

**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE  
GAUTENG**

# Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

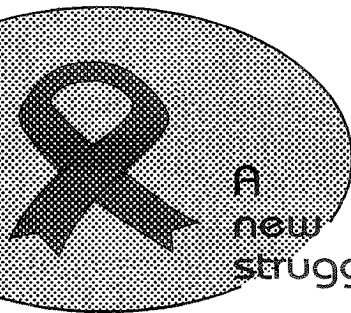
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AUGUSTUS 2012

No. 242

**We all have the power to prevent AIDS**

AIDS  
affects  
us all



A  
new  
struggle

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH

**Prevention is the cure**

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# LOCAL AUTHORITY NOTICE

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## LOCAL AUTHORITY NOTICE 1159

**EKURHULENI METROPOLITAN MUNICIPALITY  
(KEMPTON PARK CUSTOMER CARE CENTRE)**

**DECLARATION AS AN APPROVED TOWNSHIP**

In terms of section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the Ekurhuleni Metropolitan Municipality declares the township of Sterkfontein Extension 11 to be an approved township, subject to the conditions as set out in the Schedule hereto.

### SCHEDULE

**CONDITIONS UNDER WHICH THE APPLICATION MADE BY JR 209 INVESTMENTS (PROPRIETY) LIMITED (HEREINAFTER REFERRED TO AS THE APPLICANT) IN TERMS OF THE PROVISIONS OF PART C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 64 (A PORTION OF PORTION 13) OF THE FARM STERKFORTEIN 401-JR HAS BEEN GRANTED**

#### 1. CONDITIONS OF ESTABLISHMENT

##### 1.1. NAME

The name of the township shall be **Sterkfontein Extension 11**.

##### 1.2. DESIGN

The township shall consist of erven and streets as indicated on General Plan no 4744/2011.

##### 1.3. DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to the following existing conditions and servitudes in Title Deed T.89004/2005 -

1. THE FORMER Remaining Extent of Portion A of the farm Sterkfontein 401, Registration Division JR, Province of Gauteng, 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<sup>th</sup> February 1888 filed with Deed of Transfer T.678/1894 as regards the distribution of the water named Sterkfontein.
  - B. The owners of the Remaining Extent of Portion A of the farm Sterkfontein 401, Registration Division JR, Province of Gauteng, and certain portions marked C and D of the farm Olifantsfontein 403, Registration Division JR, Province of Gauteng, measuring respectively 5,1777 hectares and 49,6503 hectares, transferred under paragraphs 5, 2 and 3 of Deed of Transfer T.24633/1946 dated 17 August 1946 is entitled to a two-third ( $\frac{2}{3}$ ) 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 flows through 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 JR, Province of Gauteng, measuring 1 077,5344 hectares as transferred to Frederik Andries Botha on 25 March 1908 by Deed of Transfer T.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 T.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 meters in width.

E. The Remaining Extent of Portion 6 of the farm Sterkfontein 401, Registration Division JR, Province of Gauteng, 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 T.15472/1949 dated 5 July 1949.

But excluding -

2.3.1 The following conditions in Title Deed T.89004/2005 which do not affect the township **due to location** –

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

- (a) Subject to Notarial Deed K.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 from reference to the said Notarial Deed and diagram annexed thereto.

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

- (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 330/1057-S dated 9 January 1957 and registered on 5 April 1957.

- (c) Subject to a servitude of perpetual right of way 1,57 meters 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 K.1199/1958-S dated 2 September 1958 and registered on 30 October 1958.

- (d) Subject to a servitude of right of way 15,74 meters 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 K.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 a servitude in favour of ESCOM to convey electricity over the property together with ancillary rights as will more fully appear from reference to the said Notarial Deed of Servitude.

3. By virtue of Notarial Deed of Servitude K.3417/1985-S 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, solid materials 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. No A65/1985 with other ancillary rights as will more fully appear from 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 Ekurhuleni Metropolitan Municipality as defined by the letters ABCD on diagram S.G. No A2604/1985 and as will more fully appear on reference to the said Notarial Deed of Cession."

2.3.2 The following condition in Title Deed T.89004/2005 which shall not be transferred to erven in the township:

- F. (a) Entitled to a servitude of installation of a water connection and a meter on Holding 20 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 K.307/1958-S dated 24 January 1958.

#### 1.4. PROVISION AND INSTALLATION OF SERVICES

The applicant shall make the necessary arrangements with the Municipality for the provision and installation of water, electricity and sanitation as well as the construction of roads and stormwater drainage in the township.

If external services are not available or the existing external services not sufficient to accommodate the township, special arrangements will have to be made after consultation with the applicable departments in the Municipality.

#### 1.5. 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.

#### 1.6. 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.

#### 1.7. ERECTION OF FENCE OR OTHER PHYSICAL BARRIER

The township owner shall at his own expense erect a fence or other physical barrier on the boundary of the Albertina Sisulu Freeway (R21) and the Provincial Road K27 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.

**1.8. 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.

**1.9. DEMOLITION OF BUILDINGS AND STRUCTURES**

When required by the Local Authority 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.

**1.10. 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 Local Authority, when required by the Local Authority to do so.

**1.11. 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.

**1.12. COMPLIANCE WITH CONDITIONS IMPOSED BY GDARD**

The township owner shall at his own expense comply with all the conditions imposed, by the Gauteng Department of Agriculture and Rural Development, 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.

**1.13. LAND TO BE TRANSFERRED TO THE PROPERTY OWNERS' ASSOCIATION**

Erf 141 shall be transferred to the property owners association or similar collective body within a period of 6 months after proclamation of the township or when the first erven in the township becomes transferable whichever the sooner, by and at the expense of the township owner.

**1.14. THE DEVELOPER'S OBLIGATIONS****1.14.1. ASSOCIATION AND STATUTES**

The developer must register a property owners association or similar collective body in terms of the provisions of Item 1(1) of Schedule 1 of the Companies Act, Act 71 of 2008. All the owners of erven and/or buildings in the township must become members of the property owners association. A copy of the registered Deed of Association (CM4) and the Company's Statutes must be submitted to the Local Authority.

The Association and Statutes must clearly state what the main purpose of the property owners association is.

**1.14.2. PROVISION OF ENGINEERING DRAWINGS**

The developer must submit to the relevant local authority complete engineering drawings in respect of the engineering services prior to the commencement of the construction of the said services.

### **1.14.3. PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER**

Before any erf is transferred, the Local Authority 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 Local Authority 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 Local Authority an undertaking that the developer will complete this service on or before a certain date and must provide the Local Authority with a guarantee issued by a recognized financial institution.

### **1.14.4. 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 property owners association 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 Local Authority.

## **2. CONDITIONS OF TITLE**

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

#### **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.

#### **2.1.2. ERF 139**

The erf is subject to a servitude of 3m wide for engineering services (stormwater) in favour of the Local Authority as indicated on the General Plan.

### **2.2. CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED/CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED:**

#### **2.2.1. ERVEN 139, 140, 141 AND 142**

The Erven are subject to a servitude of 3 meters wide for security purposes in favour of the Section 21 Company as indicated on the General Plan.

EKURHULENI METROPOLITAN MUNICIPALITY  
(KEMPTON PARK CUSTOMER CARE CENTRE)  
PERI URBAN AREAS TOWN PLANNING SCHEME 1975: AMENDMENT SCHEME 2027 PU

The Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) 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 Peri-Urban Areas Town Planning Scheme 1975, comprising the same land as included in the township of Sterkfontein Extension 11 Township.

Map 3 and the scheme clauses of the amendment scheme are available for inspection at all reasonable times at the offices of the Head of Department, Department of Economic Development, Gauteng Provincial Government, Johannesburg, as well as the Area Manager, City Planning, Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre), 5<sup>th</sup> Floor, Civil Centre, c/o CR Swart Drive and Pretoria Road, Kempton Park.

This amendment is known as Peri-Urban Amendment Scheme 2027 PU.

KHAYA NGEMA: CITY MANAGER:  
EKURHULENI METROPOLITAN MUNICIPALITY: PRIVATE BAG X1069 GERMISTON 1400

NOTICE DP.29.2012 [15/3/7/S6x11]

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