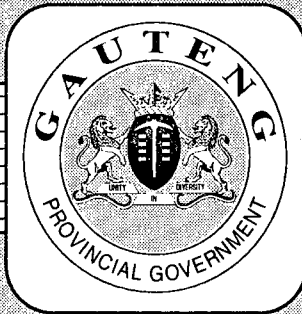


**THE PROVINCE OF
GAUTENG**



**DIE PROVINSIE
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Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

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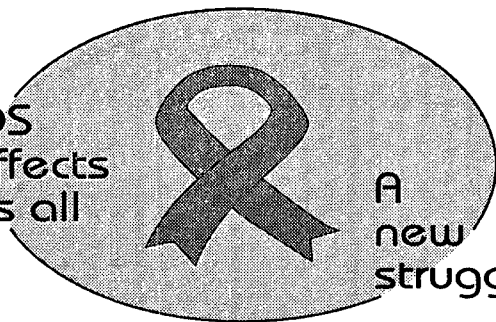
Vol. 10

PRETORIA, 24 FEBRUARY
FEBRUARIE 2004

No. 73

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LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 308

CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY DECLARATION AS APPROVED TOWNSHIP

In terms of section 103(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance No. 15 of 1986) the City of Johannesburg Metropolitan Municipality hereby declares LINBRO PARK EXTENSION 34 to be an approved township subject to the conditions set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY COMPAGNIE INTER-AFRICAINE DE TRAVAUX LTD UNDER THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE 1986 (ORDINANCE NO 15 OF 1986) FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 92 OF THE FARM MODDERFONTEIN NO. 35 - IR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

(1) **Name**

The name of the township shall be LINBRO PARK EXTENSION 34

(2) **Design**

The township shall consist of erven as indicated on General Plan S.G. No 2145/2002.

(3) **Provision and Installation of Engineering Services.**

The township owner shall provide engineering services in the township, subject to the approval of the Council and / or Eskom / City Power.

(4) **Obligations in regard to essential services and limitations in respect of the alienation of erven.**

The Township owner shall in terms of prior agreement with the Council, fulfil its obligations with regard to the provision of engineering services in and for the township in terms of Chapter 5 of the Town Planning and Townships Ordinance, 1986.

In terms of the Town Planning and Townships Ordinance, 15 of 1986, a contribution towards the provision of external engineering services, bulk sewer and endowment in lieu of parkland (if applicable) shall be payable.

No erven may be alienated or transferred in the name of a purchaser prior to the Council having confirmed that sufficient guarantees/cash contributions have been furnished in respect of the provision of services by the township owner to the Council.

(5) **Removal or replacement of Municipal Services**

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

(6) **Disposal of Existing Conditions of Title**

All erven shall be made subject to existing conditions and servitudes, including the reservation of rights to minerals as set out hereunder –

"1. Subject to Deeds of Cession Nos. 938/1937-S and 941/1937-S, whereby the following rights were ceded to African Gold and Base Metal Holdings Limited (hereinafter referred to as "The Cessionary Company").

- (i) All rights to mineral on the property hereby transferred.**
- (ii) All rights, which in terms of the Gold Laws are nor may be allotted to the freehold owner, arising from rights to minerals, claims and mynpachts.**
- (iii) The right to the use of all water on, under or connected with the said property necessary for prospecting and/or mining purposes, with the full right to develop, conserve and lead the same by any means whatsoever, the Cessionary Company shall however, not be entitled to any water from the river or spruits running through the property, actually used or required for irrigation purposes on the property, or water obtained from or collected in or conducted through any surface works constructed by the owner prior to the commencement of any prospecting or mining operations by the Cessionary Company, its Successors or Assigns.**
- (iv) In the event of the owner suffering any direct loss or damage to the surface of the property by reason of the mining operation of the Cessionary Company, or its Successors or Assigns, the Cessionary Company, its successors or assigns, shall be responsible for such loss or damage, and shall pay to the owner compensation for such loss or damage, provided that if the amount to be so paid shall not be mutually agreed upon between the Cessionary Company, its successors or assigns, and the owner, the amount of Compensation shall be fixed by two competent arbitrators, one of whom shall be chosen by the Cessionary Company, its successors or assigns, and the other by the owner, and such arbitration proceedings shall in all cases be governed by the Arbitration Ordinance (Transvaal) 1904, or any amendment thereof, or any Act passed hereafter thereof, or any Act passed hereafter in substitution therefore.**
- (v) The right to take any of the land the Cessionary Company, its successors or assigns, may from time to time require for the erection of buildings, works, machinery, and dwelling-houses for its or their employees, for the construction of dams, and the laying of tram, pipe and electric lines: for depositing sites for ore and/or tailings; and for all other purposes directly or indirectly connected with prospecting, exploiting or mining on the said land; the land so taken shall, if the Cessionary Company, its successors or assigns, at its or their expense, and upon transfer, it or they shall pay to the owner in respect of any such area a price to be mutually agreed upon provided that if any dispute shall arise as to the price to be so paid, the same shall be submitted to arbitration as set forth in the previous paragraph. It is, however, distinctly understood, that in the event of any dispute as above arising, the arbitrator or arbitrators shall take into consideration the agricultural value only of only any land which the Cessionary Company, its successors or assigns, may desire to re-take, which agricultural value shall be in no way affected by any mineral values attachable to such land.**
- (vi) The full right of way over the said property for all the purposes aforesaid to and from the place of such prospecting or mining from or**

to the nearest public road and the nearest convenient point on the railway line, either by any existing road or by any which the Cessionary Company its successors or assigns, may construct, which it or they shall have the right to do.

(vii) The Cessionary Company, its successors or assigns, shall at any time hereafter be entitled to call upon the owner, his successors in title or assigns, to take cession of all or any of the rights ceded to the Cessionary Company, its successors in title or assigns, except stamp duty, which he shall pay, and after notice to this effect given to the owner, his successors in title or assigns, any rates or taxes, which may be levied on any such rights after notice given.

2. The withinmentioned property is subject to a powerline servitude in favour of ESKOM to convey electricity together with ancillary rights over the said property, the line b k represents the Centre line of the servitude on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K 5577/2000S.
3. The withinmentioned property is subject to a servitude for general roadway purposes in favour of The City of Johannesburg Metropolitan Municipality with ancillary rights, measuring 2197 square metres in extent, represented by the figure f e D E F l m n p on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K1435/2003S.
4. The withinmentioned property is subject to a powerline servitude in favour of ESKOM to convey electricity together with ancillary rights over the said property, the lines a b and c d represent the Centre lines of the servitude on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K 5578/2000S.
5. The withinmentioned property is subject to a servitude for general roadway purposes in favour of The City of Johannesburg Metropolitan Municipality with ancillary rights, measuring 3790 square metres in extent, represented by the figure ABCefghjNPQ on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K1433/2003S.
6. The withinmentioned property is subject to a powerline servitude in favour of ESKOM to convey electricity together with ancillary rights over the said property, the lines k q and r s represent the Centre lines of the servitude on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K 5578/2000S.
7. The withinmentioned property is subject to a servitude for general roadway purposes in favour of The City of Johannesburg Metropolitan Municipality with ancillary rights, measuring 1543 square metres in extent, represented by the figure mIGHJKLMtu on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K1436/2003S.
8. By virtue of Notarial Deed K 1430/03S the withinmentioned property is tied together with Portion 84 (a Portion of Portion 6) of the Farm Modderfontein 35, Registration Division I.R., Province of Gauteng, in extent 2790 square metres, which property is held by Deed of Transfer T31353/2003 and regarded as one property for all intents and purposes and that neither of the properties shall be sold or transferred otherwise than to the same transferee without the written

consent of the City of Johannesburg Metropolitan Municipality first being obtained, as will more fully appear from the said Notarial Deed.”.

2. CONDITIONS OF TITLE

The erven mentioned hereunder shall be subject to the conditions, as indicated, imposed by the Council in terms of the provisions of the Town-Planning and Townships Ordinance, 1986.

(1) All Erven

- (a) The erven are subject to a servitude, 2 metres wide, in favour of the Council for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2 metres wide across the access portion of the erf, if and when required by the Council: Provided that the Council may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 m thereof.
- (c) The Council shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the Council.

**Executive Director: Development Planning,
Transportation and Environment**

LOCAL AUTHORITY NOTICE 309 CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY AMENDMENT SCHEME 02-1078

The Council hereby in terms of the provisions of Section 125 of the Town-Planning and Townships Ordinance, 1986, declares that it has approved the amendment scheme, being an amendment of the Sandton Town- Planning Scheme 1980, comprising the same land, as included in the Township of LINBRO PARK EXTENSION 34.

Map 3, Annexure and scheme clauses of the amendment scheme are filed with the Executive Director: Development Planning, Transportation and Environment, 8th Floor, Metropolitan Centre, 158 Loveday Street, Braamfontein and are open for inspection at all reasonable times.

The amendment scheme is known as Sandton Amendment Scheme 02-1078.

**Executive Director: Development Planning,
Transportation and Environment**

**PLAASLIKE BESTUURSKENNISGEWING 308
STAD VAN JOHANNESBURG METROPOLITAANSE MUNISIPALITEIT
VERKLARING TOT GOEDGEKEURDE DORP**

Ingevolge artikel 103(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie No 15 van 1986) verklaar die Stad van Johannesburg Metropolitaanse Munisipaliteit hierby die dorp LINBRO PARK UITBREIDING 34 tot 'n goedgekeurde dorp onderworpe aan die voorwaardes uiteengesit in die bygaande Bylae.

BYLAE

VOOWAARDES WAAROP DIE AANSOEK GEDOEN DEUR COMPAGNE INTER-AFRICAINE DE TRAVAUX INGEVOLGE DIE BEPALINGS VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986 (ORDONNANSIE NO 15 VAN 1986) OM TOESTEMMING OM 'N DORP TE STIG OP GEDEELTE 92 VAN DIE PLAAS MODDERFONTEIN NO 35 IR, PROVINSIE GAUTENG, TOEGESTAAN IS

1. STIGTINGSVOORWAARDES

(1) Naam

Die naam van die dorp is **LINBRO PARK UITBREIDING 34**.

(2) Ontwerp

Die dorp bestaan uit erwe soos aangedui op Algemene Plan L.G. No. 2145/2002.

(3) Voorsiening en Installasie van Ingenieursdienste

Die dorpseienaar moet alle ingenieursdienste in die dorp voorsien, onderworpe aan die goedkeuring van die Raad en / of Eskom / "City Power".

(4) Verpligtinge ten opsigte van dienste en beperkings ten opsigte van die vervreemding van erwe

Die dorpseienaar moet ingevolge 'n vooraf ooreenkoms met die Raad sy verpligtinge ten opsigte van die voorsiening ingenieursdienste in en vir die dorpsgebied ingevolge Hoofstuk 5 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 nakom.

Ingevolge die Ordonnansie op Dorpsbeplanning en Dorpe, 15 van 1986, is 'n bydrae tot die voorsiening van eksterne ingenieursdienste, grootmaatriool en parkebegiffiging (indien van toepassing) betaalbaar.

Geen erwe mag vervreem of oorgedra word in die naam van 'n koper nie alvorens die Raad bevestig het dat voldoende waarborge / kontantbydraes ten opsigte van die verskaffing van dienste deur die dorpseienaar aan die Raad voorsien is.

(5) Verskuiwing of vervanging van Munisipale Dienste

Indien dit as gevolg van die stigting van die dorp nodig word om enige bestaande munisipale dienste te verskuif of te vervang moet die koste daarvan deur die dorpseienaar gedra word.

(6) Beskikking oor bestaande Titelloosvoorwaardes

Alle erwe moet onderhewig wees aan bestaande titelloosvoorwaardes en servitute, indien enige, met inbegrip van die regte op minerale, soos hieronder uiteengesit-

"1. Subject to Deeds of Cession Nos. 938/1937-S and 941/1937-S, whereby the following rights were ceded to African Gold and Base Metal Holdings Limited (hereinafter referred to as "The Cessionary Company").

- (i) All rights to mineral on the property hereby transferred.
- (ii) All rights, which in terms of the Gold Laws are nor may be allotted to the freehold owner, arising from rights to minerals, claims and mynpachts.
- (iii) The right to the use of all water on, under or connected with the said property necessary for prospecting and/or mining purposes, with the full right to develop, conserve and lead the same by any means whatsoever, the Cessionary Company shall however, not be entitled to any water from the river or spruits running through the property, actually used or required for irrigation purposes on the property, or water obtained from or collected in or conducted through any surface works constructed by the owner prior to the commencement of any prospecting or mining operations by the Cessionary Company, its Successors or Assigns.
- (iv) In the event of the owner suffering any direct loss or damage to the surface of the property by reason of the mining operation of the Cessionary Company, or its Successors or Assigns, the Cessionary Company, its successors or assigns, shall be responsible for such loss or damage, and shall pay to the owner compensation for such loss or damage, provided that if the amount to be so paid shall not be mutually agreed upon between the Cessionary Company, its successors or assigns, and the owner, the amount of Compensation shall be fixed by two competent arbitrators, one of whom shall be chosen by the Cessionary Company, its successors or assigns, and the other by the owner, and such arbitration proceedings shall in all cases be governed by the Arbitration Ordinance (Transvaal) 1904, or any amendment thereof, or any Act passed hereafter thereof, or any Act passed hereafter in substitution therefore.
- (v) The right to take any of the land the Cessionary Company, its successors or assigns, may from time to time require for the erection of buildings, works, machinery, and dwelling-houses for its or their employees, for the construction of dams, and the laying of tram, pipe and electric lines: for depositing sites for ore and/or tailings; and for all other purposes directly or indirectly connected with prospecting, exploiting or mining on the said land; the land so taken shall, if the Cessionary Company, its successors or assigns, at its or their expense, and upon transfer, it or they shall pay to the owner in respect of any such area a price to be mutually agreed upon provided that if any dispute shall arise as to the price to be so paid, the same shall be submitted to arbitration as set forth in the previous paragraph. It is, however, distinctly understood, that in the event of any dispute as above arising, the arbitrator or arbitrators shall take into consideration the agricultural value only of only any land which the Cessionary Company, its successors or assigns, may desire to re-take, which agricultural value shall be in no way affected by any mineral values attachable to such land.
- (vi) The full right of way over the said property for all the purposes aforesaid to and from the place of such prospecting or mining from or to the nearest public road and the nearest convenient point on the railway line, either by any existing road or by any which the

Cessionary Company its successors or assigns, may construct, which it or they shall have the right to do.

- (vii) The Cessionary Company, its successors or assigns, shall at any time hereafter be entitled to call upon the owner, his successors in title or assigns, to take cession of all or any of the rights ceded to the Cessionary Company, its successors in title or assigns, except stamp duty, which he shall pay, and after notice to this effect given to the owner, his successors in title or assigns, any rates or taxes, which may be levied on any such rights after notice given.
2. The withinmentioned property is subject to a powerline servitude in favour of ESKOM to convey electricity together with ancillary rights over the said property, the line b k represents the Centre line of the servitude on Diagram S.G. No. 2144/2002, as will more fully appear from Notarial Deed of Servitude K 5577/2000S.
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2. TITELVOORWAARDES

Die erwe hieronder genoem moet onderworpe wees aan die voorwaardes soos aangedui, opgelê deur die Raad ingevolge die bepalings van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986.

(1) Alle Erwe

- (a) Die erwe is onderworpe aan 'n serwituut, 2 meter breed vir riolerings- en ander munisipale doeleindes, ten gunste van die Stadsraad langs enige twee grense, uitgesonderd 'n straatgrens en, in die geval van 'n pypsteelerf, 'n addisionele serwituut vir munisipale doeleindes, 2 meter breed, oor die toegangsgedeelte van die erf, indien en wanneer verlang deur die Stadsraad; Met dien verstande dat die Stadsraad van enige sodanige serwituut mag afsien.
- (b) Geen gebou of ander struktuur mag binne die voornoemde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 'n afstand van 2 (twee) meter daarvan geplant word nie.
- (c) Die Stadsraad is geregtig om enige materiaal wat deur hom uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleidings en ander werke wat hy volgens goeë dunske noodsaaklik ag, tydelik te plaas op die grond wat aan die voornoemde serwituut grens en is voorts geregtig tot redelike toegang tot genoemde grond vir die voornoemde doel, onderworpe daaraan dat die Stadsraad enige skade vergoed wat gedurende die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleidings en ander werke veroorsaak word.

**Uitvoerende Direkteur: Ontwikkelingsbeplanning,
Vervoer en Omgewing**

**PLAASLIKE BESTUURSKENNISGEWING 309
STAD VAN JOHANNESBURG METROPOLITAANSE MUNISIPALITEIT
WYSIGINGSKEMA 02-1078**

Die Stadsraad verklaar hierby ingevolge die bepalings van artikel 125 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, dat dit 'n wysigingskema synde 'n wysiging van Sandton Dorpsbeplanningskema, 1980, wat uit dieselfde grond as die dorp LINBRO PARK UITBREIDING 34 bestaan, goedgekeur het.

Kaart 3, Bylae en die skemaklousules van die wysigingskema word in bewaring gehou deur die Uitvoerende Direkteur: Ontwikkelingsbeplanning, Vervoer en Omgewing, 8ste Vloer, Metropolitaanse Sentrum, Lovedaystraat 158, Braamfontein en is beskikbaar vir inspeksie te alle redelike tye.

Hierdie wysiging staan bekend as Sandton Wysigingskema 02-1078.

**Uitvoerende Direkteur: Ontwikkelingsbeplanning,
Vervoer en Omgewing**

IMPORTANT NOTICE

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 Mrs H. Wolmarans Tel.: (012) 334-4591

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E-mail address: awvanzyl@print.pwv.gov.za

Contact persons for subscribers:

Mrs S. M. Milanzi Tel.: (012) 334-4734
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This phase-in period is to commence from **November 2001** (suggest date of advert) and notice comes into operation as from **2 January 2002**.

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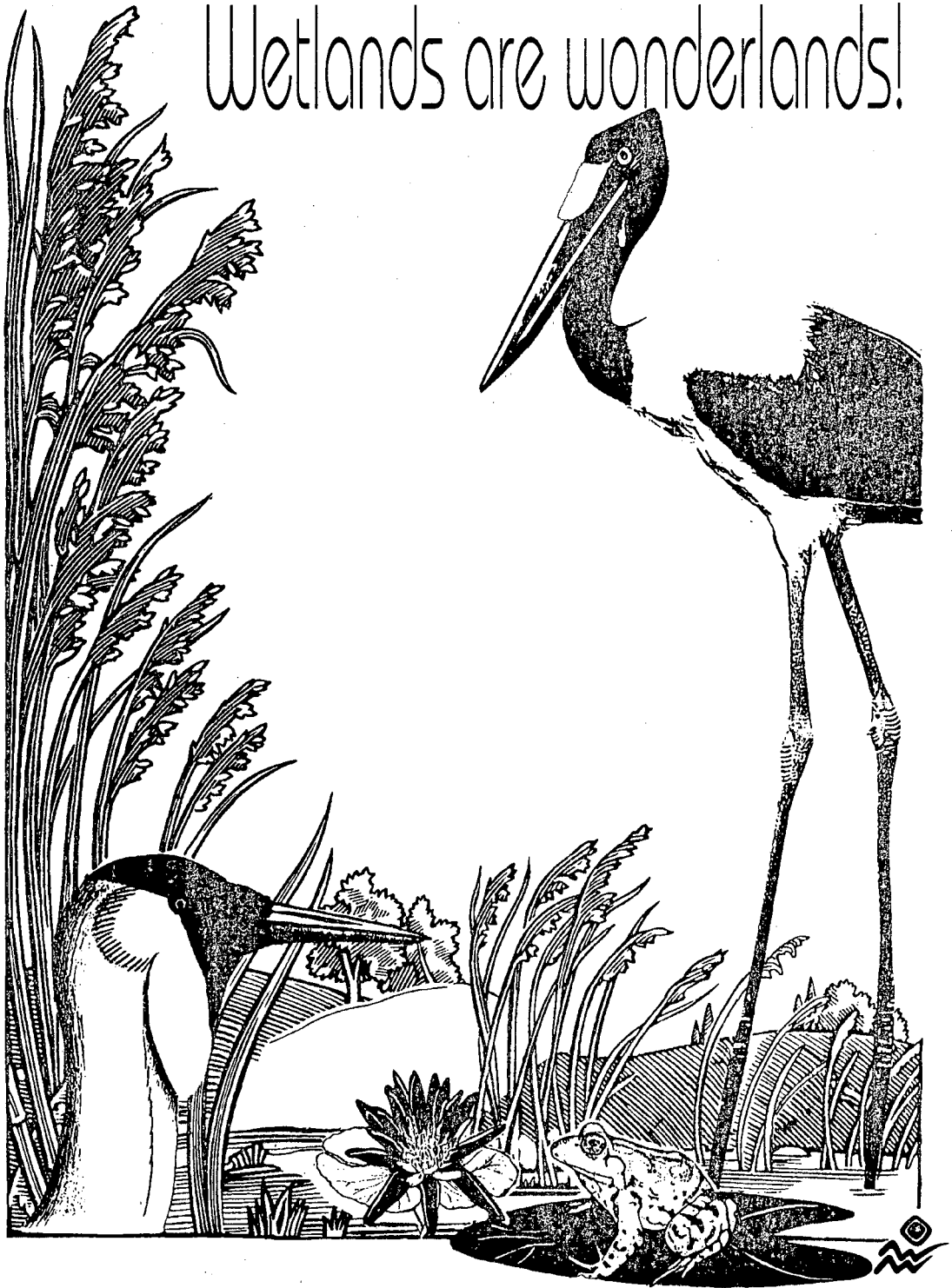
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