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GENERAL NOTICES

NOTICE 178 OF 2008

eMALAHLENI LOCAL MUNICIPALITY PROCLAMATION OF THE TOWNSHIP NORTHFIELD

In terms of section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance No. 15 of 1986), the eMalahleni Local Municipality hereby declares the Township of Northfield to be an approved township, subject to the conditions as set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION FOR TOWNSHIP ESTABLISHMENT IN TERMS OF THE PROVISIONS OF CHAPTER V AND PORTION C OF CHAPTER III OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986) ON PORTION 19 (A PORTION OF PORTION 1) OF THE FARM KROMDRAAI 292, REGISTRATION DIVISION J.S. PROVINCE MPUMALANGA, BY AKUBRA TRADING 21 (PTY) LTD (HEREINAFTER REFERRED TO AS THE TOWNSHIP APPLICANT) BEING THE REGISTERED OWNER OF THE LAND HAS BEEN APPROVED.

1. CONDITIONS OF ESTABLISHMENT

- (1) **NAME**
The name of the township shall be Northfield.
- (2) **LAYOUT/DESIGN**
The township shall consist of erven and streets as indicated on General Plan SG nr 1144/2007.
- (3) **REMOVAL, REPOSITIONING, MODIFICATION OR REPLACEMENT OF MUNICIPAL SERVICES**
If, by reason of the establishment of the township, it should become necessary to remove, reposition modify or replace any existing municipal services, the cost thereof shall be borne by the township applicant.
- (4) **REMOVAL, REPOSITIONING MODIFICATION OF REPLACEMENT OF EXISTING ESKOM POWER LINES**
If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing power lines of ESKOM, the cost thereof shall be borne by the township applicant.
- (5) **AMENDMENT OF TOWN-PLANNING SCHEME**
The township applicant shall comply with the provisions of Section 125 of the Town-Planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986).

2. LAND USE CONDITIONS

CONDITIONS IMPOSED BY THE LOCAL AUTHORITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO. 15 OF 1986)

- (a) **ALL ERVEN**
The erf lies in an area where soil conditions can affect buildings and structures and result in damage to them. Building plans submitted to the local authority must show measures to be taken, in accordance with recommendations contained in the geotechnical report for the township, to limit possible damage to buildings and structures as a result of detrimental foundation conditions, unless it is proved to the local authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.
- (b) **ERF 1**
The use zone of the erf shall be "Institutional".
- (c) **ERVEN 2, 38, 42, 65 and 97**
The use zone of the erven shall be "Residential 3".
- (d) **ERVEN 3-36, 39-41, 43-64, 67-336, 338-600, 602-657**
The use zone of the erven shall be "Residential 1".
- (e) **ERVEN 37, 66, 337, 601**
The use zone of the erven shall be "Private Open Space".

- (f) ERVEN 658 TO 665
The use zone of the erven shall be "Private Road 2".

3. CONDITIONS OF TITLE

(1) DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to the existing conditions and servitudes, if any, including the reservation of rights to mineral and real rights, but excluding the following conditions: -

- (a) The following conditions, which affect Erven 38, 49, 66, 302, 303, 309, 310, 343, 344, 364, 365, 375, 381, 382, 395, 396, 424, 443, 444, 468, 469, 486, 487, 499, 514, 515, 527, 544, 545, 657, 660, 662 – 665 and a street as indicated by line mn on the general plan.
- A. Die voormalige Resterende Gedeelte van die plaas KROMDRAAI 292, Registrasie – afdeling JS, Transvaal, groot as sodanig 112,0430 hektaar (waarvan die eiendom hierkragtens getranspoteer 'n deel uitmaak) is onderhewig aan die volgende serwitute:
1. Onderhewig aan Notariële Akte nr K 636/1934 S waaronder die reg om elektrisiteit oor die genoemde eiendom (waarvan die eiendom hierkragtens getranspoteer 'n gedeelte uitmaak) te vervoer tesame met bykomstige regte verleen is aan die ELEKTRISITEITS-VOORSIENINGSKOMMISSIE, soos meer ten volle sal blyk uit verwysing na voornoemde Notariële Akte.
- (b) The following condition shall not affect the erven in the township due to the location thereof
- A. Die voormalige Resterende Gedeelte van die plaas KROMDRAAI 292, Registrasie – afdeling JS, Transvaal, groot as sodanig 112,0430 hektaar (waarvan die eiendom hierkragtens getranspoteer 'n deel uitmaak) is onderhewig aan die volgende serwitute:
2. Onderhewig aan 'n ewigdurende reg van weg en bykomstige regte ten gunste van JACK WRAGG SIMPKINS, as eienaar van die Resterende Gedeelte van Gedeelte 3 van dieselfde plaas, groot 49,7329 hektaar, soos meer ten volle sal blyk uit Notariële Akte K 224/1940 S.
- (c) The following condition shall be cancelled simultaneously with the opening of the township register:
3. Onderhewig aan die reg om 'n watervoor te maak oor die genoemde eiendom (waarvan die eiendom hierkragtens getranspoteer 'n gedeelte uitmaak) ten gunste van die eienaar van –
 - (a) Die Resterende Gedeelte van Gedeelte van dieselfde plaas, groot 83,5975 hektaar;
 - (b) Gedeelte 1 van Gedeelte van dieselfde plaas, groot 1,2648 hektaar;
 Albei gehou onder Akte van Transport nr T 7855/1938 soos meer ten volle sal blyk uit Notariële Akte nr K 225/1940 S.
- E. In voormelde kondisies verwys "transportgewer" na HENDRIK JACOBUS BEKKER.
- (a) Die grond mag nie onderverdeel word nie tensy die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet no 21/1940 gelees saam met Wet no 21/1940 gelees saam met Wet no 44/1948 eers verkry is nie.
 - (b) Nie meer as een woonhuis, tesame met sulke buitegeboue wat gewoonlik in verband daarmee nodig is, mag op die grond opgerig word nie tensy die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet no 21/1940 gelees saam met Wet no 44/1948 eers verkry is nie.
 - (c) Die grond moet slegs vir woon- en landboudoeleindes gebruik word en hoegenaamd geen winkel of besigheid of nywerheid mag sonder die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet no 21/1940 gelees saam met Wet no 44/1948 eers verkry is nie, op die grond geopen of gedryf word nie.
 - (d) Geen gebou of bouwerk hoegenaamd mag binne 'n afstand van 94,46 meter vanaf die middellyn van die nasionale pad opgerig word nie, tensy die skriftelike goedkeuring van die Beherende Gesag soos omskryf in Wet no 21/1940 gelees saam met Wet no 44/1948 eers daartoe verkry is nie.

(d) The following conditions does not affect the township due to the location thereof and/or because it fell into disuse:

- C. Gedeelte 19 (synde 'n gedeelte van Gedeelte) van die genoemde plaas (waarvan die eiendom hierkragtens getranspoteer 'n gedeelte uitmaak) is verder onderhewig aan die bepaling dat die transportgewer vir homself die volgende reg voorbehou:
- om 'n kraglyn te bou of laat oprig vir die vervoer van elektrisiteitskrag vanaf die mees geskikte plek op die eiendom hierkragtens getranspoteer en daaroor na die nasionale pad, en dan langs laasgenoemde pad tot by en na die Resterende Gedeelte van die genoemde plaas KROMDRAAI 292, Registrasie-afdeling JS, Transvaal, groot as sulks 26,3908 hektaar, en gehou deur HENDRIK JACOBUS BEKKER onder Akte van Transport nr T 13353/1926 gedateer 8 Desember 1926. Die transportnemers, hulle erfgename, eksekuteurs, administrateurs en / of regverkrygendes, onderneem mits dese, om die transportgewer alle en enige billike en redelike fasiliteite te vergun om aan gemelde doeleindes en benodighede te voldoen en dieselfde doeltreffend te voltooi en instand te hou.
- D. Die eienaar van genoemde Gedeelte 19 (synde 'n gedeelte van Gedeelte) van die genoemde plaas (waarvan die eiendom hierkragtens getranspoteer 'n gedeelte uitmaak) en die eienaar van die Resterende Gedeelte van die genoemde gedeelte van die plaas KROMDRAAI 292, Registrasie-afdeling JS, Transvaal, groot as sulks 26,3908 hektaar, gehou onder Akte van Transport T 13353/1926 gedateer 8 Desember 1926, is gebonde aan die volgende bepalinge wat betref alle en enige water of waters wat opgevang mag word in die tans bestaande groot dam geleë op die genoemde Gedeelte 19 (synde 'n gedeelte van gedeelte) van genoemde plaas (waarvan die eiendom hierkragtens getranspoteer 'n gedeelte uitmaak) naamlik:
- (i) Die transportgewer, sy erfgename, eksekuteurs, administrateurs of regverkrygendes, opvolgers in in titel, wettige diensknegte en dergelyke, die ewige, enigste, onbelemmerde ongestoorde en allervolste gebruik, genietiging, voordeel en/of dergelyke, sal hê en geniet, in tot en van gesegde waters vanaf Maandagaand 6 uur tot Dinsdagaand 6 uur; en vanaf Woensdagaand 6 uur tot Donderdagaand 6 uur, in iedere en elke navolgende week en in iedere in elke navolgende jaar vanaf 31 Mei 1942; die gemelde regte en/of voorregte tot en op die gebruik en dergelyke van gesegde water sal hoegenaamd nie in enige sin, wyse of manier beperk en/of andersins bepaal word nie, nog minder die doel en / of hoeveelheid van sodanige gebruik daarvan, mits egter dat die transportnemers, hulle erfgename, eksekuteurs, administrateurs, regverkrygendes en/of opvolgers in titel, die reg sal hê vir suiiping van nie meer dan 40 groot stuks vee nie, of in alternatief nie meer dan 40 stuks kleinvee nie vanuit die gemelde waters in gemelde dam gedurende die gemelde tydperke wanneer die transportgewer geregtig is tot en op die gebruik van gesegde waters.
 - (ii) Dat die transportgewer en die transportnemers vir hulselwe, hul erfgename, eksekuteurs, administrateurs, regverkrygendes, en dergelyke, hiermee ondemeem en hulselwe en diegene betrokke bind alles in hul vermoë te doen of laat doen ten einde te verseker en te waarborg dat:
 - (a) Die oorsprong en voorraadsbron van gemelde waters,opgevang te word in gesegde groot dam, nie belemmer beskadig en/of vernietig word nie, maar inteedeel dat dit voort bestaan en as sulks gehou en behou word so as hede daaromtrent geskik en gereël is.
 - (b) Om gemelde groot dam in 'n goeie en deeglike waterdig toestand te hou en behou so as hede, en indien enige reparasies nodig en wenslik is dieselfde na gesamelike beraadslaging en ooreenkoms te doen of te laat doen ten koste van albei die betrokke partye, maar wel in die volgende behouding dws: die transportgewer 2/7des van totale sodanige onkoste en die transportnemer die balans

daarvan. Dit word egter verstaan dat indien enige vergroting en dergelyke gedoen of verrig word in verband met gemelde dam, sodanige alleenlik ten koste en op die risiko van die transportnemers alleenlik onderneem sal word. Die transportgewer sal nie daarvoor in enigsins verantwoordelik wees of gehou word nie.

- (iii) Dat die transportgewer die reg voorbehou om deur middel van behoorlike watervore, pype en/of dergelyke, sy wettige deel van gemelde waters te vervoer, te lei en/of andersins te verwyder oor die gesegde bepaalde gedeelte, mits dese getranspoteer aan die transportnemers tot en by die Resterende Gedeelte van genoemde plaas KROMDRAAI 292, Registrasie-afdeling JS, groot as sulks 26,3908 hektaar, gehou deur die transportgewer onder Akte van Transport T 13353/1926 gedateer 8 Desember 1926, met die nodige bykomende regte en/of voorregte van ingang tot en uitgang van die gemelde groot dam, en langs die watervoor of vore, en/of vervoer pyp of pype, ten einde laasgenoemde in stand en deeglike orde te hou en/of water te lei, vervoer, of verwyder, of as sulks te laat doen, na die goedvinde en wense van die transportgewer.
- (iv) Dat in die algemeen aangaande die verdeling en geruik van die gemelde water, en die dam voormeld, op so 'n manier te wyse deur die partye daartoe geregtig uitgeoefen en uitgevoer sal word, dat so min ongerief as moontlik en/of skade aan die een of ander se betrokke eiendom veroorsaak sal word. Indien die betrokke partye dit wenslik ag om 'n behoorlike Notariële Servituut, met die nodige kaarte, aan te gaan en te laat registreer in verband hiermee, sal alle onkoste en dergelyke in verband daarmee, deur die partye in gelyke dele gedra en betaalbaar wees.

4. CONDITIONS IMPOSED IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NR. 15 OF 1986)

All erven mentioned shall be subject to the following conditions:

- (1) A servitude 2 metres wide along the rear (mid block) boundary; and servitude along any side boundaries with a minimum width of 1 metre, in favour of the local authority, for sewerage and other municipal purposes, and in the case of a panhandle erf, an additional servitude for municipal purposes 1 metre wide across the access portion of the erf, if and when required by the local authority; Provided that the local authority may waive compliance with the requirements of this servitude.
- (2) 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 1 metre thereof.
- (3) 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.

5. CONDITIONS IMPOSED BY THE SOUTH AFRICAN NATIONAL ROAD AGENCY LIMITED (SANRAL) IN TERMS OF THE PROVISIONS OF SECTION 49(5)(a)(i) OF ACT 7 OF 1998:

- (a) No structure or other thing (including anything which is attached to the land on which it stands even though it does not form part of that land) shall be erected, laid or established on the land without the written approval of SANRAL within a distance of 20 meters measured from the N4-3Y road reserve boundary.
- (b) A permanent 2 metre high brick wall or security fence must be erected on the boundary of the property and the N4-Y3 road reserve. Detail plans of the proposed wall/security fence must be submitted to SANRAL for approval prior to the erection thereof.

- (c) No storm water disposal from the above-mentioned property to national route N4-3Y shall be allowed without the approval of SANRAL.
 - (d) SANRAL will not be held liable for any damage or diminishment in value of the property arising out of any impact the development hereby approved may have on existing storm water drainage on the property. SANRAL hereby reserves its right to impose any conditions in this regard that it deems reasonable in the circumstances
 - (e) SANRAL will not be held liable should it be found at any future time that noise emanating from the road presents a problem for the development adjacent to the road and therefore either the developer, land owner or Local Authority will be liable for taking such steps as may be necessary to reduce the noise complained of.
- 6 Erf 66 in the township is subject to the following condition as indicated by figures abcd and psB16 on the general plan -

The figures abcd and pqsB16 as indicated on the general plan represents a servitude for municipal purposes, 3,00 metres wide over Erf 66, in favour of the Emahlaleni Local Municipality.

- 7 Erven 38, 49, 66, 302, 303, 309, 310, 343, 344, 364, 365, 375, 381, 382, 395, 396, 424, 443, 444, 468, 469, 486, 487, 499, 514, 515, 527, 544, 545, 657, 660, 662 – 665 and a street as indicated by line mn on the general plan is subject to K636/1934S.

NOTICE 179 OF 2008**eMALAHLENI LOCAL MUNICIPALITY**
NOTICE OF APPROVAL OF eMAHLAHLENI AMENDMENT SCHEME 1078

The Local Municipality of eMalahleni declares hereby in terms of the provisions of section 125 (1) of the Town-Planning and Townships Ordinance, 1986, that it has approved an amendment scheme, being an amendment of the eMalahleni Town-Planning Scheme, 1991, comprising the same land as included in the township Northfield.

Map 3 and the scheme clauses of the amendment scheme are filed with the Director, Department of Agriculture and Land Administration Mpumalanga Province, and the Municipal Manager, eMalahleni Local Municipality and are open for inspection at all reasonable times. This amendment is known as eMalahleni Amendment Scheme 1078 and shall come into operation on date of publication of this notice.

A.M. LANGA
MUNICIPAL MANAGER

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eMALAHLENI
1035

P.O. Box 3
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Order number: K02789

NOTICE 180 OF 2008

eMALAHLENI LOCAL MUNICIPALITY
PROCLAMATION OF THE TOWNSHIP MARELDEN EXTENSION 8

In terms of section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance No. 15 of 1986), the eMalahleni Local Municipality hereby declares the Township of Marelden Extension 8 to be an approved township, subject to the conditions as set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION FOR TOWNSHIP ESTABLISHMENT IN TERMS OF THE PROVISIONS OF CHAPTER V AND PORTION C OF CHAPTER III OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986) ON PORTION 1 OF THE FARM BLESBOKRUST NO 1203, REGISTRATION DIVISION J.S. PROVINCE MPUMALANGA, BY HORATIA INVESTMENTS 15(PTY) LTD (HEREINAFTER REFERRED TO AS THE TOWNSHIP APPLICANT) BEING THE REGISTERED OWNER OF THE LAND HAS BEEN APPROVED.

1. CONDITIONS OF ESTABLISHMENT

- (1) **NAME**
The name of the township shall be Marelden Extension 8.
- (2) **LAYOUT/DESIGN**
The township shall consist of erven and streets as indicated on General Plan SG nr. 140/2007.
- (3) **REMOVAL, REPOSITIONING, MODIFICATION OR REPLACEMENT OF MUNICIPAL SERVICES**
If, by reason of the establishment of the township, it should become necessary to remove, reposition modify or replace any existing municipal services, the cost thereof shall be borne by the township applicant.
- (4) **REMOVAL, REPOSITIONING MODIFICATION OF REPLACEMENT OF EXISTING ESKOM POWER LINES**
If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing power lines of ESKOM, the cost thereof shall be borne by the township applicant.
- (5) **AMENDMENT OF TOWN-PLANNING SCHEME**
The township applicant shall comply with the provisions of Section 125 of the Town-Planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986).

2. LAND USE CONDITIONS

CONDITIONS IMPOSED BY THE LOCAL AUTHORITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO. 15 OF 1986)

- (a) **ALL ERVEN**
The erf lies in an area where soil conditions can affect buildings and structures and result in damage to them. Building plans submitted to the local authority must show measures to be taken, in accordance with recommendations contained in the geotechnical report for the township, to limit possible damage to buildings and structures as a result of detrimental foundation conditions, unless it is proved to the local authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.
- (b) **ERVEN 83 TO 116**
The use zone of the erven shall be "Industrial 2".
- (c) **PRIVATE ROADS**
The use zone of all streets shall be "Private Roads 2".

3. CONDITIONS OF TITLE

- (1) **DISPOSAL OF EXISTING CONDITIONS OF TITLE**
All erven shall be made subject to the existing conditions and servitudes, if any, including the reservation of rights to mineral and real rights, but excluding the conditions set out hereinafter: -

(a) **PORTION 118 (A PORTION OF PORTION 53) OF THE FARM BLESBOKLAAGTE 296 JS**

(i) The following conditions shall be passed on to all the erven in the township due to the new dispensation in regards to mineral rights in terms of The Mineral and Petroleum Resources Development Act (No 28 of 2002):

1. *Subject to the following contracts registered against the said Portion 2 of the said farm Blesboklaagte No 29 in so far as they may affect this property to wit: -*

- a. *Deed of Cession No 1037/1896 dated the 9th December 1896 whereby all rights to coal, fire and other clays in respect of a portion of the said farm in extent according to the beacons and more fully described in the said Deed No T1037/1896 was ceded to William Edwards.*
- b. *Notarial Deed of Lease No 77/1908S whereby the right to Coal on portions of the said farm measuring respectively 206,4144 (Two hundred and six comma four one four four) hectares and 78,5525 (seven eight comma five five two five) hectares was leased to Middelburg Steam Coal and Coke Company Limited.*
- c. *Notarial Deed of Lease No 224/1909S dated 12th August 1909 whereby the right to coal, fire and other clays over portion of the said farm measuring 94,3570 (ninety four comma three five seven nought) hectares was leased to the Coronation Colliery Limited.*
- d. *Notarial Deed of Lease No 19/1910S dated the 4th January 1906 whereby the right to coal over portion of the said farm measuring 168,1815 (one hundred and sixty eight comma one eight one five) hectares was leased to the Middelburg Coal Farms and Estate Company Limited.*
- e. *Subject to Notarial Deed No 129/1914S whereby one-fifth share in and to all minerals, metals and precious stones in on and under portion of the said farm measuring 1686,6371 (one thousand six hundred and eighty six comma six three seven one) hectares, subject to certain reservations, has been donated to CATHARINA MARIA ALETTA MALAN, DANIEL JACOBUS ROELOF MALAN JR, JOHANNES LODEWICUS MALAN, CORNELIA JACOBA MALAN AND KAREL JOHANNES MALAN.*

B. *The following rights in respect of the said property shall remain vested in the Company: -*

- (i) *The right to all precious and base metals, precious stones and oil in and under the property, and all necessary facilities for exercising such right.*
- (ii) *All rights pertaining to the "Holder of Mineral Rights" under the Precious and Base Metals Act 1908 and any statutory amendment thereof.*
- (iii) *Any rights which may or become vested in the freehold "Owner" to share in any proceeds which may accrue to the State from the disposal of the rights to mine under the property for precious metals and precious stones.*
- (iv) *Should the Company or its successors in title, in exercising the rights referred to in sub-sections (i) and (ii) of this clause, disturb the Transferee in his quiet possession of the property, or cause any damage to the said property or to any buildings or other erections thereon, the Company or its Successors in Title shall compensate the Transferee for any loss or damage which he may sustain thereby, such compensation to be fixed by mutual agreement, or failing such agreement, by arbitration as provided for in the Arbitration Ordinance, 1904 of the Transvaal, or any*

amendment thereof or any law taking its place at the time of such arbitration.

(ii) The following condition, does not affect the township area due to the location thereof and because it fell into disuse: -

3. *The owner of the remaining extent of Portion 3 of portion "a" of Portion 2 of the said farm Blesboklaagte measuring as such 91,2081 (ninety one comma two nought eight one) hectares (of which the property hereby transferred forms a portion) is entitled to a Right-of-Way 5 (five) metres wide for all or any purposes for which it is customary to use a right-of-way, along the line HJ and HB produced to Western boundary indicated on diagram SG No A1025/32 of portion F of Portion 3 of Portion "a" of Portion 2 of the said farm transferred under Deed of Transfer No. T10844/1934 with the right to the owner of the said portion F to use the Right-of-way for the same purposes, and with the right to the owner of the said Remaining Extent and to the owner of the said Portion F separately to grant written permission to third parties to use the said Right-of-Way for similar purposes, provided however that the owner of the said Remaining Extent and/or the owner of the said portion F shall not be liable to each other or to third parties to keep the said Right-of-Way in good order and condition, or for any damages arising from the use of the Right-of-way.*

(iii) The following conditions shall be passed onto to all the erven in the township:-

G. *By Notarial Deed of Servitude No. K 7070/2005 S, dated 27 September 2005, the withinmentioned property is subject to a temporary servitude of access to the properties for a minimum period of 5 (five) years from the date of sale being 28 July 2005 to conduct on-going borehole monitoring for soil contamination in favour of Sasol as more fully appear from the said Notarial Deed.*

(iv) The following conditions shall be cancelled simultaneously with the opening of the township register:

A. (i) *The said property shall be used solely for industrial purposes, but the Transferee shall be at liberty to erect such residential quarters as are necessary for the housing of employees connected with the industry to be carried on the said property, including the necessary compound or compounds for black employees. The Transferee undertakes that he will carry on his operations in such a manner that no nuisance will be caused to occupiers of adjoining properties.*

(ii) *The land shall not be subdivided without the written consent of the WITBANK COLLIERY LIMITED (hereinafter referred to as "the Company")*

D. *The Transferee undertakes to set aside a sufficient area of the ground purchased for the disposal of any effluent waters. The water to be disposed of by evenly distributing it over such area so as to prevent water logging and in such a manner so that it will not become a nuisance, the portion used for this purpose must be securely fenced so as to prevent access thereto by livestock. This provision shall apply until such time as it is possible for the Transferee to dispose of the effluent waters by means of municipal sewerage.*

E. *CONDITIONS A and D above shall operate in favour of the Company as the owner of the Remaining Extent of Portion 3 of Portion "a" of Portion 2 of the farm BLESBOKLAAGTE NO 29, district WITBANK measuring as such 85,6646 (eighty five comma six six four six) hectares, held under Deed of Transfer No T700/1923 dated the 27th January 1923, and of the Remaining Extent of the farm JOUBERTSRUST NO. 16, district WITBANK measuring as such 592, 6852 (five hundred and ninety two comma six eight five two) hectares, held under Deed of Transfer No. T5095/1898 dated the 26th September 1898.*

- (v) The following conditions, do not affect Erven in the township,
2. *The Transferee as owner of the property hereby transferred shall be permitted to make connections with the Railway Siding to which RAND CARBIDE LIMITED is entitled as owner of Portion N of the farm JOUBERTSRUST NO. 16, DISTRICT WITBANK, measuring 6,4896 (six comma four eight nine six) hectares held under Deed of Transfer No. T 6618/1927 dated the 11th June 1927 and by virtue of Notarial Deed No. 409/1929S registered in the Deeds Office, Pretoria on the 9th July 1929.*
 4. *C. Should the Transferee make arrangements with the Company and the Rand Carbide Limited for a connection from the railway siding if the Rand Carbide Limited, the Transferee agrees that the subsequent purchaser of ground in the vicinity of the said property shall be permitted to make connection with any railway sidings constructed by the Transferee on such reasonable terms and conditions as may be mutually agreed upon by the parties concerned.*
- (vi) The following condition, affects only Erven no 99, 100 and 101 in the township, as indicated on the general plan:
- F. *Subject to a pipeline servitude in favour of Gascor 6 metres wide, as will more fully appear from Notarial Deed K 4931/1995S, the centre line thereof indicated by line bcd on the general plan.*

(b) PORTION 23 OF THE FARM JOUBERTSRUST 310 JS

- (i) The following condition, affects all the Erven in the township:
- F. *By Notarial Deed of Servitude No. K 7070/2005 S, dated 27 September 2005, the withinmentioned property is subject to a temporary servitude of access to the properties for a minimum period of 5 (five) years from the date of sale being 28 July 2005 to conduct on-going borehole monitoring for soil contamination in favour of Sasol as more fully appear from the said Notarial Deed.*
- (ii) The following conditions only affect Erf 103 in the township:
3. *The Transferee as owner of the property hereby transferred shall be permitted to make connections with the Railway Siding to which RAND CARBIDE LIMITED is entitled as owner of Portion N of the said farm JOUBERTSTRUST measuring 6,4896 (six comma four eight nine six) hectares, held under Deed of Transfer No. 6618/1927 dated the 11th June 1927, and by virtue of Notarial Deed No. 409/29S registered in the Deeds Office, Pretoria.*
 - C. *Should the Transferee make arrangements with the Company and the Rand Carbide Limited for a connection from the railway siding if the Rand Carbide Limited, the Transferee agrees that the subsequent purchaser of ground in the vicinity of the said property shall be permitted to make connection with any railway sidings constructed by the Transferee on such reasonable terms and conditions as may be mutually agreed upon by the parties concerned*
- (iv) *The following conditions shall be cancelled prior to the opening of the township register:*
1. *Subject to a servitude of RIGHT-OF-WAY for the purpose of conducting electricity in favour of the ELECTRICITY SUPPLY COMMISSION, as will more fully appear from Notarial Deed No 504/1930S registered in the Deeds Office, Pretoria on the 1st August 1930.*
 2. *Subject to a right in favour of the GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (in its Department of Railway*

and Harbours) to lay pipe lines, as will more fully appear from Notarial Deed No 604/22S registered in the Deeds Office, Pretoria, on the 19th September 1922.

- A. (i) *The said property shall be used solely for industrial purposes, but the Transferee shall be at liberty to erect such residential quarters as are necessary for the housing of employees connected with the industry to be carried on the said property, including the necessary compound or compounds for black employees. The Transferee undertakes that he will carry on his operations in such a manner that no nuisance will be caused to occupiers of adjoining properties.*
- (ii) *The land shall not be subdivided without the written consent of the WITBANK COLLIERY LIMITED (hereinafter referred to as "the Company")*
- D. *The Transferee undertakes to set aside a sufficient area of the ground purchased for the disposal of any effluent waters. The water to be disposed of by evenly distributing it over such area so as to prevent water logging and in such a manner so that it will not become a nuisance, the portion used for this purpose must be securely fenced so as to prevent access thereto by livestock. This provision shall apply until such time as it is possible for the Transferee to dispose of the effluent waters by means of municipal sewerage.*
- E. *CONDITIONS A and D above shall operate in favour of the Company as the owner of the Remaining Extent of Portion 3 of Portion "a" of Portion 2 of the farm BLESBOKLAAGTE NO 29, district WITBANK measuring as such 85,6646 (eighty five comma six six four six) hectares, held under Deed of Transfer No T700/1923 dated the 27th January 1923, and of the Remaining Extent of the farm JOUBERTSRUST NO. 16, district WITBANK measuring as such 592, 6852 (five hundred and ninety two comma six eight five two) hectares, held under Deed of Transfer No. T5095/1898 dated the 26th September 1898.*
- (v) *The following condition, does not affect the township area due to the location thereof and/or because it fell into disuse: -*
4. *Subject to a servitude of right of way 18,89 metres in favour of the Remaining extent of the said farm JOUBERTSRUS measuring as such 592,6852 (five hundred and ninety two comma six eight five two) hectares held under Deed of Transfer No. 5095/1898 dated the 26th September 1898, and lettered A B e f on diagram SG No A 2082/1936 hereto annexed.*
- (vi) *The following conditions, which shall be passed on to all the erven in the township due to the new dispensation in regards to mineral rights in terms of The Mineral and Petroleum Resources Development Act (No 28 of 2002)*
- B. *The following rights in respect of the said property shall remain vested in the company: -*
- (i) *The right to all precious and base metals, precious stones and oil in and under the property, and all necessary facilities for exercising such right.*
- (ii) *All rights pertaining to the "Holder of Mineral Rights" under the Precious and Base Metals Act 1908 and any statutory amendment thereof.*
- (iii) *Any rights which may or become vested in the freehold "Owner" to share in any proceeds which may accrue to*

the State from the disposal of the rights to mine under the property for precious metals and precious stones.

- (iv) *Should the Company or its successors in title, in exercising the rights referred to in sub-sections (i) and (ii) of this clause, disturb the Transferee in his quiet possession of the property, or cause any damage to the said property or to any buildings or other erections thereon, the Company or its Successors in Title shall compensate the Transferee for any loss or damage which he may sustain thereby, such compensation to be fixed by mutual agreement, or failing such agreement, by arbitration as provided for in the Arbitration Ordinance, 1904 of the Transvaal, or any amendment thereof or any law taking its place at the time of such arbitration.*

(c) PORTION 110 (A PORTION OF PORTION 53) OF THE FARM BLESBOKLAAGTE 296 JS

- (i) The following conditions shall be passed on to the erven in the township due to the new dispensation in regards to mineral rights in terms of The Mineral and Petroleum Resources Development Act (No 28 of 2002)

A. *Subject to the following contracts registered against the said Portion 2 of the said farm "Blesboklaagte" No. 29 (Portion G of Portion 3 of Portion "a" whereof is hereby transferred) in so far as they may affect this property: -*

1. *Deed of Cession No 1037/1896 dated the 9th December 1896 whereby all right to coal, fire and other clays in respect of a portion of the said farm in extent according to beacons and more fully described in the said Deed No 1037/1896 was ceded to William Edwards.*
2. *Notarial Deed of Lease No 77/1908S whereby the right to coal on portions of the said farm measuring respectively 206,4144 (Two hundred and six comma four one four four) hectares and 78,5525 (seventy eight comma five five two five) hectares was leased to Middelburg Steam Coal and Coke Company Limited.*
3. *Notarial Deed of Lease No 224/1909S dated 12th August 1909 whereby the right to coal, fire and other clays over portion of the said farm measuring 94,3570 (ninety four comma three five seven nought) hectares was leased to the Coronation Colliery Limited.*
4. *Notarial Deed of Lease No 19/1910S dated the 4th January 1906 whereby the right to coal over portion of the said farm measuring 168,1815 (one hundred and sixty eight comma one eight one five) hectares was leased to the Middelburg Coal Farms and Estate Company Limited.*
5. *Subject to Notarial Deed No 129/1914S whereby one-fifth share in and to all minerals, metals and precious stones in on and under portion of the said farm measuring 1686,6371 (one thousand six hundred and eighty six comma six three seven one) hectares, subject to certain reservations, has been donated to CATHARINA MARIA ALETTA MALAN, DANIEL JACOBUS ROELOF MALAN JR, JOHANNES LODEWICUS MALAN, CORNELIA JACOBIA MALAN and KARL JOHANNES MALAN.*

B.

3. *The following rights in respect of the property, shall remain vested in the said WITBANK COLLIERY LIMITED, subject to any existing rights referred to in the Contracts mentioned above in so far as they may affect the said property:*

- (i) *The right to all precious and base metals, precious stones and oil in and under the property, and all necessary facilities for exercising such right.*
 - (ii) *All rights pertaining to the "Holder of Mineral Rights" under the Precious and Base Metals Act 1908 and any statutory amendment thereof.*
 - (iii) *Any rights which may be or Any become vested in the freehold "Owner" to share in any proceeds which may accrue to the State from the disposal of the rights to mine under the property for precious metals and precious stones.*
 - (iv) *Should the said WITBANK COLLIERY LIMITED or its successors in title, in exercising the rights referred to in sub-sections (i) and (ii) of this clause, disturb the Transferee in his quiet possession of the property, or cause any damage to the said property or to any buildings or other erections thereon, the said WITBANK COLLIERY LIMITED or its Successors in Title shall compensate the Transferee for any loss or damage which he may sustain thereby, such compensation to be fixed by mutual agreement, or failing such agreement, by arbitration as provided for in the Arbitration Ordinance, 1904 of the Transvaal, or any amendment thereof or any law taking its place at the time of such arbitration.*
- (ii) The following conditions does not affect the township, due to the location thereof, and because it fell into disuse: -
- A. 6. *The former Remaining Extent of Portion 3 of portion "a" of Portion 2 of the equitrent farm Blesboklaagte No 29 measuring as such 91,2081 (ninety one comma two nought eight one) hectares (whereof the property hereby transferred forms a portion) is entitled to a Right-of-Way over portion F of portion 3 of portion "a" of Portion 2 of the said farm, measuring 1,2835 (one comma two eight three five) hectares, transferred under Deed of Transfer No 10844/1934.*
- (iii) The following conditions shall be cancelled prior to the opening of the township register:
- B. 1 *The said property shall be used solely for industrial purposes, but the Transferee shall be at liberty to erect such residential quarters as are necessary for the housing of employees connected with the industry to be carried on the said property, including the necessary compound or compounds for black employees. The Transferee undertakes that he will carry on his operations in such a manner that no nuisance will be caused to occupiers of adjoining properties.*
 - 2. *The said property shall not be subdivided without the written consent of the WITBANK COLLIERY LIMITED..*
 - 5. *The Transferee undertakes to set aside a sufficient area of the ground purchased for the disposal of any effluent waters. The water to be disposed of by evenly distributing it over such area so as to prevent water logging and in such a manner so that it will not become a nuisance, the portion used for this purpose must be securely fenced so as to prevent access thereto by livestock. This provision shall apply until such time as it is possible for the Transferee to dispose of the effluent waters by means of municipal sewerage.*

6. *CONDITIONS 1 and 5 above shall operate in favour of the Company as the owner of the Remaining Extent of Portion 3, of Portion "a" of Portion 2 of the farm BLESBOKLAAGTE NO 29, district WITBANK measuring as such 74,9943 (seventy four comma nine nine four three) hectares, held under Deed of Transfer No T700/123 dated the 27th January 1923.*

(iv) The following conditions does not affect the township, due to the location thereof: -

B.

4. *Should the Transferee make arrangements with the said WITBANK COLLIERY LIMITED and the Rand Carbide Limited for a connection from the railway siding of the Rand Carbide Limited, the Transferee agrees that the subsequent purchaser of ground in the vicinity of the said property shall be permitted to make connection with any railway sidings constructed by the Transferee on such reasonable terms and conditions as may be mutually agreed upon by the parties concerned.*

7. *By Notarial Deed no 1155/1972 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 from the said Notarial Deed. The route of the said Escom servitude created under No 1155/1972S has now been defined as per Diagram No. A7543/1972 annexed to Notarial Deed No 1618/1973S.*

8. *By Notarial Deed No K3117/1982 the right has been granted to EVKOM to convey electricity over the property hereby conveyed together with ancillary rights, and subject to conditions, as will more fully appear from the said Notarial Deed.*

(v) The following condition, affects the all the erven in the township:

10. *By Notarial Deed of Servitude No. K 7070/2005 S, dated 27 September 2005, the withinmentioned property is subject to a temporary servitude of access to the properties for a minimum period of 5 (five) years from the date of sale being 28 July 2005 to conduct on-going borehole monitoring for soil contamination in favour of Sasol as more fully appear from the said Notarial Deed.*

(vi) The following condition, affects only Erven 97 to 99 in the township only, as indicated on the general plan:

9. *By Notarial Deed No. K4930/1995S dated the 5th June 1995 the within mentioned property is subject to a pipeline servitude in favour of Gascor 6 metres wide, the centre line indicated by line ab on the general plan, and which affects erven 97, 98 and 99.*

4. CONDITIONS IMPOSED IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NR. 15 of 1986)

A. All erven mentioned shall be subject to the following conditions:

(1) A servitude 2 metres wide along the rear (mid block) boundary; and servitude along any side boundaries with an minimum width of 1 metre, in favour of the local authority, for sewerage and other municipal purposes, and in the case of a panhandle erf, an additional servitude for municipal purposes 1 metre wide across the access portion of the erf, if and when required by the local authority: Provided that the local authority may waive compliance with the requirements of this servitude.

-
- (2) 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 1 metre thereof.
 - (3) 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.
- B. 1. Erven 97, 98 and 99 in the said township is subject to K4930/1995S as indicated on the general plan.
2. Erven 99, 100 and 101 in the said township is subject to K4931/1995S as indicated on the general plan.

NOTICE 181 OF 2008**eMALAHLENI LOCAL MUNICIPALITY**
NOTICE OF APPROVAL OF eMAHLAHLENI AMENDMENT SCHEME 1127

The Local Municipality of eMalahleni declares hereby in terms of the provisions of section 125 (1) of the Town-Planning and Townships Ordinance, 1986, that it has approved an amendment scheme, being an amendment of the eMalahleni Town-Planning Scheme, 1991, comprising the same land as included in the township Marelden Extension 8.

Map 3 and the scheme clauses of the amendment scheme are filed with the Director, Department of Agriculture and Land Administration Mpumalanga Province, and the Municipal Manager, eMalahleni Local Municipality and are open for inspection at all reasonable times. This amendment is known as eMalahleni Amendment Scheme 1127 and shall come into operation on date of publication of this notice.

A.M. LANGA
MUNICIPAL MANAGER

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Notice Number : 80/2008
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