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## LOCAL AUTHORITY NOTICES

### LOCAL AUTHORITY NOTICE 1265

#### KUNGWINI LOCAL MUNICIPALITY

#### PERI-URBAN AREAS AMENDMENT SCHEME 561

It is hereby notified in terms of the provisions of section 125 (1) of the Town-Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the Kungwini Local Municipality has approved an amendment of the Peri-Urban Areas Town-Planning Scheme, 1975, comprising the same land as included in the township Sterkfontein Extension 4.

Map 3 and the scheme clauses of this amendment scheme are filed with at the offices of the Kungwini Local Municipality.

This amendment is known as Peri-Urban Areas Amendment Scheme 561

(15/4/572/3/ Sterkfontein (561))  
October 2010

**Acting Director: Service Delivery**  
(Notice No \_\_\_\_/2010)

### PLAASLIKE BESTUURSKENNISGEWING 1265

#### KUNGWINI PLAASLIKE MUNISIPALITEIT

#### BUITESTEDELIKE GEBIEDE WYSIGINGSKEMA 561

Hiermee word ingevolge die bepalings van artikel 125 (1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Kungwini Plaaslike Munisipaliteit 'n wysigingskema met betrekking tot die grond in die dorp Rietvlei Heights, synde 'n wysiging van die Buitestedelike Gebiede-dorpsbeplanningskema, 1975, goedgekeur het.

Kaart 3 en die skemaklousules van hierdie wysigingskema word in bewaring gehou by die kantore van die Kungwini Plaaslike Munisipaliteit.

Hierdie wysiging staan bekend as Buitestedelike Gebiede Wysigingskema 561

(15/4/572/3/ Sterkfontein (561))  
October 2010

**Waarnemende Direkteur: Diens Lewering**  
(Kennisgewing No \_\_\_\_/2010)

### LOCAL AUTHORITY NOTICE 1266

#### KUNGWINI LOCAL MUNICIPALITY

#### DECLARATION OF STERKFORTEIN EXTENSION 4 AS AN APPROVED TOWNSHIP

In terms of section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), the Kungwini Local Municipality hereby declares the Township of Sterkfontein Extension 4 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(15/4/572/3/ Sterkfontein (561))

#### SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY JR 209 INVESTMENTS (PTY) LTD (HEREAFTER REFERRED TO AS THE APPLICANT / TOWNSHIP OWNERS) UNDER THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 57 (A PORTION OF PORTION 13) OF THE FARM STERKFORTEIN 401-JR, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT (CONDITIONS WHICH WILL BE APPLICABLE TO THE APPROVED TOWNSHIP IN TERMS OF SECTION 103 OF ORDINANCE 15 OF 1986)

1.1 NAME

The name of the township shall be Sterkfontein Extension 4.

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan 7388/2009.

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 the rights to minerals, but excluding -

1.3.1 The following conditions in Deed of Transfer T89004/2005 which shall not be transferred to erven in the township -

1. The former Remaining Extent of Portion A of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 832,1209 hectares (of which the property held hereunder forms a portion) is subject and entitled to the following conditions:
  - A. The conditions and rights contained in certain Deed of Division dated 15 February 1888 filed with Deed of Transfer 678/1894 as regards the distribution of the water named Sterkfontein.
  - B. The owner of the Remaining Extent of Portion A of the farm Sterkfontein 401 Registration Division J.R. and certain portions marked C and D of the farm Olifantsfontein 403 Registration Division J.R. district of Pretoria, measuring respectively 5,1777 hectares and 49,6503 hectares, transferred under paragraphs 5, 2 and 3 of Deed of Transfer 24633/1946 dated 17 August 1946 is entitled to a two-third (2/3rd) share of the water belonging to the whole said Portion A of the farm Sterkfontein, measuring 1 961,8937 hectares and the said Portions C and D of the farm Olifantsfontein by virtue of the said Deed of Division dated 15 February 1888 and the further right to free water for cattle for so far as the water referred to in the said Deed of Division dated 15 February 1888 flows through the property conveyed and the said Portions C and D of the farm Olifantsfontein as provided in the said Deed of Division dated 15 February 1888.
  - C. Subject to the servitude that the owner of certain portion of Portion A of the said farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring 1 077,5344 hectares as transferred to Frederik Andries Botha on 25 March 1908 by Deed of Transfer 1721/1908 shall have the right to use the existing water furrow over the said property for the purpose of conveying his share of the said water to his property.
  - D. Subject to the full, free and unencumbered right of way and

access in favour of the owner of Portion 4 (a portion of Portion A of the said farm Sterkfontein) measuring 4,2827 hectares, held under Deed of Transfer 21015/1942 dated 27 October 1942 from and to the nearest and most conveniently accessible public road which right of way shall be 6,30 metres in width.

E. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 753,5842 hectares (of which the property held hereunder forms a portion) is:

(b) Entitled to restrict Portion 7 of the said farm Sterkfontein, measuring 57,967 hectares from the right to sink any wells or boreholes as will more fully appear from Deed of Transfer 15472/1949 dated 5 July 1949.

1.3.2 The following conditions in Title Deed T. 89004/2005 which do not affect the township –

E. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 753,5842 hectares (of which the property held hereunder forms a portion) is:

(a) Subject to Notarial Deed 137/1956 S dated 10 February 1956 whereby the right has been granted to ESCOM to convey electricity over the said property together with ancillary rights and subject to conditions as will more fully appear on reference to the said Notarial Deed and Diagram annexed thereto.

F. The Remaining Extent of Portion 6 of the farm Sterkfontein 401 Registration Division J.R. district of Pretoria, measuring as such 711,7776 hectares (of which the property held hereunder forms a portion) is:

(a) Entitled to a servitude of installation of a water connection and a meter on Holding 10 Marwyn Agricultural Holdings 7427/1958 dated 31 March 1958 and to lead such water by means of pipes over any one of Holdings No. 1 to No. 15 in the said Marwyn Agricultural Holdings held under Certificate of Registered Title 7427/1958 dated 31 March 1958 to the within property together with other rights as will more fully appear from Notarial Deed 307/1958 S dated 24 January 1958.

(b) Subject to a servitude of power line over the said property and right to convey electricity and water in favour of Cullinan Refractories Limited, as will more fully appear from reference to Notarial Deed 330/1957 S dated 9 January 1957 and registered on 5 April 1957.

(c) Subject to a servitude of perpetual right of way 1,57 metres wide, to convey water by means of a pipeline in favour of Peri-urban Areas Health Board with ancillary rights, as will more fully appear from reference to Notarial Deed 1199/1958 S dated 2 September 1958 and registered on 30 October 1958.

- (d) Subject to a servitude of perpetual right of way 15,74 metres wide for the use of road purposes with ancillary rights in favour of Peri-urban Areas Health Board as will more fully appear from reference to Notarial Deed 514/1960 S dated 18 December 1959 and registered on 27 May 1960.
- 2. By virtue of Notarial Deed of Servitude K.436/1974 S the within mentioned property is subject to servitude in favour of ESCOM to convey electricity over the property together with ancillary rights as will more fully appear on reference to the said Notarial Deed of Servitude
- 3. By virtue of Notarial Deed of Servitude K.3417.1985S the within mentioned property is subject to a servitude in perpetuity in favour of Suid-Afrikaanse Gasdistribusie korporasie Beperk (No 64/6005) to convey gases, liquids, sold material of whatever nature and electricity by means of pipelines, cables or in any manner over the property in a servitude area of 3 meters wide centre line indicated by line ABCDEFGHJK and figure LMNOPQRSTU measuring 2650 square meters on Diagram S.G. A.65/85 with other ancillary rights as will more fully appear on reference to the said Notarial Deed of Servitude.
- 4. By virtue of Notarial Deed of Cession K.3317/1986-S the within mentioned property is subject to a servitude of right of way in favour of the Town Council of Midrand as defined by the letters ABCD on Diagram S.G. A.2604/85 and as will more fully appear on reference to the said Notarial Deed of Cession.

#### 1.4 PRECAUTIONARY MEASURES

- (a) The township owner shall appoint a competent person(s) to:-
  - compile a complete DOLOMITE RISK MANAGEMENT PLAN and WET SERVICES PLAN; and
  - (i) compile a Construction Report, which must include the mapping details of the trenches and the revised stability map, confirming the conditions on site and the positioning of structures and wet services. A table indicating the stand sizes, risk classification and D designation for each stand within the township must be included. Certification on the method of backfilling of boreholes must also be included.
- (b) The township owner is responsible to facilitate the procedure to transfer the responsibility for the management of the Risk Management plan legally to a representative Body Corporate or similar entity, as applicable.
- (c) The township owner shall at its own expense, make arrangements with the Municipality, in order to ensure that-
  - (i) water will not dam up, that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen; and
  - (ii) trenches and excavations for foundations, pipes, cables or for any other purposes, are properly refilled with damp soil in layers not thicker than 150mm, and compacted until the same grade of compaction as that of the surrounding material is obtained.

#### 1.5 ACCESS

Ingress from Road M57 (P122-1) to the township and egress to Road M57 (P122-1) from the township shall be restricted to the approved access point of Road M57 (P122-1) with such road.

#### 1.6 ERECTION OF FENCE OR OTHER PHYSICAL BARRIER

The township owner shall at his own expense erect a fence or other physical barrier to the satisfaction of the Head of the Department: Gauteng Provincial Government: 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 a good state of repair until such time as the erven in the township are transferred to ensuing landowners, after which the responsibility for the maintenance of such fence or physical barrier rests with the latter.

#### 1.7 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES

Should it become necessary to move or replace any existing municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

#### 1.8 DEMOLITION OF BUILDINGS AND STRUCTURES

When required by the Kungwini Local Municipality to do so, the township owner shall at his own expense cause to be demolished to the satisfaction of the Municipality all existing buildings and structures situated within building line reserves and side spaces or over common boundaries, or dilapidated structures.

#### 1.9 REMOVAL OF LITTER

The township owner shall at own expense cause all litter within the township area to be removed to the satisfaction of the Kungwini Local Municipality, when required by the Kungwini Local Municipality to do so.

#### 1.10 REMOVAL AND/OR REPLACEMENT OF ESKOM POWER LINES

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

#### 1.11 COMPLIANCE WITH CONDITIONS IMPOSED BY GDACE

The township owner shall at his own expense comply with all the conditions imposed, by the Gauteng Department of Agriculture, Conservation and Environment, as well as any other applicable provisions, in terms of the provisions of the Environmental Management Act, 73 of 1989 or the National Environmental Management Act, 107 of 1998 as the case may be.

#### 1.12 THE DEVELOPER'S OBLIGATIONS

##### 1.12.1 ASSOCIATION AND STATUTES

The developer must register a section 21 company (homeowners' association) in terms of the provisions of the Companies Act, 1973 (Act 61 of 1973). All the owners of erven and/or buildings in the township must become members of the section 21 company. A copy of the

registered Deed of Association (CM4) and the Company's Statutes must be submitted to the Kungwini Local Municipality.

The Association and Statutes must clearly state what the main purpose of the Section 21 Company is.

The owners of Erven 124 and 125 shall become members of the Section 21 company but their responsibilities, in as far as the main purpose of the company is concerned, shall be limited to a contribution towards the maintenance of the sewer pump station and stormwater services.

#### 1.12.2 PROVISION OF ENGINEERING DRAWINGS

The developer must submit to the relevant local authority complete engineering drawings in respect of the internal road and storm water sewers prior to the commencement of the construction of the said services.

#### 1.12.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the Kungwini Local Municipality must be provided with a certificate by a Professional Engineer for the internal road and stormwater sewers, in which it is certified that these internal engineering services have been completed and that the engineers accept liability for the services. The Kungwini Local Municipality may at its own discretion allow an exception in respect of the internal road and storm water sewers. If this is the case, the developer must give the Kungwini Local Municipality an undertaking that the developer will complete this service on or before a certain date and must provide the Kungwini Local Municipality with a guarantee issued by a recognized financial institution.

No building plans will be approved before the services are completed and (if applicable) taken over by the divisions of the Service Delivery Department.

#### 1.12.4 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences when the road and stormwater sewers have been completed. The developer must furnish the Section 21 Company with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the said civil engineering services, which guarantee must be for an amount that is equal to 10% of the contract cost of the civil services and proof of this must be submitted to the Kungwini Local Municipality.

#### 1.13 CONSOLIDATION OF ERVEN

The township owner shall at his own expense have Erven 124 and 125 in the township consolidated. The Kungwini Local Municipality hereby grants its consent to the consolidation in respect of Section 92(1)(b) of Ordinance 15 of 1986.

### 2. CONDITIONS OF TITLE

2.1 THE ERVEN MENTIONED HEREUNDER SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE KUNGWINI LOCAL MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986).



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### 2.1.1 ALL ERVEN

- (a) The erf shall be subject to a servitude, 3m wide, for municipal services (water, sewer, and electricity) (hereinafter referred to as "the services"), in favour of the local authority, along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, over the entrance portion of the erf, if and when required by the local authority: Provided that the local authority may waive any such servitude.
  - (b) No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m from it.
  - (c) The Local Authority shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during the laying, maintenance or removal of such services and other works which in its discretion it regards necessary, and furthermore the Local Authority shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.
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