    - Access management.
    - Environmental management

The guidelines can also assist the development in that the environmental issues can be addressed proactively to pre-empt possible objections and to facilitate the approval to the local authority and other role players.

## 5. DELIVERABLES and BUDGET

The proposed budget and deliverable provide all the components required for the UDF but could be modified to suit the local context and requirements from the Client and the Residents. If needed the budget will be adjusted accordingly.

COMPONENT	DELIVERABLES
<b>CONTEXTUAL FRAMEWORK</b>	<ul style="list-style-type: none"> <li>• Locality and context description</li> <li>• Cadastral information</li> <li>• Questionnaire to identify resident's concerns and vision</li> <li>• Aerial Photos</li> <li>• Urban context mapping all development opportunities and constraints</li> <li>• Mapping the environmental quality</li> </ul>
<b>DEVELOPMENT FRAMEWORK</b>	<ul style="list-style-type: none"> <li>• Development Vision</li> <li>• Development Options and Concept</li> <li>• Development Plan incorporating:                             <ul style="list-style-type: none"> <li>• Urban Form and Figure Ground and 3D urban form</li> <li>• Movement and Access</li> <li>• Public Amenities</li> <li>• Urban Conservation and Landscaping</li> <li>• Land Use Plan</li> <li>• Services and Infrastructure</li> </ul> </li> </ul>

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<p><b>IMPLEMENTATION FRAMEWORK</b></p>	<ul style="list-style-type: none"> <li>• Development Options</li> <li>• Phasing</li> <li>• Policy, Projects and Programmes</li> <li>• Catalytic Projects and Strategic Interventions</li> <li>• Loftus Park implementation implications and Agreement</li> </ul>
<p><b>MANAGEMENT FRAMEWORK</b></p>	<ul style="list-style-type: none"> <li>• Management Structure</li> <li>• Management Mechanisms</li> <li>• Urban Design Guidelines</li> <li>• Access and Traffic Guidelines</li> <li>• Architectural Guidelines</li> <li>• Interface Guidelines between the residential area and surrounding developments.</li> </ul>
<p><b>DELIVERABLES</b></p>	<p>Report, Diagrams and Drawings indicating the following:</p> <ul style="list-style-type: none"> <li>• Status quo report and maps</li> <li>• Issues Map as identified during discussions</li> <li>• Report on the Vision and the Concept</li> <li>• Maps containing Vision and Development Plan and Framework</li> <li>• Implementation proposals (phasing, policy implications, catalytic projects and strategic interventions)</li> <li>• Management Structure and Mechanisms</li> <li>• Way Forward and Next Steps</li> </ul>

**Notes on the proposed budget:**

- Disbursements are estimated and payable based on real disbursements and invoices.
- Deliverables will consist of one coloured bound report, two sets of A3 coloured plans, and one unbound colour copy of report. 1 x A2 Plots of all drawings. Report and Plans will also be in PDF format on disk for further copies.
- Base plans will be provided by the Client in digital format, i.e. contour maps, aerial photographs and other information as required all existing information will be used.
- Public participation or consultations with role players are limited to 2 per phase with a total of 6. Any further meetings will be disbursed on a time and cost basis – estimated at R 8,0000 per meeting.
- The time fee will be based on the South African Institute of Architects minimum recommended fees.
- Payments will be monthly on a % completion basis.
- Other consultants like Town planners, Transport engineers, Environmentalists, Civil Engineers are excluded and must be appointed separately.

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## 6. PROGRAMME

6.1 The project can be completed within **3 months** depending on the availability of information and approval process.

- Contextual Framework 1 month
- Development Framework 1 month
- Implementation and Management Frameworks 1 month

## 7. RESPONSIBILITIES

It is understood that the following responsibilities will be applicable to this project:

- 7.1 **Clydesdale Resident's Association** in collaboration with **ABLAND** will act as Client for the project.
- 7.2 **Thinus Delport of ABLAND** will act as Client Contact and Project Manager and will ensure the necessary approvals.
- 7.3 **Other specialists** as appointed by the Client would provide Transport Engineering, Town Planning, and other technical input.
- 7.4 **Clydesdale Resident's Association** will convene a Working Committee that will have the mandate and authority to sign off the proposals. Proof of the mandate is important to avoid fruitless expenditure and loss of time.

## 8. CONCLUSION and MANDATE

Please do not hesitate to contact us should you have any further queries.

Enclosed are some examples of similar projects in their final form.

As soon as we have a written approval of the proposal, we can start with the project.

Thank you for the opportunity to be involved in this exciting project

Yours faithfully



HOLM JORDAAN GROUP  
per: Gerrit Jordaan







WE CREATE EXPERIENCES

MASTER VISUAL IMAGES

A RICHFIELD GROUP COMPANY

View from Clydesdale (Kirkness Street) towards Development

(GHOSTED TREES)  
ANNEXURE "C"



SEPTEMBER 2014  
AS  
REV.  
JL  
SL



PROPOSED COMMERCIAL DEVELOPMENT







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## MEDIATION AGREEMENT

ENTERED INTO BY AND BETWEEN:

### 1. PARTIES

#### 1.1 CLYDESDALE VILLAGE ASSOCIATION

Herein represented by Dirk Kotze in his/her capacity as representative of CVA, duly authorized thereto by virtue of a Resolution

(hereinafter referred to as "CVA")

and

#### 1.2 ABLAND (PTY) LTD

Herein represented by MARTHINUS DELPORT in his capacity as director, duly authorized thereto by virtue of a Resolution

(hereinafter referred to as "ABLAND")

## 2. RECITALS

WHEREAS –

- 2.1 The BBRU applied for the approval of a Town Planning SCHEME to be known as ARCADIA EXTENSION 11 to be established on a portion of Portion 414 and Portion 418 of the Farm Elandspoort 357, Registration Division JR, Province of Gauteng; and
- 2.2 CVA objected against approval of the SCHEME; and
- 2.3 the PARTIES have reached agreement with regard to the withdrawal of the objection by the CVA subject to the provisions of this AGREEMENT and the MEMORANDUM OF AGREEMENT REGARDING SAFETY, SECURITY, TRAFFIC AND STORMWATER MANAGEMENT dated 07 October 2014 provided the conditions included in the referenced documents are complied with by the by ABLAND; and
- 2.4 the PARTIES wish to record the terms and conditions of their agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 3. INTERPRETATION

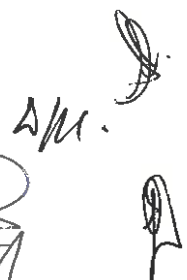
The headings in this document are used for easy reference only and will have no bearing on the interpretation of the items of this AGREEMENT. Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this AGREEMENT or any party of it.

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#### 4. DEFINITIONS

- 4.1 Unless the context indicates otherwise, the following words and phrases, when written in capital letters and used in this AGREEMENT, shall have the following meanings:
- 4.1.1 "MEDIATION AGREEMENT" means this document together with all written appendixes, annexures, exhibits or amendments attached to it from time to time;
- 4.1.2 "AUTHORIZED SIGNATORY" means, in relation to any person, an individual who is duly empowered to bind such person or persons whose authority is evidenced by a resolution of the board of directors or of a committee or entity (or any other appropriate means of authorization) of such person;
- 4.1.3 "DEVELOPMENT" means the proposed mixed use development of the PROPERTY in terms of the SCHEME.
- 4.1.4 "FORUM" means the committee as established comprising representatives of the various entities or interest groups as referred to in paragraph 6 hereafter;
- 4.1.5 "PRECINCT" means the bigger area comprising of the PROPERTY as well as the Clydesdale residential area that is defined as residential area between Kirkness Street in the east, Park Street in the north, Wessels Street to the west and Valley Road as well as Walter Jameson Road to the south and the four schools within the immediate area as referred to in paragraph 6 hereafter as well as the University of Pretoria and the road network that serves this area;
- 4.1.6 "PARTY" means a person who is a party to this AGREEMENT, and "PARTIES" shall be construed accordingly;



- 4.1.7 "PROPERTY" means Portion 414 and a portion of Portion 418 of the Farm Elandspoort 357, Registration Division J.R., Province of Gauteng, to be known as Arcadia Extension 11;
- 4.1.8 "SCHEME" means the application made by AETERNO TOWN PLANNING (PTY) LTD on behalf of the BBRU for the approval of the Town Planning Scheme with regard to a Portion of Portion 414 and Portion 418 of the Farm Elandspoort 357, Registration Division J.R., Province of Gauteng, to be known as Arcadia Extension 11, as well as the proposed DEVELOPMENT that would comprise a mixed use DEVELOPMENT.
- 4.1.9 "MEMORANDUM OF AGREEMENT REGARDING SAFETY, SECURITY, TRAFFIC AND STORMWATER MANAGEMENT" (MOARSSTS) means the agreement reached between ABLAND, the BBRU, and the CVA in respect of objections and accepted mitigations as offered by ABLAND regarding safety, security, traffic and storm water management.
- 4.2 Words importing –
- 4.2.1 the singular shall include the plural and vice versa;
- 4.2.2 persons shall, where the context admits, include firms and corporations.
- 4.3 Where figures are referred in numerals and words, then the latter shall prevail in the event of any dispute.
- 4.4 Any reference to any enactment shall be deemed to be that enactment as at date of signature hereof or as amended or re-enacted from time to time.
- 4.5 Where any number of days is prescribed in the AGREEMENT, same shall be reckoned exclusive of the first and inclusive of the last day, unless the





last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 4.6 Clause Headings - The clause headings to this AGREEMENT are for reference purposes only and do not bear upon the interpretation of the AGREEMENT. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition, effect shall be given to it as if it were a substantive provision in the body of the AGREEMENT.
- 4.7 In the event of any clause of this AGREEMENT being unenforceable for any reason whatsoever, such clause shall be deemed to be separate and severable.
- 4.8 This AGREEMENT shall be governed by and construed and interpreted in accordance with the Laws of the Republic of South Africa, provided that in the event of any conflict or inconsistency between the Laws applicable in the various provinces of the Republic of South Africa, the Law as applied in Gauteng by the North Gauteng High Court, Pretoria.
- 4.9 This AGREEMENT pertains to all items agreed and concluded as enumerated in the objection brought by the CVA to the City of Tshwane against establishment of the township with the exception of the following items which items are addressed in the "MOARSSTS" contemplated in clause 4.1.9 above namely:
- 4.9.1 Safety and Security;
- 4.9.2 Stormwater Management; and
- 4.9.3 Traffic Management.

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## 5. WITHDRAWAL OF OBJECTION

CVA hereby withdraws its objection against the approval of the SCHEME and will affix its signature to this AGREEMENT as well as the "MOARSSTS" and will also attend to the signature of the withdrawal of the objection as per the draft attached hereto as Annexure "A". The withdrawal of the objection is subject to the compliance of ABLAND with the conditions and obligations as contained in this AGREEMENT as well as the "MOARSSTS"

## 6. CLYDESDALE: URBAN DESIGN FRAMEWORK PROPOSAL

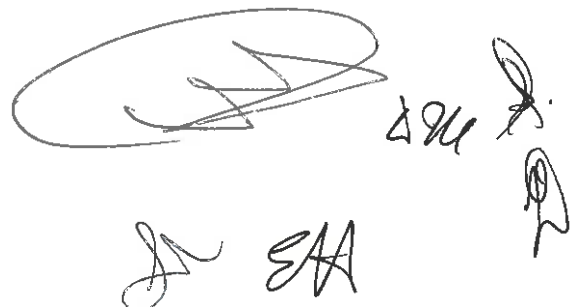
6.1 This agreement informs the Urban Design Framework (UDF) to be completed by Holm Jordaan Architects and Urban Designers, Annexure B to this agreement. This UDF will provide development direction for Clydesdale that will be used as basis for future Town Planning negotiations with the City of Tshwane and other interested parties subject to the following conditions:

6.1.1 ABLAND will be responsible for the fees of Holm Jordaan.

6.1.2 The parties will appoint an urban design framework steering committee to liaise with Holm Jordaan Architects during the entire process and to comprise of two representatives of both PARTIES.

6.1.3 The CVA will make available all pertinent material information that may assist Holm Jordaan Architects in compiling the urban design framework.

6.2 The Holm Jordan UDF is offered by ABLAND in mitigation of the CVA objections (refer to Annexure "B")

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## 7. THE INCLUSION OF RESTRICTIVE CONDITIONS IN THE TOWN PLANNING SCHEME.

7.1.1 ABLAND agrees to include as restricted conditions in Annexure T of the SCHEME the following restrictions that would be applicable with regard to the SCHEME:

7.1.1.1 No casino rights may be granted for the PROPERTY;

7.1.1.2 Residential rights may be applied for but no low cost high density schemes will be allowed. Low cost high density schemes in this instance will be interoperated as low-cost-mass-housing-schemes.

7.1.1.3 The noise levels will be restricted to noise levels as allowed in terms of the residential requirements of the relevant Bylaws namely the Noise Level Standards and Gauteng Noise Control Regulations as published under Section 25 of the Environment Conservation Act as based on the requirements of SANS 10103:2003.

7.1.1.4 The height of the buildings will be restricted with the lower buildings adjacent to the Clydesdale Village and the highest buildings on the eastern side of the DEVELOPMENT that will not exceed the height of the Loftus Versfeld Stadium save for the building contemplated in 8.1.3 below.

## 8. HERITAGE AND AESTHETIC APPEAL.

8.1.1 The heritage consultant expert as appointed by ABLAND will consult with the CVA or their representative regarding the CVA's proposals informing the heritage narrative of the Clydesdale Village for incorporation into the DEVELOPMENT.





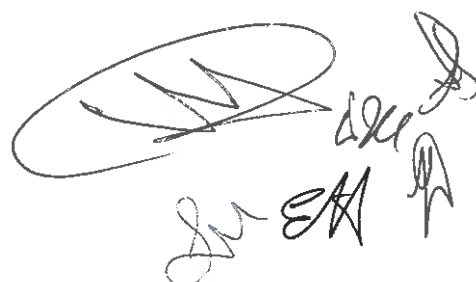

- 8.1.2 The design style and exterior finishes of the buildings of the DEVELOPMENT will be essentially as portrayed by the three dimensional presentation attached hereto as Annexure "C". ABLAND shall consult with the representative of CVA in the instance where there is any major deviation from the three dimensional presentation as attached hereto. Consensus must be reached in this regard.
- 8.1.3 Notwithstanding the provisions of clause 7.1.1.2 above, it is agreed that ABLAND may erect an up-market residential development that may fall within the scope and definition high density as per the City of Tshwane Town Planning Scheme adjacent to the PHSG property.
- 8.1.4 Notwithstanding the provisions of clause 7.1.1.4 above, it is agreed that ABLAND may erect a building adjacent to the PHSG that will exceed the height of the Loftus Versfeld Stadium with a maximum of three (3) storeys.
- 8.1.5 The SAHRA Process in terms of the Provincial Heritage Resources Authority - Gauteng (PHRA-G) is a matter separate to this agreement and the CVA reserves its rights in terms thereof.

## 9. CO-OPERATION OF CVA

The CVA will co-operate with ABLAND and their consultants to ensure the approval of the SCHEME.

## 10. AGREEMENT REMAIN BINDING

It is noted that this AGREEMENT as well as the "MOARSSTS" will remain binding on the PARTIES and their successors in title and more specifically on ABLAND and their successors in title.

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## 11. ADJUDICATION OF DISPUTES

11.1 Save as otherwise provided in the AGREEMENT, should any dispute arise between the PARTIES in regard to:

11.1.1 the interpretation of;

11.1.2 the effect of;

11.1.3 a breach of;

11.1.4 the termination of;

11.1.5 any matter arising out of the termination of

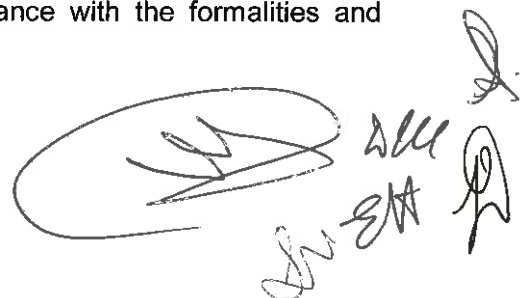
the AGREEMENT, that dispute shall first of all be solved by means of joint co-operation or discussion between the individuals directly involved with the execution of this AGREEMENT, within one week after a dispute arises or such extended time period as the PARTIES may in writing allow, than such a dispute shall be submitted to the most senior executives of the PARTIES who shall endeavour to resolve this dispute, within 5 (FIVE) calendar days after it having been referred to them, failing by which the dispute will be referred to arbitration as set out in clause 7.2 infra.

11.2 The arbitrator shall be appointed by the PARTIES, and failing agreement, shall be a practising Senior Counsel at the Pretoria Bar with a minimum of 10 (TEN) years experience as a senior and as nominated by the Arbitration Foundation of South Africa ("AFSA"). Should AFSA not be in existence at the time, the nomination shall be by the Chairman for the time being of the Pretoria Attorneys Association.

11.3 The arbitration shall be held in Pretoria.

11.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and

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procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid to the Arbitration Act, 1965, of the Republic of South Africa and any statutory modification or re-enactment thereof.

11.5 The arbitrator shall be entitled to:

11.5.1 investigate or cause to be investigated any manner, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;

11.5.2 decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purpose of the AGREEMENT, and

11.5.3 make such award, including an award for specific performance, an interdict, damages or a penalty of the costs of arbitration or otherwise, as he in his discretion may deem fit and appropriate.

11.5.4 The arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within 30 (THIRTY) days after it has been so demanded.

11.5.5 Subject to the above provisions of this clause, the law governing the AGREEMENT shall be South African law and the Court having jurisdiction to enforce any award made under this clause shall be the North Gauteng Division of the High Court of South Africa and all appeal courts therefrom.

11.6 Each PARTY will be responsible for their own legal representation during Arbitration proceedings and will the costs of the appointment of the arbitrator be shared equally between the PARTIES.

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## 12. VALIDITY

If any provision of this AGREEMENT is found or held to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the validity and enforceability of all the other provisions of this AGREEMENT will not be affected thereby.

## 13. ENTIRE AGREEMENT AND VARIATIONS

13.1 This AGREEMENT constitutes the whole agreement between the PARTIES and supersedes all prior verbal or written agreements or understanding or representations by or between the PARTIES regarding the subject matter of this AGREEMENT, and the PARTIES will not be entitled to rely, in any dispute regarding this AGREEMENT, on any terms, conditions or representations not expressly contained in this AGREEMENT.

13.2 No variation of or addition to this AGREEMENT will be of any force or effect unless reduced to writing and signed by or on behalf of the PARTIES.

13.3 Neither PARTY to this AGREEMENT has given any warranty or made any representation to the other PARTY, other than any warranty or representation which may be expressly set out in this AGREEMENT.

## 14. ASSIGNMENT, CESSION AND DELEGATION

Neither of the PARTIES shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this AGREEMENT, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

## 15. RELAXATION

No indulgence, leniency or extension of a right, which either of the PARTIES may have in terms of this AGREEMENT, and which either PARTY ("the grantor") may

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grant or show to the other PARTY, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this AGREEMENT, or be construed as a waiver by the grantor of that right.

#### 16. WAIVER

No waiver on the part of either PARTY to this AGREEMENT of any rights arising from a breach of any provision of this AGREEMENT, will be constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

#### 17. COSTS

ABLAND shall bear the legal costs in respect of the drafting and settling of the AGREEMENT.

#### 18. DOMICILIUM

18.1 All notices hereunder shall be in writing, by hand or pre-paid registered mail, addressed as follows:

18.1.1 To CVA: Liesl Ayson  
20 Aytan Street  
Clydesdale  
CC02

18.1.2 To ABLAND: Abcon House  
 Fairway Office Park  
 52 Grosvenor Road  
 BRYANSTON  
 Telefax: (011) 510-9990

18.2 Notice shall be deemed to be received against proof of delivery thereof.

**VDT**

*[Handwritten signatures and initials]*

SIGNED at Pretoria on this 10th day of October 2014

AS WITNESSES:


1. 

  
**CLYDESDALE VILLAGE ASSOCIATION**  
(Duly authorised signatory)

2. \_\_\_\_\_

SIGNED at Pretoria on this 4 day of October 2014

AS WITNESSES:

1. 

  
**ABLAND (PTY) LTD**  
(Duly authorised signatory)

2. 

