

**THE PROVINCE OF
GAUTENG**



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Information

from Government Printing Works

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GPW Business Rules

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2. Notices can only be submitted in Adobe electronic form format to the email submission address submit.egazette@gpw.gov.za. This means that any notice submissions not on an Adobe electronic form that are submitted to this mailbox will be **rejected**. National or Provincial gazette notices, where the Z95 or Z95Prov must be an Adobe form but the notice content (body) will be an attachment.
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You are therefore advised that effective from **Monday, 18 May 2015** should you not comply with our new rules of engagement, all notice requests will be rejected by our new system.

Furthermore, the fax number **012- 748 6030** will also be **discontinued** from this date and customers will only be able to submit notice requests through the email address submit.egazette@gpw.gov.za.

DISCLAIMER:

Government Printing Works reserves the right to apply the 25% discount to all Legal and Liquor notices that comply with the business rules for notice submissions for publication in gazettes.

National, Provincial, Road Carrier Permits and Tender notices will pay the price as published in the Government Gazettes.

For any information, please contact the eGazette Contact Centre on 012-748 6200 or email info.egazette@gpw.gov.za

Table of Contents

<i>No.</i>		<i>Gazette No.</i>	<i>Page No.</i>
PROCLAMATION • PROKLAMASIE			
6	Town-planning And Townships Ordinance, 15/1986: Amendment Scheme T0007, Declaration as an approved township, Midstream Estate Extension 55.....	327	4

PROCLAMATION • PROKLAMASIE

PROCLAMATION 6 OF 2015**EKURHULENI TOWN PLANNING SCHEME OF 2014
AMENDMENT SCHEME T0007**

The Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby declares that it has approved an amendment scheme, being an amendment to the Ekurhuleni Town Planning Scheme of 2014, comprising the same land as included in the township of Midstream Estate Extension 55, in terms of the provisions of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

Map 3, Annexures and scheme clauses of the amendment scheme are filed with the Deputy Director-General: Gauteng Provincial Government: Department of Housing and Local Government, Marshalltown and the Manager: City Planning, Kempton Park Customer Care Centre, 5th floor, Ekurhuleni Metropolitan Municipality, Civic Centre, corner of CR Swart Drive and Pretoria Road, Kempton Park and are open for inspection at all reasonable times.

This amendment scheme is known as the Ekurhuleni Town Planning Scheme 2014, Amendment Scheme number T0007 and shall come into operation on the date of the proclamation of this notice.

Khaya Ngema: City Manager: City Manager
Ekurhuleni Metropolitan Municipality, Private Bag X 1069, Germiston, 1400
Notice DP.45.2015 [15/3/7/M6 X 55]

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 15 of 1986), the Ekurhuleni Metropolitan Municipality (Kempton Park Customer Care Centre) hereby declares Midstream Estate Extension 55 to be an approved township subject to the conditions set out in the schedule hereto.

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY BONDEV MIDRAND PROPRIETARY LIMITED (BEING THE REGISTERED OWNER OF THE LAND AND HEREINAFTER REFERRED TO AS THE APPLICANT / TOWNSHIP OWNER) UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 218 (A PORTION OF PORTION 128) OF THE FARM OLIFANTSFONTEIN 410-JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**(1) NAME**

The name of the township shall be Midstream Estate Extension 55.

(2) DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 5791/2014.

(3) DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, except for the following conditions to be registered against part of the Remaining Extent of Portion 128 of the farm Olifantsfontein 410, Registration Division J.R., Province of Gauteng; that:

- (i) do not affect the township area due to the location thereof, which conditions will not be passed to the erven in the township:

"A. Die voormalige Resterende Gedeelte van Gedeelte A, groot as sodanig 1082,6208 Hektaar (waarvan die voormalige Resterende Gedeelte 1 van Gedeelte 1, aangedui deur die figuur A.B.C.D.E.F.G.H.J.K.L.M.N.P.Q.R.S.T.U.V.W.X.Y.X.A'.B'.C'.D'.E'.F'.G'.c3.c4.z'.c5.c6 middel van spruit q'.R'.S'.T'.c2.c1.A. en Gedeelte 8 ('n gedeelte van Gedeelte 1) aangedui deur die figuur c1.c2.P'.Q'.c1 en Gedeelte 39 ('n Gedeelte van Gedeelte 9) aangedui deur die figuur c7.K'. middel van spruit c6.c5.z'.c7 en Gedeelte 48 (aangedui deur die figuur c3.M'.N'.c7.c4.c3 op Kaart S G No. 5490/2005, gedeeltes uitmaak) , Gedeelte 2 van die genoemde Gedeelte A soos getranspoteer kragtens Akte van Transport T.10838/1922 en 'n gedeelte van die genoemde plaas OLIFANTSFONTEIN, groot 1373,8416 hektaar soos getranspoteer kragtens Akte van Transport T.8555/1912, wat tesame uitmaak die genoemde Gedeelte A, is geregtig tot 'n serwituut van water uit die Resterende Gedeelte van Gedeelte B van die genoemde plaas OLIFANTSFONTEIN, groot as sodanig 910,6748 hektaar, soos getranspoteer kragtens Akte van Transport T.6759/1914 en hierna genoem "het andere gedeelte", welke serwituut beskryf is as volg, naamlik:

"De eigenaren van gezegd Gedeelte 'A' zullen tezamen met de eigenaar van het andere gedeelte ter besproeiing van hul landerijen het recht hebben bij beurten van drie dagen en drie nachten tot al het water van de fontein genaamd Olifantsfontein en de twee kleine fonteintjes daar dicht bij aan de Westzijde daarvan, of Noordzijde van de oude watervoor, zijnde het water waarop de plaats oorspronkelijk is aangelegd en liggende in het andere gedeelte; en tevens tot de oude watervoor zoals de tans bestaat dat de voor mag opvangen; doch dit laatste zal de eigenaar van het andere gedeelte niet beletten het water in de spruit vanaf een honderd en twintig treden bovenkant de watervoor uit te keren, doch tot op een honderd en twintig treden bovenkant de watervoor mag het water in de spruit niet worden uitgekeerd.

Het water van enige andere fontein zal ter uitsluitende beskikking zijn van de eigenaren van gezegd Gedeelte 'A' of het andere gedeelte waarop zodanige fontein mogen zijn.

Gedurende de beurt van de eigenaar van het andere gedeelte zal er een straalje water gezegd dat door een duimgat kan gaan met vrij lopen in genoemde oude watervoor naar Gedeelte 'A' als drinkwater voor mens en vee; en gedurende de beurt van de eigenaren van Gedeelte 'A' zal de eigenaar van het andere gedeelte vrijheid hebben zijn vee te drenken in, en water voor huishoudelijk gebruik te genieten uit genoemde watervoor, waar die over zijn grond loopt; en zal laatsgenoemde ook het recht hebben twee duim water uit genoemde watervoor uit te nemen naar zijn woonhuis met een pomp of anderszins.

Wanneer en so dikwijls genoemde watervoor moet worden schoongemaakt zullen de wederzijdse eigenaren daarvoor gelijkelijk moeten zorg dragen doch mag de voor voorzoverre die in het andere gedeelte is niet worden verzet of veranderd van wat die oorspronkelijk was zonder de toestemming van de eigenaar van het andere gedeelte.

Het water waartoe de eigenaren van gezegd gedeelte 'A' gerechtigd zijn, blijft onverdeeld, en de eigenaren van het gezegde Resterende Gedeelte van Gedeelte 'A', van gezegd Gedeelte "2" van gedeelte 'A' en het gezegd Gedeelte groot 1373,8416 hektaar (tezamen uitmakend Gedeelte 'A') zullen recht van toegang hebben de een op en over het eigendom van de ander, met het doel in de gebruik zijnde watervoor of voren schoon te maken of te herstellen op voorwaarde dat geen voor door het land van een der eigenaren lopende, door de andere eigenaar gebruikt zal worden.

B. *Die voormalige Resterende Gedeelte van Gedeelte 1 van die plaas OLIFANTSFONTEIN 410, Registrasie Afdeling J.R., Provinsie Gauteng, groot 312,4911 Hektaar (waarvan daardie gedeelte van die eiendom hiermee getranspoteer, aangedui deur die figuur A.B.C.D.E.F.G.H.J.K.L.M.N.P.Q.R.S. T.U.V.W.X.Y.Z.A'.B'.C'.C'.E'.F'.G'.c3.c4.z'.c5.c6, middel van spruit l'.M'.N'.P'.c2.c1.A op Kaart SG No 5490/2005 geheg aan Sertifikaat van Verenigde Titel T.30644/2006 'n gedeelte uitmaak) is ONDERHEWIG AAN:*

(a) *'n Serwituut van watervoor ten gunste van Gedeelte 3 van Gedeelte A van voornoemde plaas, groot 531,9283 hektaar, gehou kragtens Akte van Verdelingstransport T.10789/1945 gedateer 3 Mei 1945, welke watervoor alreeds bestaan en loop vanaf die rivier dam geleë op hierdie eiendom na die twee damme geleë aanmekaar op genoemde Gedeelte 3 van Gedeelte A van voornoemde plaas en vandaar na die grens van genoemde Gedeelte 4 van Gedeelte A van voormelde plaas. Die genoemde watervoor sal behoorlik uitgemessel word, met behoorlike ingeboude sluise en die koste verbonde aan die oprigting, instandhouding, herstelling en skoonmaak van genoemde watervoor sal deur die eienaar van hierdie eiendom gedra word vir daardie gedeelte van die watervoor wat gaan oor hierdie eiendom.*

Die eienaar van hierdie eiendom tesame met die eienaar van Gedeelte 4 van Gedeelte A van voornoemde plaas sal tesame geregtig wees tot die gebruik van die water in genoemde rivier dam, geleë op hierdie eiendom vir een week uit elke twee agtereenvolgende weke, beginnende vanaf Saterdag 6 uur in die namiddag en beginnende op 21 April 1945.

Die genoemde rivier dam en twee damme geleë aan mekaar sal behoorlik skoongemaak word en in stand gehou word. Die koste verbonde aan die skoonmaak en instandhouding van die genoemde damme sal in gelyke dele gedra word deur die eienaar van hierdie eiendom aan die een kant, en die eienaar van genoemde Gedeelte 3 van Gedeelte A van voornoemde plaas, groot 531,9283 hektaar, en van seker Gedeelte 4 van Gedeelte A van voornoemde plaas, groot 17,5454 hektaar, gesamentlik aan die ander kant.

(b) *Die reg verleen aan die CITY OF TSHWANE METROPOLITAN MUNICIPALITY om elektrisiteit daaroor te vervoer, tesame met bykomende regte en onderhewig aan die voorwaardes soos meer ten volle sal blyk uit Notariële Akte nr. K.62/1951 S gedateer 31 Januarie 1951.*

(4) **ACCESS**

No access from Road K109 and Road K220 to the township and no egress to Road K109 and Road K220 from the township shall be allowed.

(5) **ACCEPTANCE AND DISPOSAL OF STORMWATER**

The applicant shall arrange for the drainage of the township to fit in with that of Roads K109 and K220 and for all stormwater running off or being diverted from the road to be received and disposed of.

(6) **ERECTION OF A FENCE OR OTHER PHYSICAL BARRIER**

The applicant of the township shall at its own expense, erect a 2 m high brick or concrete wall or other physical barrier on the boundary of Roads K109 and K220 to the satisfaction of the Gauteng Province Provincial Government: Department of Public Works: Directorate Roads, as and when required by him to do so and the developer of the township 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: Provided that the applicant of the township's responsibility for the maintenance thereof shall cease when the local authority takes over responsibility for the maintenance of the streets in the township.

(7) **REPOSITIONING OF SERVICES**

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of ESKOM, Telkom or the local authority, the cost thereof shall be borne by the township owner.

(8) **HOME OWNERS' ASSOCIATION**

A home owners' association or similar collective body must be established in terms of Section 21 of the Companies Act whereas such association shall be responsible for the management of the security village in general.

(9) **DEMOLITION OF BUILDINGS AND STRUCTURES**

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

(10) **REMOVAL OF LITTER**

The township owner shall at his 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.

(11) **ENGINEERING SERVICES**

- (a) The applicant shall be responsible for the installation and provision of internal engineering services.
- (b) Once water, sewer and external street networks (including storm water) have been installed, same will be transferred to the Metropolitan Municipality, free of cost, who shall maintain these networks.
- (c) The Section 21 Company will be responsible for the maintenance of the internal roads (including storm water). These services will not be taken over by the Local Authority.
- (d) Bondev Midrand Proprietary Limited will be responsible for the maintenance of the electrical, telecommunication and street lighting network. These services will not be taken over by the Local Authority.

2. CONDITIONS OF TITLE**(1) CONDITIONS OF TITLE IMPOSED IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986.****(a) ALL ERVEN**

- (i) 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, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.
- (ii) 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.
- (iii) 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) CONDITIONS OF TITLE IN FAVOUR OF THIRD PARTIES TO BE REGISTERED / CREATED ON FIRST REGISTRATION OF THE ERVEN CONCERNED:**(a) ERF 5225**

- (i) Subject to a right of way servitude in favour of all the owners or occupiers of all the other erven in the township as indicated on the General Plan over the entire erf to guarantee access to a public road to all residents

Khaya Ngema: City Manager: City Manager
Ekurhuleni Metropolitan Municipality, Private Bag X 1069, Germiston, 1400
Notice DP.45.2015 [15/3/7/M6 X 55]

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