

***THE PROVINCE OF
GAUTENG***

***DIE PROVINSIE VAN
GAUTENG***

**Provincial Gazette
Provinsiale Koerant**
EXTRAORDINARY • BUITENGEWOON

Selling price • Verkoopprijs: **R2.50**
Other countries • Buitelands: **R3.25**

Vol. 25

PRETORIA
10 JUNE 2019
10 JUNIE 2019

No. 182

CONTENTS

| | <i>Gazette No.</i> | <i>Page No.</i> |
|---|------------------------|---------------------|
| PROCLAMATION • PROKLAMASIE | | |
| 57 | 182 | 3 |
| City of Johannesburg Municipal Planning By-Law, 2016: Lanseria Extension 74 | | |

PROCLAMATION • PROKLAMASIE

PROCLAMATION 57 OF 2019**DECLARATION AS AN APPROVED TOWNSHIP**

- A. In terms of section 28.(15) of the City of Johannesburg Municipal Planning By-law, 2016, the City of Johannesburg Metropolitan Municipality declares **Lanseria Extension 74** to be an approved township subject to the conditions set out in the Schedule hereto.

SCHEDULE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY LANSERIA TRUST ONE (REGISTRATION NUMBER 4027/1995) (HEREINAFTER REFERRED TO AS THE TOWNSHIP OWNER) IN TERMS OF THE PROVISIONS OF PART 3 OF CHAPTER 5 OF THE CITY OF JOHANNESBURG MUNICIPAL PLANNING BY-LAW, 2016 (HEREINAFTER REFERRED TO AS THE BY-LAW), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 51 (A PORTION OF THE REMAINDER OF PORTION 5) OF THE FARM BOTESDAL JQ, GAUTENG PROVINCE, HAS BEEN APPROVED.

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

The name of the township is **Lanseria Extension 74**.

(2) DESIGN

The township consists of erven and a road/ a street/a thoroughfare/roads/streets/thoroughfares as indicated on General Plan S.G. No. 3623/2018.

(3) DESIGN AND PROVISION OF ENGINEERING SERVICES IN AND FOR THE TOWNSHIP

The township owner shall, to the satisfaction of the local authority, make the necessary arrangements for the design and provision of all engineering services of which the local authority is the supplier.

(4) ELECTRICITY

The local authority is not the bulk supplier of electricity to or in the township. The township owner shall in terms of Chapter 6 Part 1 of the By-law make the necessary arrangements with ESKOM, the licensed supplier of electricity for the provision of electricity.

(5) GAUTENG PROVINCIAL GOVERNMENT (DEPARTMENT OF ROADS AND TRANSPORT)

(a) It is recorded that the township owner complied with the Department of Roads and Transport's requirements in regard to access to the township.

(b) If however, before the expiry date mentioned in (a) above, circumstances change in such a manner that roads and/or PWV routes under the control of the said Department are affected by the proposed layout of the township, the township owner shall resubmit the application for the purpose of fulfillment of the requirements of the controlling authority in terms of the provisions of Section 48 of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001).

(6) NATIONAL GOVERNMENT (DEPARTMENT: MINERAL RESOURCES)

Should the development of the township not been completed before 4 September 2023, the application to establish the township, shall be resubmitted to the Department : Mineral Resources for reconsideration.

(7) ACCESS

(a) Access to or egress from the township shall be provided to the satisfaction of the local authority and/or Johannesburg Roads Agency (Pty) Ltd and/or the Department of Roads and Transport.

(b) Access to or egress from the township shall be permitted via Amelia Drive from Malibongwe Drive.

(8) ACCEPTANCE AND DISPOSAL OF STORMWATER DRAINAGE

The township owner shall arrange for the stormwater drainage of the township to fit in with that of the adjacent road/roads and all stormwater running off or being diverted from the road/roads shall be received and disposed of.

(9) REFUSE REMOVAL

The township owner shall provide sufficient refuse collection points in the township and shall make arrangements to the satisfaction of the local authority for the removal of all refuse.

(10) REMOVAL OR REPLACEMENT OF EXISTING SERVICES

If, by reason of the establishment of the township, it should be necessary to remove or replace any existing municipal, TELKOM and/or ESKOM services, the cost of such removal or replacement shall be borne by the township owner.

(11) DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at its own costs 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 requested thereto by the local authority.

(12) RESTRICTION ON THE TRANSFER OF AN ERF/ERVEN

Erven 924, 925, 926 and 927 shall, prior to or simultaneously with registration of the first transfer of an erf/unit in the township and at the costs of the township owner, be transferred only to Lanseria Corporate Estate Property Owners Association (NPC), (Registration No. 2007/031829/2008), which Association shall have full responsibility for the functioning and proper maintenance of the said erf/erven and the engineering services within the said erf/erven. All refuse, building rubble and/or other materials shall be removed from the erf/erven prior to the transfer thereof to the mentioned Association.

(13) OPEN SPACE CONTRIBUTION

The township owner shall, if applicable, in terms of section 48. of the By-law pay an open space contribution to the local authority *in lieu* of providing the necessary open space in the township or for the shortfall in the provision of land for open space.

(14) OBLIGATIONS WITH REGARD TO THE CONSTRUCTION AND INSTALLATION OF ENGINEERING SERVICES AND RESTRICTIONS REGARDING THE TRANSFER OF ERVEN

- (a) The township owner shall, after compliance with clause 2.(3) above, at its own costs and to the satisfaction of the local authority, construct and install all engineering services including the internal roads and the stormwater reticulation, within the boundaries of the township. Erven and/or units in the township, may not be transferred into the name of a purchaser, prior to the local authority certifying to the Registrar of Deeds that these engineering services had been constructed and installed.
- (b) The township owner shall fulfil its obligations in respect of the installation of water and sanitary services as well as the construction of roads and stormwater drainage and the installation of systems therefor, as agreed between the township owner and the local authority in terms of clause 2.(3) above. Erven and/or units in the township, may not be transferred into the name of a purchaser, prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the engineering services have been submitted or paid to the said local authority.
- (c) The township owner shall submit to the local authority, a certificate issued by ESKOM that acceptable financial arrangements with regard to the supply of electricity, have been made by the township owner to the local authority. Erven and/or units in the township may not be transferred into the name of a purchaser, prior to the local authority certifying to the Registrar of Deeds that such certificate had been issued by ESKOM.

(15) OBLIGATIONS WITH REGARD TO THE PROTECTION OF ENGINEERING SERVICES

The township owner shall, at its costs and to the satisfaction of the local authority, survey and register all servitudes required to protect the constructed/installed services. Erven and/or units in the township, may not be or transferred into the name of a purchaser, prior to the local authority certifying to the Registrar of Deeds that these engineering services had been or will be protected to the satisfaction of the local authority.

2. DISPOSAL OF EXISTING CONDITIONS OF TITLE.

All erven shall be made subject to existing conditions and servitudes, if any.

A. Excluding the following which do not affect the township due to its locality:

- (a) *By virtue of Notarial Deed of Servitude K 92/2010 dated 15 January 2010 with diagram S.G. 3680/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCA BDEB EFGE on diagram S.G. 3680/2009;*
- (b) *By virtue of Notarial Deed of Servitude K 96/2010 dated 15 January 2010 with diagram S.G. 3664/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMNPQA on diagram S.G. 3664/2009;*
- (c) *By virtue of Notarial Deed of Servitude K 97/2010 dated 15 January 2010 with diagram S.G. 3665/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMNPQRA on diagram S.G. 3665/2009;*
- (d) *By virtue of Notarial Deed of Servitude K 98/2010 dated 15 January 2010 with diagram S.G. 3666/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGA on diagram S.G. 3666/2009.*
- (e) *By virtue of Notarial Deed of Servitude K 99/2010 dated 15 January 2010 with diagram S.G. 3667/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3667/2009.*
- (f) *By virtue of Notarial Deed of Servitude K 100/2010 dated 15 January 2010 with diagram S.G. 3668/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3668/2009.*
- (g) *By virtue of Notarial Deed of Servitude K 101/2010 dated 15 January 2010 with diagram S.G. 3669/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3669/2009.*
- (h) *By virtue of Notarial Deed of Servitude K 102/2010 dated 15 January 2010 with diagram S.G. 3670/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3670/2009.*
- (i) *By virtue of Notarial Deed of Servitude K 103/2010 dated 15 January 2010 with diagram S.G. 3671/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMNPQRSTUVWXYZA on diagram S.G. 3671/2009.*
- (j) *By virtue of Notarial Deed of Servitude K 104/2010 dated 15 January 2010 with diagram S.G. 3672/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3672/2009.*
- (k) *By virtue of Notarial Deed of Servitude K 105/2010 dated 15 January 2010 with diagram S.G. 3673/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3673/2009.*

- (l) *By virtue of Notarial Deed of Servitude K 106/2010 dated 15 January 2010 with diagram S.G. 3674/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMNPQRA on diagram S.G. 3674/2009.*
- (m) *By virtue of Notarial Deed of Servitude K 107/2010 dated 15 January 2010 with diagram S.G. 3675/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMA on diagram S.G. 3675/2009.*
- (n) *By virtue of Notarial Deed of Servitude K 108/2010 dated 15 January 2010 with diagram S.G. 3676/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3676/2009.*
- (o) *By virtue of Notarial Deed of Servitude K 109/2010 dated 15 January 2010 with diagram S.G. 3677/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3677/2009.*
- (p) *By virtue of Notarial Deed of Servitude K 110/2010 dated 15 January 2010 with diagram S.G. 3678/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKA on diagram S.G. 3678/2009.*
- (q) *By virtue of Notarial Deed of Servitude K 111/2010 dated 15 January 2010 with diagram S.G. 3679/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3679/2009.*
- (r) *By virtue of Notarial Deed of Servitude K 112/2010 dated 15 January 2010 with diagram S.G. 3681/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHA on diagram S.G. 3681/2009.*
- (s) *By virtue of Notarial Deed of Servitude K 113/2010 dated 15 January 2010 with diagram S.G. 3682/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3682/2009.*
- (t) *By virtue of Notarial Deed of Servitude K 114/2010 dated 15 January 2010 with diagram S.G. 3683/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3683/2009.*
- (u) *By virtue of Notarial Deed of Servitude K 115/2010 dated 15 January 2010 with diagram S.G. 3684/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFGHJKLMNPA on diagram S.G. 3684/2009.*
- (v) *By virtue of Notarial Deed of Servitude K 118/2010 dated 15 January 2010 with diagram S.G. 3689/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDA on diagram S.G. 3689/2009.*
- (w) *By virtue of Notarial Deed of Servitude K 120/2010 dated 15 January 2010 with diagram S.G. 3691/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFA on diagram S.G. 3691/2009.*
- (x) *By virtue of Notarial Deed of Servitude K 121/2010 dated 15 January 2010 with diagram S.G. 3692/2009 relating thereto, subject to a servitude for municipal services and ancillary rights in favour of the City of Johannesburg Metropolitan Municipality, which servitude is represented by the figure ABCDEFA and GHJKLMG on diagram S.G. 3692/2009.*

B. Excluding the following which only affects erven:

- (a) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to a servitude for municipal purposes in favour of the City of Johannesburg Metropolitan Municipality, together with ancillary rights and subject to conditions, represented by the figure g'f'e't'h'g' on Diagram S.G. No. 3622/2018 as will more fully appear from Notarial Deed of Servitude K93/2010S. and affects erven 909 to 912*
- (b) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to a servitude of right of way and other municipal services in favour of the City of Johannesburg Metropolitan Municipality, together with ancillary rights and subject to conditions, represented by the figure j'k'GHj' on Diagram S.G. No. 3622/2018, as will more fully appear from Notarial Deed of Servitude K95/2010S and affects erven 909 to 913.*
- (c) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to right of way servitude in favour of the City of Johannesburg Metropolitan Municipality together with ancillary rights and subject to conditions, represented by the figure ABCm'n'p'q'r'wxyz'a'b'd'e'f'K'tuvfedaRA on Diagram S.G. No. 3622/2018 and as will more fully appear from Notarial Deed of Servitude K94/2010S. and affects erf 924.*
- (d) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to servitude for municipal purposes in favour of the City of Johannesburg Metropolitan Municipality, together with ancillary rights and subject to conditions, represented by the figure bdefghjkmnpqb on Diagram S.G. No. 3622/2018, as will more fully appear from Notarial Deed of Servitude K116/2010S. and affects Erven 914 to 916 and 920 to 923.*
- (e) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to a servitude for municipal purposes, in favour of the City of Johannesburg Metropolitan Municipality, together with ancillary rights and subject to conditions, represented by the figure RarsR on Diagram S.G. No. 3622/2018 and as will more fully appear from Notarial Deed of Servitude K117/2010S. and affects erven 917 to 920.*
- (f) *The former Portion 5 of the farm Botesdal No. 529, Registration Division J.Q., Province of Gauteng, measuring 55,9437 hectares, (whereof the portion registered forms a part) is subject to a servitude for municipal services in favour of the City of Johannesburg Metropolitan Municipality, together with ancillary rights and subject to conditions, represented by the figure s'Cu't's' on Diagram S.G. No. 3622/2018, as will more fully appear from Notarial Deed of Servitude K119/2010S. and affects Erf 925.*

C. Excluding the following which shall not be made applicable to the individual erven in the township:

- (a) *Die eiendom hiermee getranspoteer is GEREGTIG tot 'n reg van suiping vir eie diere in die spruit lopende oor die Resterende Gedeelte van gesegde Gedeelte "2" groot as sodanig 26.6900 hektaar, gehou onder Akte van Transport nr 21923/1936, gedateer die 1ste Desember, 1936.*

4. CONDITIONS OF TITLE.**A. Conditions of Title imposed in favour of the local authority in terms of the provisions of Chapter 5 Part 3 of the By-law.****(1) ALL ERVEN**

- (a) The erven lie in an area with soil conditions that can cause serious damage to buildings and structures. In order to limit such damage, foundations and other structural elements of the buildings and structures must be designed by a competent professional engineer and erected under his supervision unless it can be proved to the local authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means. The NHBRC coding for foundations is classified as C1/C2-S1/S2.

- (b) Each 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.
 - (c) 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.
 - (d) 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 process 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) ERVEN 911, 922 and 924

The erven are subject to 3m x 6m electrical substation servitudes for electrical purposes in favour of Eskom as indicated on the general plan.

- (3) ERVEN 909 to 913

The Erven are subject to servitudes for security purposes in favour of the Lanseria Corporate Estate Property Owners Association as indicated on the general plan.

B. Conditions of Title imposed in favour of third parties to be registered/created on the first registration of the erven concerned.

No erf in the township shall be transferred, unless the following conditions and/or servitudes have been registered:

- (1) ALL ERVEN

Each and every owner of the erf or owner of any sub-divided portion of the erf or owner of any unit thereon, shall on transfer become and remain a member of Lanseria Corporate Estate Property Owners Association (NPC), (Registration No. 2007/031829/2008), incorporated for the purpose of the community scheme ("the Association") and shall be subject to its Memorandum of Incorporation until he/she ceases to be an owner and such owner shall not be entitled to transfer the erf or any sub divided portion thereof or any interest therein or any unit thereon, without a clearance certificate from such Association certifying that the provisions of the Memorandum of Incorporation have been complied with and the purchaser has bound himself/herself to the satisfaction of the Association to become and remain a member of the Association.

- (2) ERF 924

The erf shall not be alienated or transferred into the name of any purchaser other than the Lanseria Corporate Estate Property Owners Association (NPC) (Reg. No.: 2007/031829/08) established in respect of the development, without the written consent of the local authority first having been obtained.

- (3) ERVEN 925, 926 and 927

The erven shall not be alienated or transferred into the name of any purchaser other than Lanseria Corporate Estate Property Owners Association (NPC) (Reg. No.: 2007/031829/08) established in respect of the development, without the written consent of the local authority first having been obtained.

- B. The City of Johannesburg Metropolitan Municipality herewith in terms of the provisions of Section 54 of the City of Johannesburg Municipal Planning By-Law, 2016, declares that he 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 **Lanseria Extension 74**. Map 3 and the scheme clauses of the amendment scheme are filed with the Executive Director: Development Planning: City of Johannesburg and are open for inspection at all reasonable times. This amendment is known as Amendment Scheme 03-18589.

Hector Makhubo
Deputy Director : Legal Administration
City of Johannesburg Metropolitan Municipality /
 Notice No. T043/2019