

***THE PROVINCE OF
GAUTENG***

***DIE PROVINSIE VAN
GAUTENG***

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LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**LOCAL AUTHORITY NOTICE 744 OF 2021****RIVERSIDE VIEW EXTENSION 90**

A. In terms of Section 28(15) of the City of Johannesburg Municipal Planning By-Law, 2016, the City of Johannesburg Metropolitan Municipality declares Riverside View Extension 90 to be an approved township subject to the conditions set out in the Schedule hereunder.

SCHEDULE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY CPD HILLS SCHOOL (PROPRIETARY) LIMITED REGISTRATION NO. 2014/017052/07) (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 588 (A PORTION OF PORTION 7) OF THE FARM DIEPSLOOT NO. 388-J.R., GAUTENG PROVINCE, HAS BEEN APPROVED.

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

The name of the township is **Riverside View Extension 90**

(2) DESIGN

The township consists of erven as indicated on **General Plan Diagram S.G. 2576/2020**.

(3) DESIGN AND PROVISIONS 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 necessary arrangements with ESKOM, the licensed supplier of electricity for the provision of electricity.

(5) GAUTENG PROVINCIAL GOVERNMENT (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)

Should the development of the township not be commenced with before **11 December 2023** the application to establish the township, shall be resubmitted to the Department of Agriculture and Rural Development for exemption/authorisation in terms of the National Environmental Management Act, 1998 (Act 107 of 1998), as amended.

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

(a) Should the development of the township not be completed before **20 June 2028** the application to establish the township, shall be resubmitted to the Department of Roads and Transport for reconsideration.

(b) If however, before the expiry date mentioned in (a) above, circumstance 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 fulfilment 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).

(c) The township owner shall comply with the conditions of the Department as set out in the Department's letter dated 20 June 2018.

(7) NATIONAL GOVERNMENT (DEPARTMENT: MINERAL RESOURCES)

Should the development of the township not be completed before **7 February 2023** the application to establish the township, shall be resubmitted to the Department: Mineral Resources for reconsideration.

(8) ACCESS

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

(b) No access to or egress from the township shall be permitted via the line/lines of no access as indicated on the approved layout plan of the township.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(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 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.

(16) CONSOLIDATION OF ERVEN

The township owner shall, at its own costs, after proclamation of the township, submit an application for consent to consolidate Erven 4918 and 4919 Riverside View Extension 90, to the local authority for approval. The consolidation may not be registered prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the supply of engineering services to the township and the erven to be consolidated, have been submitted or paid to the said local authority.

2. DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions, servitudes and entitlements, excluding:

A. Excluding the following servitude which only affects Erf 4918:

THE FORMER REMAINING EXTENT OF PORTION 7 OF THE FARM DIEPSLOOT 388, IN EXTENT 147,3912 HECTARES (OF WHICH THE PROPERTY HELD HEREWITH FORMS A PORTION) IS SUBJECT TO THE FOLLOWING:

By Notarial Deed of Servitude K8165/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure EabdE on Subdivisional Diagram No SG 2575/2020 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.

B. Excluding the following servitudes which do not affect the Township due to their locality:

I. THE FORMER PORTION 7 OF THE FARM DIEPSLOOT 388 (OF WHICH THE PROPERTY HELD HEREWITH FORMS A PORTION) IS SUBJECT TO THE FOLLOWING:

- A. By Notarial Deed No 195/1953S dated 5 February 1953 the within mentioned property is subject to a servitude for a sewer pipeline in favour of the City Council of Johannesburg, as indicated by the figure ABCD on diagram S.G. No. A8057/1951, and as will more fully appear from reference to the said Notarial Deed.
- B. By Notarial Deed No K1002/1955S the right has been granted to Eskom to convey electricity over the property hereby conveyed together with ancillary rights, along the line parallel to and 12,2 (twelve comma two) metres north of the boundary of the property indicated by the letters ef on diagram SG No. A.884/1910, and subject to conditions, as will more fully appear on reference to said Notarial Deed and diagram.
- C. By Notarial Deed No. K690/1962 the right has been granted to Electricity Supply Commission to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions, the centre line of which is indicated by the figure ABCD on Diagram S.G. No. A1714/1961, as will more fully appear from reference to the said Notarial Deed.
- D. By virtue of Notarial Deed No K1278/1963S dated 19 June 1963 the within mentioned property is subject to a servitude of right of way to convey and transmit water by means of pipelines and to convey and transmit electrical impulses changes or currents through signal cables together with ancillary rights and subject to conditions in favour of the City Council of Johannesburg, as indicated by the figure EFJK on Diagram SG No. A548/1962, as will more fully appear from the said Notarial Deed.
- E. By Notarial Deed No. 134/1965 the right has been granted to Eskom to convey electricity over the property hereby conveyed together with ancillary rights and subject to conditions, the centre lines being parallel to and 25,9 (twenty five comma nine) metres and 39,6 (thirty nine comma six) metres from the boundary of the property indicated by the lines S3 and S4 on diagram SG No. A.884/1910, as will more fully appear on reference to the said Notarial Deed and diagram.
- F. By Notarial Deed No. K2951/2013S dated 21 September 2012 the withinmentioned properties are subject to a personal servitude in favour of the Inanda Club of use in perpetuity for access purposes (including ancillary uses) the routes of which is/are to be determined at a later date in terms hereof, and for traversing purposes on horseback and foot (including ancillary uses) as indicated by the figure ABCDEA on Diagram SG No. 3495/2012 and as indicated by the figure ABCDEFGHJKLMNPQRSTUVWXYZA1B1C1D1E1F1G1H1J1K1L1M1N1P1A on Diagram SG No. 503/2013 and as indicated by the figure ABCDEFGA on Diagram SG No. 3497/2012 and as indicated by the figure ABCDEFGHJKLMNPQRA on Diagram SG No. 3498/2012 and as indicated on the figure ABCDEFGHJKLMNPQRSTUA on Diagram SG No. 3499/2012 and as indicated on the figure ABCDEFGHJKA on Diagram SG No. 3500/2012, and for the purposes of drawing and conveying water the routes of which is/are to be determined at a later date in terms hereof, and for the purposes of installing engineering services purposes the routes of which is/are to be determined at a later date in terms hereof, and for use as polo fields (including ancillary uses) as indicated by the figure ABCDA on Diagram SG No. 502/2013, as will more fully reflect from the said notarial deed of servitude.

II. THE FORMER REMAINING EXTENT OF PORTION 7 OF THE FARM DIEPSLOOT 388, IN EXTENT 152,1185 HECTARES (OF WHICH THE PROPERTY HELD HEREWITH FORMS A PORTION) IS SUBJECT TO THE FOLLOWING:

- A. By Notarial Deed No K6900/2018S, the withinmentioned property is subject to a servitude for electric purposes together with ancillary rights in favour of ESKOM HOLDINGS SOC LIMITED measuring 60 (sixty) square metres as indicated by the figure ABCDA on Diagram SG No. 478/2018 and as will more fully appear from reference to the said Notarial Deed.
- B. By Notarial Deed No K6899/2018S, the withinmentioned property is subject to a servitude for electric purposes together with ancillary rights in favour of ESKOM HOLDINGS SOC LIMITED measuring 18 (eighteen) square metres as indicated by the figure ABCDA on Diagram SG No. 477/2018 and as will more fully appear from reference to the said Notarial Deed.

III. THE FORMER REMAINING EXTENT OF PORTION 7 OF THE FARM DIEPSLOOT 388, IN EXTENT 147,3912 HECTARES (OF WHICH THE PROPERTY HELD HEREWITH FORMS A PORTION) IS SUBJECT TO THE FOLLOWING:

- A. By Notarial Deed of Servitude K8163/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3511/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- B. By Notarial Deed of Servitude K8164/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3512/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- C. By Notarial Deed of Servitude K8166/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3595/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- D. By Notarial Deed of Servitude K8167/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3596/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- E. By Notarial Deed of Servitude K8168/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3597/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- F. By Notarial Deed of Servitude K8169/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3598/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- G. By Notarial Deed of Servitude K8170/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3599/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.

- H. By Notarial Deed of Servitude K8171/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3600/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- I. By Notarial Deed of Servitude K8172/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited as indicated by the figure ABCDA on Servitude Diagram No SG 3601/2017 measuring 18 (eighteen) square metres, as will more fully appear from the said Notarial Deed.
- J. By Notarial Deed of Servitude K8173/2019S dated 17 May 2019 the withinmentioned property is subject to a perpetual servitude for the construction of a sub-station, and all ancillary infrastructure necessary for the proper functioning of the sub-station in favour of Eskom Holdings SOC Limited measuring 18 (eighteen) square metres as indicated by the figure ABCDA on Servitude Diagram No SG 3602/2017 and as will more fully appear from reference to the said Notarial Deed.

C. INCLUDING THE FOLLOWING SERVITUDE WHICH AFFECTS ALL ERVEN IN THE TOWNSHIP

THE FORMER PORTION 7 OF THE FARM DIEPSLOOT 388 (OF WHICH THE PROPERTY HELD HEREWITH FORMS A PORTION) IS SUBJECT TO THE FOLLOWING:

By Notarial Deed No. K1476/2013S the right has been granted to Eskom 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.

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 C2/S2/H3/P (flooding) and soil zone III.

(2) ALL ERVEN

- (a) 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.
- (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 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.

Hector Bheki Makhubo
Deputy Director: Legal Administration
City of Johannesburg Metropolitan Municipality
Notice No. T033/2021