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LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 1954

EMFULENI LOCAL MUNICIPALITY DECLARATION AS APPROVED TOWNSHIP

In terms of Section 103(1) of the Town-planning and Townships Ordinance, 1986 (No. 15 of 1986) the Emfuleni Local Municipality declares Powerville Park Extension 2 to be an approved township subject to the conditions as set out in the Schedule hereto.

SCHEDULE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY PROPERTY HUNT COMMERCIAL DEVELOPMENTS (PROPRIETARY) LIMITED HEREAFTER REFERRED TO AS THE APPLICANT/TOWNSHIP OWNER UNDER THE PROVISIONS OF CHAPTER 111 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 247 (A PORTION OF PORTION 183) OF THE FARM LEEUWKUIL 596 I.Q. HAS BEEN GRANTED.

1. CONDITIONS OF ESTABLISHMENT

Name

The name of the township shall be POWERVILLE PARK EXTENSION 2.

Design

The township shall consist of erven as indicated on the approved General Plan SG no. 4228/2002

Property for Municipal Purposes

Erf 423 is provided for municipal purposes and shall be transferred to the local authority by the applicant at the applicant's cost.

Disposal of existing conditions of title

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

"B. THE VEREENIGING ESTATES LIMITED, or its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL No 596, Registration Division I.Q., measuring 4545,1981 Hectares of which the property hereby transferred forms a portion) is entitled to the following special conditions over portion marked "M" of the said farm Leeuwkuil No. 596, Registration Division I.Q., Province Gauteng, measuring 1,2140 hectares, as transferred by virtue of Deed of Transfer No. 1603/1936 dated the 20th July 1936, namely –

"The riparian water rights of the aforesaid farm shall be enjoyed only by the owner and its successors in title of the Remaining Extent of the said farm, measuring 4546,1918 hectares, as held under the aforesaid Deed of Transfer No. 8111/1897."

C. The said VEREENIGING ESTATES LIMITED, or its successors in Title or assigns, as owner of the Remaining Extent of the said farm Leeuwkuil No. 596, Registration Division I.Q., measuring 4422,7636 hectares, of which the property hereby transferred forms a portion, is entitled to the following conditions over –

a. Certain Portion marked "N" (BETTY SHAFT LAND SALES DEPOT) of the said farm Leeuwkuil No. 596, Registration Division I.Q., Province Gauteng, measuring 1,1129 hectares; and

b. Certain Portion marked "O" (BETTY SHAFT AREA) of the said farm Leeuwkuil No. 596, Registration Division I.Q., Province Gauteng, measuring 91,0542;

BOTH PROPERTIES as transferred under Deed of Transfer T22863/1936 dated the 14th December, 1936, namely –

"Subject further to the reservation of all trading rights on the property hereby transferred in favour of the said VEREENIGING ESTATES LIMITED as owners of the Remaining Extent of the said farm LEEUWKUIL".

D. THE said VEREENIGING ESTATES LIMITED or its Successors in title or assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm LEEUWKUIL No. 596, Registration Division I.Q., Province Gauteng, measuring 4394,0809 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following terms and conditions over Certain Portion marked "R" of the farm LEEUWKUIL No. 596, Registration Division I.Q., Province Gauteng, measuring 1,5630 hectares, as transferred by Deed of Transfer No. T23227/1937 dated the 13th December 1937, namely:-

- (a) THAT the property and the buildings erected on or to be erected thereon shall be used exclusively for INDUSTRIAL or FACTORY purposes and purposes incidental thereto and for no other purpose whatsoever and no trading of any description shall be conducted thereon without the written consent of the Transferor nor shall the Transferees have any right to erect dwellings thereon. The Transferees shall submit to the Transferor the nature of the Factory or Industry which is to be carried out on the property for the approval of the Transferor, who shall have absolute discretion in its decision. The plans and specifications of all buildings and all additions or alterations to buildings erected or to be erected on the property shall be submitted to and approved by the Transferor before the commencement of building operations.
- (b) THAT no taking out or quarrying of stone or clay shall be permitted on the property without the written consent of the Transferor.
- (c) THAT the Transferor reserves the right to place telegraph poles, wires and cables and also wires and cables for the transmission of electric current for power and lighting purposes on any portion of the said property and the right to free access to such wires and cables to alter or repair same subject to payment of compensation for any damage or injury thereby caused to buildings.
- (d) THAT the Transferor reserves the right to lay or place and to renew and repair iron or other pipes on or under any portion of the property for the purpose of conveying water or gas, provided, however, that such pipes may not pass under any building.
- (e) THE property shall not be subdivided except in exceptional circumstances and then only with the consent in writing of the Transferor.
- (f) THE owner or any occupier of the property shall not be entitled to carry on any dairy establishment on the said property or to keep any cows thereon, nor shall the property be used for keeping any livestock thereon other than is required for the purposes of the authorised undertaking carried on or to be carried on, on the property, nor shall the property be used as a livestock market.
- (g) THE words "TRANSFEROR" and "TRANSFEE" shall include their successors in title or assigns.

The abovementioned conditions shall constitute a servitude in favour of THE VEREENIGING ESTATES LIMITED, as owner of the Remaining Extent of the said farm LEEUWKUIL.

E. THE said VEREENIGING ESTATES LIMITED, or its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., measuring 4392,8668 hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following conditions over –

CERTAIN portion marked "S" of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 1,2140 Hectares, as transferred under Deed of Transfer T23228/1937, dated the 13th day of December 1937; namely –

- (a) The Transferee shall cause the said Portion to be suitably enclosed by a substantial wire fence or wall with suitable gates and shall keep such fence or walls and gates in good order and condition.
- (b) THE land hereunder held shall be used exclusively for the purpose of a cemetery for the Emfuleni Local Municipality, and any other purpose incidental or connected with such use.

THE abovementioned conditions shall constitute a servitude in favour of the VEREENIGING ESTATES LIMITED, as owner of the Remaining Extent of the said farm LEEUWKUIL.

- F. THE said VEREENIGING ESTATES LIMITED, or its successors in title and assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 4112,7406 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following special conditions and reservations, over –

CERTAIN Portion marked 27 of the said farm LEEUWKUIL No. 596, Registration Division I.Q., Province Gauteng, measuring 256,9596 Hectares, as transferred under Deed of Transfer No. 392/1941, dated the 14th January, 1941, namely –

- a insofar as the property hereby transferred is a portion of the Remaining Extent of the said farm, measuring 4369,7002 hectares, the riparian rights are reserved to the Transferor as owner of the Remaining Extent of the said farm measuring 4112,7406 hectares, or their successors in title thereto.
- b That the Transferor reserved to itself the right to require the Transferee, its successors in title or assigns, to grant registered way leaves to VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED and the ELECTRICITY SUPPLY COMMISSION, for the transmission of electricity by means of overhead and/or underground wires and cables over or through the property held hereunder.
- c. THE transferee shall be bound to erect and maintain in good order, a sound quality barbed wire fence or not less than five (5) strands with iron standards 18,89 metres apart, and three (3) droppers between the said standards, along all boundaries of the land hereby transferred with suitable iron gates. Such gates may only be erected at points agreed to by the transferor, such agreement, however, not to be unreasonably withheld. The materials used for this type of fence and the method or erection to be approved by the Transferor.
- d. THE rights reserved to the Transferor hereby shall devolve upon and be for the benefit of their successors in Title and assigns, as owners of the Remaining Extent of the farm, held by them under Deed of Transfer T8111/1897, aforesaid.

- G. THE said VEREENIGING ESTATES LIMITED its successors in title or assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 3175,7727 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following special conditions and reservations over –

CERTAIN Portion 29 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 258,0990 Hectares, as transferred under Deed of Transfer T12676/1942, dated 8th July 1942, namely –

- A. ENTITLED TO the following special conditions and reservations, in terms of Notarial Agreement No. 130/1947S, registered on the 28th February, 1947, namely –
- (a) THE transferee may sell or lease such portion or any part thereof to the Government of the Republic, or any department thereof, and including in that regard the SOUTH AFRICAN RAILWAYS AND HARBOURS ADMINISTRATION (all hereinafter referred to as "the Republic Government") and to receive and retain the proceeds realised therefrom for its own account and benefit. Any sale or

lease; of the said portion, or any part thereof by the transferee to the Republic Government as aforesaid shall be subject to the condition that no industries or trade shall be conducted thereon and that no part thereof shall be laid out as a township or in agricultural holdings, save as above provided and save as in the next sub-section provided, the Transferee shall not be entitled to alienate the said portion or any part thereof and unless and until sold or leased to the Republic Government shall be held and employed by the Transferee for the use and benefit of the inhabitants or community of the Town of VEREENIGING to the extent and for the purpose as the Transferee may from time to time decide upon, inclusive of the right to establish on such portion or on any part thereof locations for black and/or coloured persons and/or Asiatic Bazaars and insofar as the latter are concerned, may exercise such rights, power and authorities as are contained in section 10 of Ordinance No. 17 of 1905, and section 2 of Act No. 30 of 1936, subject to the proviso in section contained.

- (b) THE restrictive conditions in the previous sub-section referred to shall further prove that notwithstanding anything to the contrary hereinafter contained, the Transferee shall have in perpetuity, the sole and exclusive option at any time and from time to time to cause to be established a Township or Townships exclusively for industrial purposes on the whole or any portion of portions of the property "Industrial Purposes" shall mean the use for the purposes of warehouses or stores for the trade or other businesses or commercial activities and/or for any factory, smokeless industrial undertaking or industrial purpose (excluding only the activities mentioned in section 95 (1) of the Local Government Ordinance 1939), and for purposes incidental to any or all of the aforementioned purposes, but no retail trade shall be conducted in any such Township or Townships without the prior consent in writing of the Transferor. The Transferor shall not unreasonably withhold its consent to the establishment and carrying on of such limited number of retail businesses as may be necessary to provide essential amenities for such Township or Townships.
- The words "purposes incidental to any or all of the aforementioned purposes" shall be deemed to include –
- i) The erection and use for residential purposes of buildings for caretakers or for watchman employed by the owner or occupier or any Erf for the supervision or guarding of any such works, warehouses or factories.
 - ii) The right to establish and conduct staff canteens on a non-profit basis.
3. The transferor shall, when so required by the Transferee, consent to and/or support every application of the Transferee for the establishment of the Township or Townships in the preceding sub-section (2) referred to, and shall upon the grant of such application by the Administration or other competent authority, procure the release of the area or areas over which such Township or Townships may or will extend for the operations of the said restrictive conditions of the said sub-section(1) of this Clause. If the consent to such undertaking to grant consent to such cancellation or release by required preliminary to or conditional or incidental to any application for the establishment of such Township or Townships, the transferor shall grant such consent or undertaking.
4. (i) Upon the exercise of the Option referred to in clause 2 hereof and the establishment of any such Township or Townships, the transferee shall become liable to pay to the Transferor free of interest and in the manner hereinafter provided a sum of money calculated on the basis of FOUR HUNDRED AND NINETY FOUR RAND TWENTY ONE CENTS (R494,21) per hectare of the total area laid out in Erven in such Townships, excluding streets open spaces, Erven intended for Government and Municipal purposes and any part or portion of such Township or Townships which is not intended for sale and not subsequently sold. Transfer Duty and surcharge on Transfer Duty, if and when payable on the consideration payable to the Transferor in terms hereof shall be paid by the Transferee.
- (ii) The payment of the consideration to accrue to the Transferor under the provisions of the preceding sub-section (4)(i) hereof, shall be dependent upon the sale by the Transferee of the Erven in the Township concerned, and the

Transferor shall not be entitled to the payment of such consideration or part thereof other wise that on the sale of the Erven and as in this sub-clause (4)(ii) provided, regardless of the time or times when and regardless as to whether or not the Erven in the Township concerned be sold. In respect of each Erf sold by the transferee in any such Township the Transferee shall pay to the Transferor towards and in reduction of the consideration accruing to the Transferor under sub-section (4)(i) of this clause an amount calculated at the rat of FOUR HUNDERD AND NINETY FOUR RAND TWENTY ONE CENTS (R494,21) per hectare over the are of the Erf sold, provided however that the full amount due to the transferor in respect of the sale of each such Erf shall be paid within five (5) years from the date of the sale of each such Erven.

5. UPON any payment being received by the Transferee in payment or on account of the price of any Erf sold by it during the period of five (5) years aforesaid, it shall become liable to pay to the Transferor on account such proportion of the payment received as the sum payable to the Transferor in respect of the Erf sold bears to the sale price of such Erf.
6. Quarterly audited statement of receipts on account of the re-sale prices of Erven sold shall be rendered by the Transferee to the Transferor and shall be accompanied by a remittance for the amount shown to be due to the Transferor. The Transferor or any official duly authorised thereto by it shall behave the rights to all reasonable time to inspect and audit the Transferee's books relative to the sale of Erven in any such Townships. If so required by the Transferor, the Transferee shall provide all such duplicate receipts, books and papers as may be necessary for such inspection and audit.
7.
 - (a) All costs and charges in connection with or incidental to the cancellation of the restrictive conditions referred to in subsection 1 and 2 hereof and/or the release of such area from the operations of such restrictive conditions, including Transfer Duty and surcharge on Transfer Duty, shall be paid by the Transferee.
 - (b) In so far as the property hereby transferred is a portion of the Remaining Extent of the said farm measuring 3433,8717 Hectares, the riparian rights are reserved to the owner or Successor in title of the Remaining Extent of the said farm, measuring 3175,7727 Hectares, held under Deed of Transfer T8111/1897.
 - (c) The Transferee shall be bound to erect and maintain in good order and sound quality barbed wire fence or not less than five (5) strands with iron standards 18.89 metres apart and three along all boundaries of the land to be transferred, with suitable iron gates. Such gates may only be erected a points agreed to by the Transferor, such agreement however, not to be unreasonably withheld. The materials used for the type of fence and the method of erection to be approved by the Transferor.
 - (d) The rights reserved to the Transferor hereby shall devolve upon and be for the benefit of its successors in title and assigns, as owners of the Remaining Extent of the farm, measuring 3175,7727 Hectares, held by them under Deed of Transfer T8111/1897 aforesaid.
 - (e) Transfer of the location area hereby transferred to the transferee, is further subject to the conditions that the Transferee shall at any time, upon being required by the Transferor, its licence or assigns to do so, permit the registration at the expense of the Transferor, its licensees or assigns, but without any further charge, of a right of servitude over the area hereby transferred and in respect of an area not exceeding 7,87 metres, in width in favour of the Transferor as owner of the Remaining Extent of the said farm LEEUWKUIL aforesaid, for the purpose of constructing and using railway lines over such area. The exact situation of such servitude, which shall not cause an unreasonable interference to the rights of the Transferee, shall be mutually agreed upon and failing agreement shall be referred to arbitration according tot the Arbitration Laws in the Province of Gauteng for the time being.

- (f) Transfer of the location area hereby transferred to the transferee is further subject to the condition that the aforementioned right of servitude for the proposed railway line or lines shall not in any circumstances transverse the Transferee's existing sewage disposal site or any extension of such sewage disposal site which may be established in the future.

- H. THE said VEREENIGING ESTATES LIMITED, or its successors in title and assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province of Gauteng, measuring 3125,4971 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following special conditions and reservations over –

CERTAIN Portion 28 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province of Gauteng, measuring 50,2756 Hectares, as transferred under Deed of Transfer T17192/1942, dated the 9th September, 1942, namely –

- (a) The property hereby transferred shall be solely for sewerage purposes and uses incidental thereto and for no other purposes whatsoever and this conditions shall operate as a servitude in favour of as owners of the company and its successors in title as owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 3125,4971 Hectares as held under Deed of Transfer T8111/1897, dated the 25 November 1897.
- (b) In so far as the property hereby transferred is a portion of the Remaining Extent of the said farm, measuring 3175,7727 Hectares, the riparian rights are reserved to the owner or successors in title of the Remaining Extent of the said farm, measuring 3125,4971 Hectares, as held under Deed of Transfer T8111/1897, dated the 25th November 1897.
- (c) The Transferee shall be bound to erect and maintain in good order and a sound quality barbed wire fence of not less that six (6) strands with iron standards 18,89 metres apart and three (3) droppers between the said standards, along such boundaries of the land hereby transferred as adjoin the land owned by any other person other than the Transferee, with suitable iron gates. Such gates may only be erected at points agreed to by the Company, such agreement, however not to be unreasonably withheld.
The material used for this type of fence and the method of erection to be approved by the Company.
- (d) The rights reserved to the Company shall devolve upon and be for the benefit of its successors in title and assigns, as owners of the Remaining Extent of the farm held by them under Deed of Transfer T8111/1897, aforesaid, and measuring 3125,4971 Hectares.

- I. The said VEREENIGING ESTATE LIMITED, its successors in title or assigns as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province of Gauteng, measuring 2034,6578 hectares (of which the property hereby transferred forms a portion) is ENTITLED to

1. The following conditions over CERTAIN Portion 37 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 382,2218 Hectares, as transferred under Deed of Transfer T36936/1946 dated the 26th November, 1946, namely –

In so far as the property hereby transferred was a portion of the Remaining Extent of the said farm, the riparian rights which attach to the said property are reserved to the VEREENIGING ESTATES LIMITED, its successors in title or assigns, as owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, held under Deed of Transfer T8111/1897

2. The following conditions over CERTAIN Portion 26 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 602,2342 Hectares, as transferred under said Deed of Transfer T36936/1946 dated the 26th November 1946, namely –

- (a) In so far as the property hereby transferred was a portion of the Remaining Extent of the said farm, the riparian rights which attach to the said property are reserved to the VEREENIGING ESTATES LIMITED, its Successors in title or assigns, owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, held under Deed of Transfer T8111/1897.
- (b) The property hereby transferred is subject to the following restrictive conditions –

That the EMFULENI LOCAL MUNICIPALITY may sell or lease such portion or any part thereof to the Government of the Republic of any department thereof and including in the regard the SOUTH AFRICAN RAILWAYS AND HARBOURS Administration (all hereinafter referred to as "the Republic Government") and to receive and retain the proceeds realised therefrom from its own account and benefit. Any sale or lease of the said portion or any part thereof by the EMFULENI LOCAL MUNICIPALITY to the Republic Government as aforesaid, shall be made subject to the condition that no industries or trade shall be conducted thereon and that no part thereof shall be laid out as a Township or in agricultural holdings, save as above provided and save as in the next sub-section provided the EMFULENI LOCAL MUNICIPALITY shall not be entitled to alienate the said portion or any part thereof and unless and until sold or leased to the Republic Government shall be held and employed by the Eastern Vaal Metropolitan Substructure, for the used and benefit of the inhabitants or community of the Town of VEREENIGING to the extent and for the purpose as the EMFULENI LOCAL MUNICIPALITY may from time to time decide, upon, inclusive of the rights to establish on such portion or on any part thereof locations for Blacks and/or Asiatic Bazaars and in so far as the latter are concerned may exercise such rights, powers and authorities as are contained in section 10 of Ordinance No. 17 of 1905 and section 2 of Act No. 30 of 1936, subject to the provision in such section contained. The property hereby transferred is subject to the further condition that the Eastern Vaal Metropolitan Substructure shall at any time upon being required by the VEREENIGING ESTATES LIMITED, its successors in title or assign as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, to do so, permit the registration at the expense of the VEREENIGING ESTATES LIMITED, its successors in title or assign, without any further charge of or consideration of a servitude of right of way over the property hereby transferred in respect of an area not exceeding 7.87 metres in width in favour of the VEREENIGING ESTATES LIMITED, as owner aforesaid, for the purpose of constructing and using railway lines over such area.

The exact situation of such servitude, which shall not cause unreasonable interference with the rights of the EMFULENI LOCAL MUNICIPALITY, shall be mutually agreed upon and failing agreement shall be referred to arbitration according to the Arbitration Laws in the Province of Gauteng for the time being.

It is specially provided, however, that if THE VEREENIGING ESTATES LIMITED established a railway line over Portion 29 of the said farm LEEUWKUIL in terms of conditions 6, of Deed of Transfer T12676/1942 the said company shall not thereafter be entitled also to the right of way abovementioned.

The property hereby transferred is further subject to the condition that the Emfuleni Local Municipality upon being required to do so by the VEREENIGING ESTATES LIMITED, its successors in title or assigns, as owners hereinafter mentioned, shall permit the registration at the expense of the VEREENIGING ESTATES LIMITED of a servitude of right of way not exceeding 7,18 metres in width over the said Portion 26 and over Portion 29 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, in favour of the VEREENIGING ESTATES LIMITED or its successors in title or assigns as owner of Railway reserves nos 65, 66, 67, 68, 70 and 71 situate in the Industrial Township of POWERVILLE, district Vereeniging and of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, for the purposes of construction and using railway lines between the said Railway Reserves and the Railway marshalling Yard or station which is about to be established in the vicinity of Roods Gardens Agricultural Holdings, district Vereeniging. The exact situation of

such servitude which shall not cause unreasonable interference with the rights of the Emfuleni Local Municipality or of the owner of any Erf in any Township affected, shall be mutually agreed upon and failing agreement shall be referred to arbitration according to the Arbitration laws in the Province of Gauteng for the time being.

- J. THE said VEREENIGING ESTATES LIMITED, its successors in title and assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, measuring 1555,7460 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to the following conditions over

CERTAIN Portion 38 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring in 257,3145 Hectares as transferred under Deed of Transfer T16535/1948, dated the 21st May, 1948, namely –

- (a) THE VEREENIGING ESTATES LIMITED, its successors in title and assigns, shall be entitled to mine, win, recover, make use and sell all non-mineral clause in the property hereby transferred, as also exercise all ancillary rights reasonable required for such purpose.
- (b) The rights acquired under conditions (a) above, are subject however, to the specific restriction that THE VEREENIGING ESTATES LIMITED shall not be entitled to prospect for, mine or extract any of the said reserved clay or mineral without the approval of the said VANDERBIJL PARK ESTATE COMPANY and notwithstanding the reservation of lime, shales and clays, VANDERBIJL PARK ESTATE COMPANY shall have the right to make use on clays, stone, shales, dolomite, quartzite, lime in connection with all purposes incidental thereto, including the erection of buildings and the construction of roads and/or bridges and/or canals and/or dams, which rights, however, shall not included the right to make building bricks, refractory products or any manufactures articles from such substances which are supplied or manufactures by the VEREENIGING ESTATES LIMITED, or any of its subsidiary interest. In the case VEREENIGING ESTATES LIMITED and VANDERBIJL PARK ESTATE COMPANY shall come to an agreement to enable the said minerals, metals and non-metalliferous minerals and clays or any of them to be worked by THE VEREENIGING ESTATES LIMITED, such agreement shall include the necessary facilities for access to and from the works to be carried on to enable satisfactory working.

- K. The said VEREENIGING ESTATES LIMITED its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 1258,7963 hectares (of which the property hereby transferred forms a portion) are ENTITLED to certain rights relating to the restriction of the use of, and relating to the fencing of Certain Portion 116 of the said farm LEEUWKUIL 596, registration Division I.Q., Province Gauteng, measuring 36,5477 hectares, held under Deed of Transfer T22314/1942 dated 15th October 1962.

- M. By virtue of Deed of Transfer T16100/1971 registered on the 17th May 1971, the Remaining Extent of the said farm LEEUWKUIL, measuring 1195,8852 hectares (of which the property hereby transferred forms a portion) is ENTITLED to:

- (i) enforce a restriction re quarrying of stones and clay;
- (ii) place telegraph poles, wires and cable on any portion of the property with the right of free access to such wires and cables;
- (iii) place and renew and repair iron or other pipes for the purpose of conveying water and gas: over Erf 1384 VEREENIGING, measuring 5326 square metres, held under the aforesaid Deed of Transfer T16100/1971

which will not be passed on to the owners of erven in the township.

- L. By virtue of Notarial Deed No. 917/1950-S registered on the 23rd November 1950 the right has been granted to ESCOM to convey electricity over the former Remaining Extent of the said farm LEEUWKUIL, measuring 1433,3322 hectares (of which the property hereby transferred forms a

portion) together with ancillary rights and subject to conditions, as will more fully appear on reference to the said Notarial Deed and diagram.

- O. By virtue of Notarial Deed K2180/86-S registered on the 26th June 1986, the Remaining Extent of the farm LEEUWKUIL measuring 814,9646 hectares (of which the property hereby transferred forms a portion) is subject to a servitude in perpetuity to convey gasses liquids solid materials of whatever nature and electricity by means of pipelines, cable or in any manner in
- a. a servitude area measuring 201 square metres indicated by the line A B C D E F G on diagram SG No. A7997/82;
 - b. a servitude area measuring 650 square metres indicated by the line A B C D E F G H on diagram SG No. A7998/82 together with ancillary rights in favour of the SUID-AFRIKAANSE GASDISTRIBUTIEKORPORASIE as will more fully appear from the said Notarial Deed and diagrams.
- P. By virtue of Notarial Deed K2181/86S registered on the 26th June, 1986, the right has been granted to ESKOM to convey electricity over the Remaining Extent of the said farm LEEUWKUIL, measuring 814,0646 hectares (of which the property hereby transferred forms a portion) together with ancillary rights and subject to conditions, as will more fully appear on reference to the said Notarial Deed and diagram.

which do not affect the township by virtue of situation

- N. By virtue of Notarial Deed K2179/86-S registered on the 26 June 1986, the right been granted to ESKOM to convey electricity over the Remaining Extent of the said farm LEEUWKUIL, measuring 814,9646 hectars, (of which the property hereby transferred forms a portion) together with ancillary rights, as will more fully appear on reference to the said Notarial Deed, which servitude was amended by Notarial Deed of Servitude K2323/1987S, as will more fully appear from the said Notarial Deed, the centre lines of which servitude is indicated by the lines a b and c d on the annexed diagram S.G. No. A4227/2002.

which only affects a street in the township”

1.5 REMOVAL AND 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.

1.6 STORMWATER DRAINAGE AND STREET CONSTRUCTION

- 1.6.1 The township owner shall on request by the local authority submit to such authority for its approval a detailed scheme complete with plans, sections and specifications, prepared by a civil engineer approved by the local authority, for the collection and disposal of stormwater throughout the township by means of properly constructed works and for the construction, tarmacadamising, kerbing and channeling of the existing streets herein together with the provision of such retaining walls as may be considered necessary by the local authority.

Furthermore the scheme shall indicate the route and gradient by which each erf gains access to the street on which it abuts.

- 1.6.2. The township owner shall, when required by the local authority to do so, carry out the approved scheme at its own expense on behalf and to the satisfaction of the local authority under the supervision of a civil engineer approved by the local authority if so required.

- 1.6.3 If the township owner fails to comply with the provisions of paragraphs 2.6.1 and 2.6.2 hereof the local authority shall be entitled to do the work at the cost of the township owner.

1.7 OBLIGATIONS WITH REGARD TO ESSENTIAL ENGINEERING SERVICES

The township owner shall within such period as the local authority may determine, fulfill his obligations in respect of the provision of water, electricity and sanitary services and the installation of systems thereof as well as the construction of roads and a storm water drainage system as previously agreed upon between the township owner and the local authority.

2. CONDITIONS OF TITLE

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

2.1 ALL ERVEN SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS

- 2.1.1 Except with the written consent of the Local Authority, and subject to such conditions as it may impose, neither the owner nor any other person shall
- (a) have the right, save and except to prepare the erf for building purposes, to excavate any material therefrom;
 - (b) sink any wells or boreholes thereon or abstract any subterranean water therefrom; or
 - (c) make, or permit to be made on the property for any purpose whatsoever, any tiles or earthenware pipes or other articles of a like nature .
- 2.1.2 where, in opinion of the local authority, it is impracticable for storm water to be drained from higher-lying erven direct to a public street the owner of the lower lying erf shall be obliged to accept and permit the passage over the erf of such storm water. Provided that the owners of any higher lying erven, the stormwater from which discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.
- 2.1.3 the siting of buildings, including outbuildings, on the erf and entrances to and exists from the erf to a public street system shall be to the satisfaction of the Local Authority.
- 2.1.4 The loading and off-loading of goods shall take place only within the boundaries of the erf to the satisfaction of the local authority, unless the local Authority has provided loading facilities in the street reserve.
- 2.1.5 No material or goods of any nature whatsoever shall be dumped or placed within the building restriction area along any street, and such area shall be used for any other purpose than the laying out of lawns, gardens, parking or access roads; provided that if it is necessary for the screen wall to be erected on such a boundary this condition may be released by the Local Authority and subject to such conditions as may be determined by it.
- 2.1.6 A screen wall or walls shall be erected and maintained to the satisfaction of the Local Authority as and when required by it.
- 2.1.7 If the property is fenced such fence, and the maintenance thereof, shall be to the satisfaction of the Local Authority.
- 2.1.8 The registered owner is responsible for the maintenance of the whole development on the property. If the Local Authority is of the opinion that the property, or any portion of the development, is not being satisfactorily maintained the Local Authority shall be entitled to undertake such maintenance at cost of the registered owner.
- 2.1.9 The erf is subject to a servitude, 2 metres wide, in favour of the local authority for the installation of essential services along any boundary as determined by the local authority.

Manager : Land Use Management

LOCAL AUTHORITY NOTICE 1955**EMFULENI LOCAL MUNICIPALITY
VEREENIGING TOWN PLANNING SCHEME, 1992, AMENDMENT SCHEME N649**

The Emfuleni Local Municipality hereby in terms of the provisions of Section 125(1) of the Town planning and Townships Ordinance, 1986, declares that it has approved an amendment scheme, being an amendment of the Vereeniging Town Planning Scheme, 1992, comprising the same land as included in the township of Powerville Park Extension 2.

Map 3, Annexure and Scheme clauses of the amendment scheme are filed with the Manager : Land Use Management, Emfuleni Local Municipality, 1st Floor, Municipal Building, Cnr Klaasie Heavenga & Frikkie Meyer Boulevard, Van der Bijl Park and are open for inspection at all reasonable times.

The amendment scheme is known as Vereeniging Amendment Scheme N649.

Manager : Land Use Management

PLAASLIKE BESTUURSKENNISGEWING 1955**EMFULENI PLAASLIKE MUNISIPALITEIT
VEREENIGING DORPSBEPLANNINGSKEMA, 1992, WYSIGINGSKEMA N649**

Die Emfuleni Plaaslike Munisipaliteit verklaar hierby ingevolge die bepalings van Artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, dat dit 'n wysigingskema synde 'n wysiging van die Vereeniging Dorpsbeplanningskema, 1992, wat uit dieselfde grond as die dorp Powerville Park Uitbreiding 2 bestaan, goedgekeur het.

Kaart 3, Bylae en die Skemaklousules van die wysigingskema word in bewaring gehou by die kantoor van die Bestuurder : Grondgebruiksbeheer, Emfuleni Plaaslike Munisipaliteit, 1st Vloer Munisipalegebou, h/v Klaasie Heavenga & Frikkie Meyer Boulevard, Van der Bijl Park en is beskikbaar vir inspeksie te alle redelike tye.

Hierdie wysiging staan bekend as Vereeniging Wysigingskema N649.

Bestuurder : Grondgebruiksbeheer
