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LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 3394

EKURHULENI METROPOLITAN MUNICIPALITY
PARKRAND EXTENSION 18 TOWNSHIP

DECLARATION AS APPROVED TOWNSHIP

In terms of the provisions of Section 103(1) of the Town-planning and Townships Ordinance, 1986, the Ekurhuleni Metropolitan Municipality hereby declares Parkrand Extension 18 township situated on Portion 146 (A Portion of Portion 130) of the farm Leeuwoort 113 I.R. to be an approved township subject to the conditions set out in the schedule hereto:

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY HOTON CONSTRUCTION AND DEVELOPMENTS (PTY) LTD IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 146 (A PORTION OF PORTION 130) OF THE FARM LEEUWPOORT 113 I.R. HAS BEEN APPROVED.

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be **Parkrand Extension 18**.

1.2 DESIGN

The township shall consist of erven and streets as indicated on **General Plan SG No 13193/2007**.

1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of rights to minerals, but excluding –

1.3.1 The following servitudes which do not affect the township area :

1.3.1.1 A servitude in favour of ESKOM by virtue of Notarial Deed K2077/1980S, substituted by Notarial Deed K1665/1985S – route description, as contained in Paragraph 3 in Deed of Transfer No T173859/2004, which reads as follows: "3. The former remaining extent of the Farm Leeuwoort 113, measuring 2133,4632 hectares, of which the property transferred forms a portion, is by virtue of Notarial Deed K2077/80S subject to a servitude in perpetuity to convey electricity across the said property by means of one transmission line consisting of wires or cables and/or other appliances underground or overhead in favour of ESKOM together with ancillary rights." ; and Paragraph 4 in Deed of Transfer No T173859/2004, which reads as follows : "4. The former remaining extent of the said Farm Leeuwoort 113, in extent 1942,7660 hectares (of which the property hereby transferred forms a part) is by virtue of Notarial Deed K1665/85S subject to a servitude in favour of ESKOM, its successors and assigns of licensees the right in perpetuity to convey electricity across the said property by means of underground cables or other appliances laid under the surface of the ground, together with ancillary rights, as defined by the line AB on the diagram S.G. No. A7493/82 as will more fully appear from reference to the said Notarial Deed."

1.3.1.2 A servitude in favour of ESKOM by virtue of Notarial Deed K4455/1987S, as contained in Paragraph 5 in Deed of Transfer No T173859/2004, which reads as follows: "5. The former remaining extent of the said Farm Leeuwoort 113, measuring 1931,2940 hectares (a portion whereof is hereby transferred) is by virtue of Notarial Deed K4455/87S subject to a servitude to convey electricity in favour of ESKOM, together with ancillary rights and subject to conditions as will more fully appear with reference to the said Notarial Deed.", depicted on Diagram S.G. No. A3532/1998.

- 1.3.1.3 A servitude in favour of ESKOM by virtue of Notarial Deed of Servitude K8534/2003S, as contained in Paragraph 7 in Deed of Transfer No T173859/2004, which reads as follows: "7. By virtue of Notarial Deed of Servitude K8534/2003S dated 25/06/2003 the within mentioned property is subject to a perpetual Electrical Powerline Servitude in favour of ESKOM. The said servitude is depicted by figure ABCDEFGA on Diagram S.G. No. 3280/2003 thereto annexed. As will more fully appear from the said Notarial Deed";
- 1.3.1.4 A servitude in favour of SASOL GAS LIMITED, registered in terms of Notarial Deed of Servitude No. K4106/2006S depicted by the figure ABCDEFGHJKLMNA on Diagram S.G.No. 8105/2005, as contained per endorsement on page 6 in Deed of Transfer No T173859/2004, which reads as follows:
- "BY VIRTUE OF NOTARIAL DEED OF SERVITUDE No. K4106/06S, THE WITHIN MENTIONED PROPERTY IS SUBJECT TO A PIPELINE SERVITUDE IN PERPETUITY IN FAVOUR OF SASOL GAS LIMITED (1964/006005/06) AS INDICATED BY THE FIGURE abcNPQRSTUde1Aa ON DIAGRAM S.G. No. 8104/2005 AS WILL MORE FULL APPEAR FROM THE SAID NOTARIAL DEED OF SERVITUDE."
- 1.3.1.5 A servitude in favour of ESKOM HOLDINGS LIMITED, registered in terms of Notarial Deed of Servitude No. K7107/2007S depicted on Diagram S.G. No. 6302/2006, as contained per endorsement in Deed of Transfer No T173859/2004.
- 1.3.2 The following servitude which affects Erven 1664, 1667 and 1668 in the township only:
- 1.3.2.1 A servitude in favour of the Transitional Local Council of Boksburg by virtue of Notarial Deed of Servitude K1752/2000S, as contained in Paragraph 6 in Deed of Transfer No T173859/2004, which reads as follows: "6. By virtue of Notarial Deed of Servitude K1752/2000S the within mentioned property is subject to servitudes for sewerage purposes in favour of the Transitional Local Council of Boksburg.", depicted on Diagram S.G. No. 11331/1999.
- 1.3.3 The following servitude which affects Erf 1667 in the township only:
- 1.3.3.1 A servitude for sewer pipeline purposes, 3m wide, in favour of the local authority by virtue of Notarial Deed of Servitude No. K5270/2008S, as depicted on Servitude Diagram S.G. No. 13191/2007.
- 1.4 ACCESS
- No ingress from or egress to Roads PWV15 AND K116 shall be allowed.
- 1.5 ACCEPTANCE AND DISPOSAL OF STORMWATER
- The township owner shall arrange for the drainage of the township to fit in with that of Roads PWV 15 and K116 and for all stormwater running off or being diverted from the said roads to be received and disposed of.
- 1.6 ERECTION OF FENCE OR OTHER PHYSICAL BARRIER NEXT TO PROVINCIAL ROADS
- The township owner shall at its own expense, erect a fence or other physical barrier to the satisfaction of the Director: Department of Public Transport, Roads and Works, as and when required by him to do so and the township owner shall maintain such fence or physical barrier in good order and repair until such time as this responsibility is taken over by the local authority.
- 1.7 The township owner shall bear the cost of any acoustic barriers.
- 1.8 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES
- If, by reason of the establishment of the township, it becomes necessary to remove or replace any existing municipal services, the cost thereof shall be borne by the township owner.

1.9 OBLIGATIONS WITH REGARD TO ESSENTIAL ENGINEERING SERVICES

- 1.9.1 The township owner shall within such period as the local authority may determine, fulfill its obligations in respect of the provision of water, electricity and sanitary services and the installation of systems therefore, as well as the construction of the roads and stormwater drainage system as previously agreed upon between the township owner and the local authority.
- 1.9.2 Once water, sewer and electrical networks have been installed, the same will be transferred to the local authority, free of cost, which shall maintain these networks (except internal streetlights) subject to 1.9.1 above.
- 1.9.3 The Section 21 Company will be responsible for the maintenance of the internal roads (including stormwater) and the internal street lights (including electrical power usage).
- 1.9.4 The owner / developer is liable for the erection and maintenance of street name signs on the private road.

1.10 HOME OWNER'S ASSOCIATION AND REGISTRATION OF RESTRICTION TO EXERCISE CERTAIN RIGHTS OF OWNERSHIP IN IMMOVABLE PROPERTY

- 1.10.1 Every owner of the erf, or of any subdivided portion thereof, or any person who has an interest therein shall become and shall remain a member of the Home Owner's Association and be subject to its constitution until he/she ceases to be an owner of the aforesaid.
- 1.10.2 The erf may not be transferred without the prior written consent of the Section 21 Company, or the universitas personarum (Home Owner's Association).
- 1.10.3 The term "Home Owner's Association" in the aforesaid conditions shall mean an association incorporated in terms of Section 21 of the Companies Act, 1973 (Act 61 of 1973) as amended or a universitas personarum.

2. CONDITIONS OF TITLE

2.1 ALL ERVEN

- 2.1.1 As this erf forms part of land which is or may be undermined and liable to subsidence, settlement, shock and cracking due to mining operations past, present or future, the owner thereof accepts all liability for any damage thereto and to any structure thereon which may result from such subsidence, settlement, shock or cracking.
- 2.1.2 As this erf forms part of land which may be subject to dust pollution and noise due to mining activities past, present or future in the vicinity thereof, the owner thereof accepts all liability for any inconvenience which may be experienced as a result of such mining activities.
- 2.1.3 This erf forms part of land which is, or may be, undermined by or on behalf of the holder of the mining rights to a depth which will not be less than 90(ninety) meters below surface and which will, furthermore, be carried on in accordance with such directives and/or conditions which may be laid down in terms of any law regulating mining from time to time.
- 2.1.4 As this erf is in close proximity to a gas pipeline, SASOL GAS LIMITED shall be indemnified against any loss or damage that SASOL GAS LIMITED, its employees, servants, agents or successors in title may suffer and/or against any claims which may be brought against SASOL GAS LIMITED, its employees, servants, agents or successors in title as a result of the construction or maintenance of the services in the vicinity of SASOL GAS LIMITED's gas pipeline, provided that the township owner shall not be liable for any damage, injury, death, loss or claim arising from any act or omission, whether willful or negligent, of SASOL GAS LIMITED, its employees, servants, agents or successors in title.

2.2 ALL ERVEN [EXCEPT ERF 1668 (PRIVATE ROAD)]

- 2.2.1 The erf is subject to a servitude, 2m wide, in favour of the local authority, 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 2m wide across the access portion of the erf when required by the local authority: Provided that the local authority may dispense with any such servitude.
- 2.2.2. 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 2m thereof.
- 2.2.3 The local authority 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 local authority.

2.3 ERF 1663

The erf is subject to an electricity substation servitude in favour of the local authority as depicted on the general plan.

2.4 ERF 1668 (PRIVATE ROAD)

- 2.4.1 The erf is subject to a right-of-way servitude in favour of all erven taking access from it.
- 2.4.2 The entire erf is subject to a servitude of right-of-way and for sewerage, water, electricity and other municipal services in favour of the local authority.
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LOCAL AUTHORITY NOTICE 3395**NOTICE OF APPROVAL
EKURHULENI METROPOLITAN MUNICIPALITY
BOKSBURG AMENDMENT SCHEME 1538**

The Ekurhuleni Metropolitan Municipality hereby in terms of the provisions of Section 125(1) of the Town-planning and Township Ordinance, 1986, declares that it has adopted an amendment scheme being an amendment to the Boksburg Town Planning Scheme, 1991 relating to the land included in Parkrand Extension 18 township. A copy of the said town-planning scheme as adopted is open for inspection at all reasonable times at the office of the Area Manager : City Development, Civic Centre, Boksburg. The said amendment scheme is known as Boksburg Amendment Scheme 1538.

PATRICK FLUSK : CITY MANAGER
CIVIC CENTRE :
BOKSBURG
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