

***THE PROVINCE OF
GAUTENG***

***DIE PROVINSIE VAN
GAUTENG***

**Provincial Gazette
Provinsiale Koerant**
EXTRAORDINARY • BUITENGEWOON

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

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LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS

LOCAL AUTHORITY NOTICE 1752 OF 2019**CITY OF EKURHULENI METROPOLITAN MUNICIPALITY
PROPOSED TOWNSHIP: ALLIANCE EXTENSION 4 TOWNSHIP
DECLARATION AS AN APPROVED TOWNSHIP**

In terms of section 103(1) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), read together with SPLUMA, 2013 the City of Ekurhuleni Metropolitan Municipality, Benoni Customer Area hereby declares ALLIANCE EXTENSION 4 township 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 JFS PROPERTIES NUMBER ONE PROPRIETARY LIMITED (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 158 OF THE FARM MODDERFONTEIN 76 I.R., PROVINCE OF GAUTENG HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**1.1 NAME**

The name of the township shall be Alliance Extension 4.

1.2 DESIGN

The township shall consist of erven as indicated on General Plan No. 1733/2018.

1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

1.3.1 EXCLUDING THE FOLLOWING CONDITIONS WHICH DO NOT AFFECT THE TOWNSHIP AREA DUE TO LOCALITY:

- (a) By Notarial Deed K.2984/1977S the right has been granted to ESCOM to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions, as will more fully appear on reference to said Notarial Deed registered on 27th September 1977. The route of the said servitude as well as the area of the building and tree restriction has been more fully defined in Notarial Deed of Amendment of Servitude K.448/1980S indicated by line ABC on the diagram S.G. No A.5177/1978 annexed thereto read with paragraph 2 of Deed of Servitude K.2984/1977S.
- (b) By Notarial Deed K.108/1987S registered on 14 January 1987 the right has been granted to ESCOM to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions, as will more fully appear on reference to the said Notarial Deed.
- (c) By virtue of Notarial Deed K2051/2002S dated 14/3/2002, the within mentioned property is subject to rights in perpetuity to convey and transit water over-
 - (a) A strip of ground indicated by the figures (1) EFGH, (2) JKLMNPQR and (3) STUVWXYZA1 on diagram SG No. 3809/99; and
 - (b) a strip of ground, 1.7662 Hectares as indicated by the figures (1) ABCD, and (2) EFGH on diagram SG No. 3810/99 in favour of Rand Water Board as will more fully appear from the said deed.

1.3.2 INCLUDING THE FOLLOWING WHICH AFFECTS ALL ERVEN IN THE TOWNSHIP:

- (d) That the registered owner of the PROPERTY declares itself to be fully acquainted with the fact that the PROPERTY and the surface of the land adjoining and in the vicinity of the PROPERTY have been considerably undermined by mining operations carried on and under the surface of the said farm Modderfontein No. 76 (of which the PROPERTY forms a portion) and that the PROPERTY forms part of land which, being undermined, is liable to subsidence, settlement, shocks, cracking and outbreaks of fire, whereby damage may be caused to the surface or to buildings or to structures erected thereon, and the registered owner of the PROPERTY accepts the PROPERTY voetstoots as it stands and all risk of:
- (i) damage to our subsidence of the surface of the PROPERTY.
 - (ii) damage to any building or structures which is or may hereafter be erected on the PROPERTY.
 - (iii) damage to any movable property which may be or be brought upon the PROPERTY.
 - (iv) injury to or death of any person whomsoever; and
 - (v) damage from any other cause howsoever arising;

whether such damage subsidence, injury or death be caused by mining operations, past, present or future, either underneath the PROPERTY or elsewhere or by fire commencing in the workings underneath the PROPERTY or elsewhere and spreading to the undermining ground under the PROPERTY.

- (e) That the registered owner of the PROPERTY does indemnify and hold harmless MODDERFONTEIN, the holder of the mineral rights in respect of the PROPERTY and the holder of the mining title underlying, adjoin, or adjacent to the PROPERTY against.
- (i) all or any claims as also legal or other expenses that may be incurred by MODDERFONTEIN in examining, resisting or settling such claim for loss, damages, injury or death which any person whatsoever (including any lessee or bone fide possessor of the PROPERTY) may at any time suffer by reason of any of the causes referred to in condition (e) aforesaid; and
 - (ii) all or any claims as also or other expenses that may be incurred by MODDERFONTEIN in examining, resisting or settling such claims for loss, damages, or expenses which any person whomsoever, (including any lessee or bone fide possessor of the PROPERTY) may at any time suffer or incur by reason of subsidence, settlement, shocks, cracking of the PROPERTY or outbreaks of fire, from whatever cause arising.

1.3.3 EXCLUDING THE FOLLOWING SERVITUDE WHICH ONLY AFFECTS ERF 2135 IN THE TOWNSHIP:

- (c) By virtue of notarial deed K2051/2002S dated 14/3/2002, the within mentioned property is subject to rights in perpetuity to convey and transit water over;
- (a) A strip of ground, 3.6379 hectares as indicated by the figures abcd on diagram 1732/2018 in favour of Rand Water Board as will more fully appear from the said deed.

1.4 ACCEPTANCE AND DISPOSAL OF STORMWATER

The township owner shall arrange for the drainage of the township to fit in with that of the existing road and stormwater infrastructure in the vicinity and for all stormwater running of or diverted from the roads to be received and disposed of.

1.5 OBLIGATIONS IN REGARD TO ESSENTIAL SERVICES

The township owner shall within such period as the Local Authority may determine, fulfil its obligations in respect of the provision of water, electricity and sanitary services as well as the construction of roads and stormwater drainage and the installation of systems thereof, as previously agreed upon between the township owner and the local authority. Erven may not be transferred into the name of a purchaser prior to the Local Authority certifying that sufficient guarantees / cash contributions in respect of the supply of services by the township owner have been submitted or paid to the said Local Authority.

1.6 REPOSITIONING OF SERVICES

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of Eskom, Telkom, Randwater or the Local Authority, the cost thereof shall be borne by the township owner.

1.7 ENVIRONMENTAL MANAGEMENT

The township applicant / owner must ensure that all conditions imposed by the Department of Agriculture, Conservation and Environment in terms of the Record-of-Decision (ROD) issued by the said Department on 13 September 2010 are adhered to.

1.8 ENDOWMENT

The township owner shall in terms of Section 98(2) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) read with Regulation 43 of the same Ordinance, pay the Local Authority a lump sum endowment for the provisions of land for park (Public Open Space). Such endowment shall be payable as determined by the Local Authority, in terms of Section 81 of the said Ordinance.

1.9 TRANSFER OF ERVEN

Erf 2135 shall be transferred at the expense of the township owner to CITY OF EKURHULENI METROPOLITAN MUNICIPALITY, simultaneously or before the transfer of the first erf in the township.

1.10 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.

2. CONDITIONS OF TITLE

The erven mentioned hereunder shall be subject to the conditions as indicated imposed by the Administrator in terms of the provisions of the Town Planning and Townships Ordinance, 1986.

2.1 ALL ERVEN

- (a) 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.
- (b) 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.

- (c) 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.

Dr Imogen Mashazi: City Manager, City of Ekurhuleni Metropolitan Municipality, Civic Centre Cross Street, Germiston Notice CD60/2019

NOTICE OF APPROVAL
CITY OF EKURHULEN METROPOLITAN MUNICIPALITY
EKURHULENI AMENDMENT SCHEME B0566

The City of Ekurhuleni, Benoni Customer Area hereby, in terms of the provisions of Section 125(1) of the Town Planning and Townships Ordinance, 1986, read together with SPLUMA, 2013 declares that it has approved an amendment scheme, being an amendment of the Ekurhuleni Town Planning Scheme 2014, comprising the same land as included in the township of ALLIANCE EXTENSION 4 Township.

The amendment scheme documents will lie for inspection during normal office hours at the offices of the Head of Department: City Planning, City of Ekurhuleni Metropolitan Municipality and at the offices of the Area Manager: Benoni Civic Centre, as well as at the Gauteng Provincial Government, Office of the Premier, Gauteng Planning Division.

This amendment is known as Ekurhuleni Amendment Scheme B0566 and shall come into operation from date of publication of this notice.

Dr Imogen Mashazi: City Manager, City of Ekurhuleni Metropolitan Municipality, Civic Centre Cross Street, Germiston Notice CD60/2019