



THE PROVINCE OF MPUMALANGA  
DIE PROVINSIE MPUMALANGA

## Provincial Gazette Provinsiale Koerant

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Vol. 23

NELSPRUIT  
30 SEPTEMBER 2016  
30 SEPTEMBER 2016

No. 2736

**We all have the power to prevent AIDS**



**Prevention is the cure**

**AIDS  
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DEPARTMENT OF HEALTH

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**IMPORTANT ANNOUNCEMENT*****Closing times for the ORDINARY WEEKLY*** **2016**  
***MPUMALANGA PROVINCIAL GAZETTE***

*The closing time is **15:00** sharp on the following days:*

- 13 May 2016, Friday for the issue of Friday 20 May 2016
- 20 May 2016, Friday for the issue of Friday 27 May 2016
- 27 May 2016, Friday for the issue of Friday 03 June 2016
- 03 June 2016, Friday for the issue of Friday 10 June 2016
- 09 June 2016, Thursday for the issue of Friday 17 June 2016
- 17 June 2016, Friday for the issue of Friday 24 June 2016
- 24 June 2016, Friday for the issue of Friday 01 July 2016
- 01 July 2016, Friday for the issue of Friday 08 July 2016
- 08 July 2016, Friday for the issue of Friday 15 July 2016
- 15 July 2016, Friday for the issue of Friday 22 July 2016
- 22 July 2016, Friday for the issue of Friday 29 July 2016
- 29 July 2016, Friday for the issue of Friday 05 August 2016
- 04 August 2016, Thursday for the issue of Friday 12 August 2016
- 12 August 2016, Friday for the issue of Friday 19 August 2016
- 19 August 2016, Friday for the issue of Friday 26 August 2016
- 26 August 2016, Friday for the issue of Friday 02 September 2016
- 02 September 2016, Friday for the issue of Friday 09 September 2016
- 09 September 2016, Friday for the issue of Friday 16 September 2016
- 16 September 2016, Friday for the issue of Friday 23 September 2016
- 23 September 2016, Friday for the issue of Friday 30 September 2016
- 30 September 2016, Friday for the issue of Friday 07 October 2016
- 07 October 2016, Friday for the issue of Friday 14 October 2016
- 14 October 2016, Friday for the issue of Friday 21 October 2016
- 21 October 2016, Friday for the issue of Friday 28 October 2016
- 28 October 2016, Friday for the issue of Friday 04 November 2016
- 04 November 2016, Friday for the issue of Friday 11 November 2016
- 11 November 2016, Friday for the issue of Friday 18 November 2016
- 18 November 2016, Friday for the issue of Friday 25 November 2016
- 25 November 2016, Friday for the issue of Friday 02 December 2016
- 02 December 2016, Friday for the issue of Friday 09 December 2016
- 08 December 2016, Thursday for the issue of Friday 16 December 2016
- 15 December 2016, Thursday for the issue of Friday 23 December 2016
- 22 December 2016, Thursday for the issue of Friday 30 December 2016

## LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2016**

### NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

### EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.gpwonline.co.za](http://www.gpwonline.co.za)

All re-submissions will be subject to the standard cut-off times.

**All notices received after the closing time will be rejected.**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 12h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 12h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 12h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****NOTICE SUBMISSION PROCESS**

3. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za).
4. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
5. The completed electronic *Adobe* form has to be submitted via email to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
6. Each notice submission should be sent as a single email. The email should contain **all documentation relating to a particular notice submission**, each as a separate attachment:
  - 6.1. Electronically completed *Adobe* form, specific to the type of notice that is to be placed.
    - 6.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
    - 6.1.2. The notice content (body copy) **MUST** be a separate attachment.
  - 6.2. Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
  - 6.3. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should also be attached as a separate attachment. (See specifications below, point 11).
  - 6.4. Any additional notice information if applicable.
7. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
8. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
9. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
10. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

11. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
  - 11.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
  - 11.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

12. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
13. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

**AMENDMENTS TO NOTICES**

14. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

**REJECTIONS**

15. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)). Reasons for rejections include the following:
  - 15.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
  - 15.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
  - 15.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
  - 15.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.



**GOVERNMENT PRINTING WORKS - BUSINESS RULES****APPROVAL OF NOTICES**

16. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
17. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

18. The Government Printer will assume no liability in respect of—
  - 18.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - 18.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
  - 18.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

**LIABILITY OF ADVERTISER**

19. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

**CUSTOMER INQUIRIES**

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

**GPW** has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

20. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
21. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

22. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
23. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
24. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
25. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
26. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
27. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

28. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za) free of charge, should a proof of publication be required.
29. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*.

## GOVERNMENT PRINTING WORKS CONTACT INFORMATION

#### Physical Address:

**Government Printing Works**  
149 Bosman Street  
Pretoria

#### Postal Address:

Private Bag X85  
Pretoria  
0001

#### GPW Banking Details:

**Bank:** ABSA Bosman Street  
**Account No.:** 405 7114 016  
**Branch Code:** 632-005

**For Gazette and Notice submissions:** Gazette Submissions:

**For queries and quotations, contact:** Gazette Contact Centre:

**E-mail:** [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za)

**E-mail:** [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)

**Tel:** 012-748 6200

**Contact person for subscribers:** Mrs M. Toka:

**E-mail:** [subscriptions@gpw.gov.za](mailto:subscriptions@gpw.gov.za)

**Tel:** 012-748-6066 / 6060 / 6058

**Fax:** 012-323-9574

## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

### NOTICE 137 OF 2016

#### **Emalahleni Land Use Management Scheme, 2010 Amendment Scheme No: 2109; 2136; 2134; 2113.**

MIM planning Group (Pty) Ltd, being the authorized agent of the registered owners of the erven described below, hereby give notice in terms of section 56 (1) (b) (i) of the Town Planning and Township Ordinance, 1986 (Ordinance 15 of 1986) read together with Spatial Planning and Land Use Management Act 2013 (Act 16 of 2013), that we have applied to the Emalahleni Local Municipality for the Amendment of Land Use Scheme, known as Emalahleni Land Use scheme, 2010 by the rezoning of the following properties:

1. Amendment Scheme Number: 2109: Rezoning of Erf 1290 Reyno Ridge Extension 4 from "Residential 1" to "Institutional" and a simultaneous removal of restrictive conditions for the purpose of a crèche
2. Amendment Scheme Number: 2136: Rezoning of Erf 259 Witbank EXT from 'Residential 1' to "Residential 4" for the purpose of Residential buildings
3. Amendment Scheme Number: 2134: Rezoning of Erf 233 Tasbet Park from 'Residential 1' to "Residential 4" for the purpose of Residential buildings
4. Amendment Scheme Number: 2113: Rezoning of Erf 1272 from "Residential 1" to "Business 3" and a simultaneous removal of restrictive conditions for the purpose of a hotel.

Particulars of the applications will lie for inspection during normal office hours at the office to Town Planner, 1 Mandela Avenue Witbank, Emalahleni Local Municipality for the period of 28 days from the first day of the notice (23 September 2016). Objectives and/or comments or representation in respect of the applications must be lodged with or made in writing to the municipality at the above address or at Emalahleni Local Municipality, P O Box 03, Emalahleni, 1035 within 28 days from the date of first publication (23 September 2016). Address of the applicant: MIM Planning Group, First Floor, Witbank Sentrum 132, 40 MANDELA DR, WITBANK, Mpumalanga, 1035 Cell: 079 7 33 5272 E-mail: mmlplanning1@gmail.com/ mokwenadoc@gmail.com

23–30

### KENNISGEWING 137 VAN 2016

#### **Emalahleni Grondgebruikskema, 2010 Wysigingskema No: 2109, 2136; 2134; 2113.**

MLM Planning Group (Pty) Ltd, synde die gemagtigde agent van die geregistreerde eienaars van die erwe hieronder beskryf, gee hiermee ingevolge artikel 56 (1) (b) (i) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986) saamgelees met Ruimtelike Beplanning en Grondgebruikbestuur Wet 2013 (Wet 16 van 2013), kennis dat ons by die Emalahleni Plaaslike Munisipaliteit aansoek gedoen het om die wysiging van Grondgebruikskema, bekend as Emalahleni Grondgebruikskema, 2010 deur die hersonering van die volgende eiendomme:

1. Wysigingskema nommer: 2109: Die hersonering van Erf 1290 vanaf "Residensiële 1" na "Inrigting" en 'n gelyktydige opheffing van beperkende voorwaardes vir die doel van 'n crèche.
2. Wysigingskema nommer: 2136: Die hersonering van Erf 259 Witbank EXT vanaf "Residensiële 1" na "Residensiële 4" en gelyktydige opheffing van beperkende voorwaardes vir die doel van residensiële geboue
3. Wysigingskema nommer: 2134: Die hersonering van Erf 233 Tasbet Park vanaf "Residensiële 1" na "Residensiële 4" en gelyktydige opheffing van beperkende voorwaardes vir die doel van residensiële geboue
4. Wysigingskema nommer: 2113: Die hersonering van Erf 1272 vanaf "Residensiële 1" na "Besigheid 3" en 'n gelyktydige opheffing van beperkende voorwaardes vir die doel van 'n hotel,

Besonderhede van die aansoek le te insae gedurende gewone kantoorure by die kantoor aan die Stadsbeplanner, 1 Mandelarylaan Witbank, Emalahleni Plaaslike Munisipaliteit vir die tydperk van 28 dae vanaf die eerste dag van die kennisgewing (23 September 2016). Doelwitte en / of kommentaar of versoë ten opsigte van die aansoek moet sodanige beswaar of voorlegging op skrif aan die munisipaliteit by die bovermelde adres of by Emalahleni Plaaslike Munisipaliteit, P O Box 03, Emalahleni, 1035 binne 28 dae vanaf die datum van eerste publikasie (23 September 2016).. Adres van die aansoeker: MLM Planning Group, First Floor, Witbank Sentrum 132, 40 MANDELA DR, WITBANK, Mpumalanga, 1035 Cell: 079 7 33 5272 E-mail: mmlplanning1@gmail.com/ mokwenadoc@gmail.com

23–30

**NOTICE 138 OF 2016****ERMELO AMENDMENT SCHEMES 648, 711, 717 & 722**

**NOTICE OF APPLICATION FOR AMENDMENT OF THE ERMELO TOWN PLANNING SCHEME, 1982 IN TERMS OF SECTION 56(1)(b)(i) OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15/1986), READ TOGETHER WITH THE REGULATIONS OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 16 OF 2013, (SPLUMA).**

We, Reed & Partners Land Surveyors being the authorised agent of the owners of the respective properties described, hereby give notice in terms of section 56(1)(b)(i) of the Town Planning and Townships Ordinance, 1986, read together with Act 16 of 2013, SPLUMA, that we have applied to the Municipality of Msukaligwa for the amendment of the Town Planning Scheme known as Ermelo Town Planning Scheme 1982 by the rezoning of the properties described hereunder, as follows:

**1. ERMELO AMENDMENT SCHEME 648:**

By the rezoning of Erf 847 Ermelo Extension 3, situated at 4 Vlok Street, Ermelo from "Residential 1" to "Residential 3".

**2. ERMELO AMENDMENT SCHEME 711:**

By the rezoning of Erf 3317 Ermelo Extension 14, situated at the corner of Pres. Fouché Avenue and Hennie Marais Street, Ermelo, from "Residential 1" to "Residential 3".

**3. ERMELO AMENDMENT SCHEME 717:**

By the rezoning of Portion 21 of Bührmanns Tafelkop No. 135-IT, situated at the north-eastern side of Ermelo Township from "Agriculture" to "Tavern".

**4. ERMELO AMENDMENT SCHEME 722:**

By the rezoning of Erf 9801 Ermelo Extension 18, situated at 9801 Flora Street, Ermelo Extension 18 from "Residential 1" to "Residential 3".

Particulars of the applications will lie for inspection during normal office hours at the office of the Municipal Manager, Civic Centre, Taute Street, Ermelo for the period of 28 days from 29 September 2016.

Objections to or representations in respect of the applications must be lodged with or made in writing to the Municipal Manager at the above address or at P.O. Box 48, Ermelo, 2350 within a period of 28 days from 29 September 2016.

Address of agent: Reed & Partners, Professional Land Surveyors, P.O. Box 132, Ermelo, 2350, Tel. No. 017 – 811 2348.

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**KENNISGEWING 138 VAN 2016****ERMELO WYSIGINGSKEMAS 648, 711, 717 & 722**

**KENNISGEWING VAN AANSOEK OM WYSIGING VAN DIE ERMELO DORPSBEPLANNINGSKEMA, 1982 INGEVOLGE ARTIKEL 56(1)(b)(i) VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986 (ORDONNANSIE 15 VAN 1986), SAAMGELEES MET DIE BEPALINGS VAN DIE RUIMTELIKE BEPLANNING EN GRONDGEBRUIKSBESTUUR WET, 16 VAN 2013.**

Ons, Reed & Vennote Landmeters synde die gemagtigde agent van die eienaars van die onderskeie eiendomme hieronder beskryf, gee hiermee ingevolge artikel 56(1)(b)(i) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, saamgelees met Wet 16 van 2013, kennis dat ons by die Munisipaliteit van Msukaligwa aansoek gedoen het om die wysiging van die dorpsbeplanningskema bekend as Ermelo Dorpsbeplanningskema 1982 deur die hersonering van die eiendomme hieronder beskryf, soos volg:

**1. ERMELO WYSIGINGSKEMA 648:**

Deur die hersonering van Erf 847 Ermelo Uitbreiding 3, geleë te Vlokstraat 4, Ermelo van "Residensieel 1" na "Residensieel 3".

**2. ERMELO WYSIGINGSKEMA 711:**

Deur die hersonering van Erf 3317 Ermelo Uitbreiding 14, geleë op die hoek van Pres. Fouchélaan en Hennie Maraisstraat, Ermelo van "Residensieel 1" na "Residensieel 3".

**3. ERMELO WYSIGINGSKEMA 717:**

Deur die hersonering van Gedeelte 21 van Bührmanns Tafelkop No. 135-IT, geleë aan die noord-oostekant van Ermelo Dorp van "Landbou" na "Restaurant".

**4. ERMELO WYSIGINGSKEMA 722:**

Deur die hersonering van Erf 9801 Ermelo Uitbreiding 18, geleë te Florastraat 9801, Ermelo Uitbreiding 18 van "Residensieel 1" na "Residensieel 3".

Besonderhede van die aansoeke lê ter insae gedurende gewone kantoorure by die kantoor van die Munisipale Bestuurder, Burgersentrum, Tautestraat, Ermelo vir 'n tydperk van 28 dae vanaf 29 September 2016.

Besware teen of verhoë ten opsigte van die aansoeke moet binne 'n tydperk van 28 dae vanaf 29 September 2016 skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 48, Ermelo, 2350 ingedien of gerig word.

Adres van agent: Reed & Vennote, Professionele Landmeters, Posbus 132, Ermelo, 2350, Tel. Nr. 017 – 811 2348.

30-7



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**PROCLAMATION • PROKLAMASIE**

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**PROCLAMATION 68 OF 2016****DECLARATION AS AN APPROVED TOWNSHIP**

The Nkangala District Municipality declares hereby in terms of Section 103 (1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), Dunkeld Village to be an approved township subject to the conditions set out in the schedule hereto.

**SCHEDULE**

**STATEMENT OF CONDITIONS UNDER WHICH THE APPLICATION MADE BY CHRISTIAN INVESTMENT TRUST NR 10121/96 (HEREINAFTER REFERRED TO AS THE APPLICANT) IN TERMS OF THE PROVISIONS OF PART C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 19 (A PORTION OF PORTION 18) OF THE FARM ELANDSHOEK 100 JT HAS BEEN APPROVED**

**1. CONDITIONS OF ESTABLISHMENT (CONDITIONS WHICH WILL BE APPLICABLE TO THE APPROVED TOWNSHIP IN TERMS OF SECTION 103 OF ORDINANCE 15 OF 1986)**

**1.1.1 NAME**

The name of the township shall be Dunkeld Village

**1.1.2 DESIGN**

The township shall consist of erven and streets as indicated on S G No 1225/2015

**1.1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE**

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

**1.1.4 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES**

Should it become necessary to move or replace any existing municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

**1.1.5 DEMOLITION OF BUILDINGS AND STRUCTURES**

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

**1.1.6 REMOVAL OF LITTER**

The township owner shall at his own expense have all litter within the township area removed to the satisfaction of the Municipality, when required to do so by the Municipality.

**1.1.7 REMOVAL AND /OR REPLACEMENT OF ESKOM POWER LINES**

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.



**1.1.8 REMOVAL AND/OR REPLACEMENT OF TELKOM SERVICES**

Should it become necessary to remove and/or replace any existing TELKOM services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

**1.1.9 COMPLIANCE WITH CONDITIONS IMPOSED IN TERMS OF NEMA**

The township owner shall at his own expense comply with all the conditions imposed, by the Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs, in terms of the National Environmental Management Act 1998 (As amended).

**2. CONDITION OF TITLE****2.1 THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986)****2.1.1 ALL ERVEN**

- a) The erf shall be subject to a servitude, 2m wide, for municipal services (water, sewer, electricity and storm water) (hereinafter referred to as "the services"), in favour of the Municipality, along any two boundaries except a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide, over the entrance portion of the erf, if and when required by the Municipality: Provided that the municipality may waive any such servitude.
- b) No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2m from it.
- c) The Municipality shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during the laying, maintenance or removal of such services and other works which in its discretion it regards necessary, and furthermore the Municipality shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.

**3. CONDITIONS WHICH, IN ADDITION TO THE EXISTING PROVISIONS OF THE RULING TOWN-PLANNING SCHEME, HAVE TO BE INCORPORATED IN THE TOWN-PLANNING SCHEME, IN TERMS OF SECTION 125 OF ORDINANCE 15 OF 1986****3.1 Erf No 1 - "Special"**

- 3.1.1 The erf shall be used for holiday residential dwelling units, a gate house complex of 220m<sup>2</sup>, recreational buildings and facilities and uses incidental thereto.
- 3.1.2 Density: A total number of 38 holiday dwelling units may be erected.
- 3.1.3 Coverage: According to an approved Site Development Plan.
- 3.1.4 F.A. R: According to an approved Site Development Plan.
- 3.1.5 The height of the buildings shall not exceed 2 storeys.



- 3.1.6. Building lines: 10 meters on all erf boundaries which may be relaxed on the approval of a site development plan.
- 3.1.7 Effective, paved and demarcated parking spaces together with the necessary manoeuvring area, shall be provided on the erf to, the satisfaction of the Local Authority.

### **3.2 Erf No 2: "Special" for conservation purposes**

- 3.2.1 The erf shall be used solely as an open space and nature area and such purposes incidental thereto as may be allowed in the Record of Decision.
- 3.2.2 The erf is subject to a right of way servitude as shown on the General Plan.

### **3.3 General Conditions: Applicable to all erven**

- 3.3.1 All the conditions contained in the Record of Decision from Mpumalanga Department of Agriculture, Rural Development , Land and Environmental Affairs, be complied with.
- 3.3.2 All the requirements of the Department of Water and Sanitation must be adhered to.
- 3.3.3 Ingress and egress from the site shall be provided to the satisfaction of the Local Municipality.
- 3.3.4 A site development plan shall be submitted and approved before any building plans may be submitted for approval and the total development of the erven shall be in accordance with the approved site development plan.
- 3.3.5 The erven in the township lie in an area where soil conditions can affect and damage buildings and structures. Building plans submitted to the local authority for approval shall indicate measures to be taken, to limit possible damage to buildings and structures as a result of detrimental foundation conditions. These measures shall be in accordance with the recommendation contained in the Geo-technical report for the township, 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.

M. M. Skosana  
Municipal Manager  
Nkangala District Municipality

#### **LOCAL AUTHORITY NOTICE EMAKHAZENI LAND USE AMENDMENT SCHEME**

The Nkangala District Municipality hereby in terms of the provisions of Section 125 of the Town-Planning and Township Ordinance, 1986, declares that it has approved an amendment scheme, being an amendment of the Emakhazeni Land Use Scheme comprising of the same land as included in the Township of Dunkeld Village.

Map 3 and the Scheme Clauses of the amendment scheme are filed with the office of the Municipal Manager, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg and are open for inspection at all reasonable times.

This amendment shall come into operation on date of publication hereof.

M. M. Skosana    Municipal Manager  
Nkangala District Municipality

**PROCLAMATION 69 OF 2016**  
**CITY OF MBOMBELA LOCAL MUNICIPALITY**  
**NELSPRUIT AMENDMENT SCHEME 2006**

The Mbombela Local Municipality hereby, in terms of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) declares that it has approved an amendment scheme, being an amendment of the Nelspruit Town Planning Scheme, 1989, comprising of the same land as included in the Township of Ngodwana Extension 2

Map 3's and the scheme clauses of the amendment scheme are filed with the Director of the Mpumalanga Department of Agriculture, Rural Development and Land Administration, Nelspruit and the offices of the Municipal Manager, City of Mbombela Local Municipality, Civic Centre, Nel Street, Nelspruit and are open for inspection at all reasonable times.

The amendment is known as Nelspruit Amendment Scheme 2006 and shall come into operation on date of publication hereof.

A copy of this notice will be provided in Afrikaans or Siswati to anyone requesting such in writing within 30 days of this notice.

N M SEANEGO  
MUNICIPAL MANAGER  
Mbombela Local Municipality  
P O Box 45  
NELSPRUIT  
1200

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**CITY OF MBOMBELA LOCAL MUNICIPALITY**  
**DECLARATION OF NGODWANA EXTENSION 2 AS APPROVED TOWNSHIP**

In terms of Section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the City of Mbombela Local Municipality hereby declares the township of Ngodwana Extension 2 to be an approved township, subject to the conditions as set out in the Schedule hereto.

**SCHEDULE**

**CONDITIONS UNDER WHICH THE APPLICATION MADE BY SAPPI SOUTHERN AFRICA LIMITED (HEREINAFTER REFERRED TO AS THE APPLICANT) IN TERMS OF THE PROVISIONS OF CHAPTER III (PART C) OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTIONS 4 & 9, REMAINDER OF PORTIONS 10,42, PART OF THE REMAINDER OF PORTION 36 & REMAINDER OF THE FARM GROOTGELUK 477-JT, A PART OF THE REMAINDER OF THE FARM ROODEWAL 470-JT, THE FARM ELANDSFONTEIN 447-JT, PORTIONS 1,2,3 & 4 OF THE FARM ELANDSFONTEIN 471-JT, PROVINCE OF MPUMALANGA**

**2.1NAME**

The name of the township shall be Ngodwana Extension 2.

**2.2DESIGN**

The township shall consist of erven and streets as indicated on the **General plan S.G No 27/2016**



## 2.3 ACCESS

The ingress and egress from N4 and D799 shall be to the satisfaction of Mbombela Local Municipality.

## 2.4 RECEIVING AND DISPOSAL OF STORMWATER

2.4.1 The township owner shall arrange the stormwater drainage of the township in such a way as to fit in with that of the existing Road and he shall receive and dispose of the storm water running off or being diverted from the road.

- i. The township owner shall submit for the Mbombela Local Municipality's approval a detailed scheme complete with plans, sections and specifications prepared by a civil engineer who is a member of SAACE for the collection and disposal of storm water throughout the township by means of properly constructed works and for the construction, tarmacadamising, kerbing channelling of the streets therein together with the provisions of retaining walls as may be considered necessary by the Mbombela Local Municipality.
- ii. Furthermore, the scheme shall indicate the route and gradient by which each erf gains access to the street on which it abuts.
- iii. The township owner shall carry out the approved scheme at its own expense on behalf and to the satisfaction of the Mbombela Local Municipality under the supervision of a civil engineer who is a member of SAACE.
- iv. The township owner shall be responsible for the maintenance of the streets to the satisfaction of the Mbombela Local Municipality until the streets have been constructed as set out in sub-clause 2.4.1.(i)
- v. If the township owner fails to comply with the provisions of paragraphs 2.4.1.(i), 2.4.1.(ii) and 2.4.1.(iii) hereof, the Mbombela Local Municipality shall be entitled to execute the work at the cost of the owner.

- 2.4.2 Storm water runoff will be controlled by means of general on-site retention facilities of sufficient capacity to accommodate increased surface flow caused by impermeable surfaces due to township development, in order to ensure that the volume and intensity of runoff will not exceed the storm water runoff experienced before the development of the township. In low density residential township developments the retention function must be accommodated as an element within the storm water drainage system of the township and if necessary land must be demarcated for this purpose. In the case of high density residential, business, industrial or commercial stands on-site retention or collective retention measures can be considered.

## 2.5 REMOVAL AND/OR REPLACEMENT OF MUNICIPAL SERVICES

2.5.1 Should it become necessary to remove, alter or replace any municipal services as a result of the establishment of the township, the cost thereof shall be borne by the township owner;

2.5.2 The detail designs for new services has to be approved by the Council's Engineering Department

## 2.6 ERECTION OF FENCE OR OTHER PHYSICAL BARRIER

The township owner shall at his own expense erect a fence or other physical barrier to the satisfaction of the Mbombela Local Municipality, as and when required by him to do so, and the township owner shall maintain such fence or physical barrier in a good state of repair until such time as this responsibility is taken over by the Mbombela Local Municipality.

## 2.7 REMOVAL OF LITTER

The township owner shall at his own expense have all litter within the township area removed to the satisfaction of the Mbombela Local Municipality.

## 2.8 REMOVAL AND/OR REPLACEMENT OF ESKOM POWER LINES

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

## 2.9 REMOVAL AND/OR REPLACEMENT OF TELKOM SERVICES

Should it become necessary to remove and/or replace any existing TELKOM services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

## 2.10 RESPONSIBILITIES IN RESPECT OF ESSENTIAL SERVICES

The township owner shall provide all essential services in terms of the provisions of sections 116 to 121 of Ordinance 15 of 1986 prior to the registration of any stands in the township.

## 2.11 PROTECTION OF STAND PEGS

The township owner shall comply with the requirements with regard to the protection of boundary pegs as determined by the Mbombela Local Municipality in this regard, when required to do so by the Mbombela Local Municipality.

## 2.12 DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner must at his own costs demolish all existing buildings and structures that are located within building restriction areas, side spaces of common boundaries to the satisfaction of Mbombela Local Municipality.

## 2.13 SIGNAGE

The applicant shall at his own expense erect the required signs to the satisfaction of the Mbombela Local Municipality and the township owner shall maintain such signage in a good state of repair, until such time as his responsibility is taken over by the Mbombela Local Municipality.

## 2.14 COMPLIANCE WITH CONDITIONS IMPOSED BY MPUMALANGA DEPARTMENT OF AGRICULTURE AND LAND ADMINISTRATION, ENVIRONMENTAL IMPACT MANAGEMENT, CONTAINED IN R.O.D

The township owner shall at his own expense comply with all the conditions imposed, by which the Mpumalanga Department of Agriculture and Land Administration: Environmental Management- Ehlanzeni District Office has granted the applicant authorisation to undertake a listed activity on the property in terms of Schedule 1, item 2(c) of Government Notice No. 1182 of 5 September 1997, promulgated in terms of Sections 21, 22 and 26 of the Environmental Conservation Act, 1989 (Act 73 of 1989). Development of this township must be strictly in accordance with the Record of Decision issued by the Department of Agriculture and Land Administration: Environmental Management- Ehlanzeni District Office in respect of this township.

## 2.15 COMPLIANCE TO CONDITIONS CONTAINED IN GEO-TECHNICAL REPORT

Development of this township must be strictly in accordance with the recommendations contained in the geo-technical report compiled for this township.

## 2.16 CONDITIONS WHICH ARE BINDING AND MUST BE CONFORMED TO BY THE TOWNSHIP ESTABLISHER OR SUBSEQUENT OWNER IN TITLE

Any written condition imposed by Mbombela Local Municipality, a Non-Governmental or Governmental Organization to which this township establishment application was referred to in terms of the requirements of Ordinance 15 of 1986, or to which Mbombela Local Municipality specifically requested that the application must be referred to, in respect of this township must be conformed to by the Township Establisher or any subsequent owners in title of stands within the township, to the satisfaction of that organization which originally set such condition. Any such condition remains legally binding in perpetuity upon the Township Establisher or any subsequent owners in title of stands within the township individually and/or collectively until it has been fulfilled or accomplished to the satisfaction of the organization which imposed such condition.

## 2.17 DISPOSAL OF EXISTING CONDITIONS OF TITLE

2.17.1 All erven shall be made subject to existing conditions and servitudes, if any, as well as the following conditions which must be carried over to the erven in the township:

- i Remaining extent of the farm Grootgeluk no 477 registration division J.T. Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A, Page 2: Portion 3 of the farm, measuring 2117,8039 hectares (a portion whereof is hereby transferred) is entitled to a Servitude of Abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga (formerly No. 143 Barberton) and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S

Title Condition B, Page 2 & 3: The property hereby transferred is subject to joint servitudal rights to a aqueduct in respect of the aforementioned canal in favour of Portion 4 (a portion of Portion 3) of the said farm, measuring 18,2251 hectares and in favour of Portion 8 (a portion of Portion 3) of the said farm, measuring 20,2999 hectares held by the abovementioned transferor under Certificate of Registered Title No. T4534/1957 dated the 28<sup>th</sup> of February 1957 and T18014/ 1958 dated the 16<sup>th</sup> July 1958, respectively for the passage along the said canal of such proportionate share of water to which the said two portions are presently entitled to or as may hereafter be apportioned to them in terms of the provisions of the Water Act No. 54 of 1956.

Title Condition E, Page 3 & 4: Subject to right granted to Electricity Supply Commission [ESKOM] to convey electricity over the property hereby transferred and erect a substation together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K2792/1974S registered on 12<sup>th</sup> November 1974

Title Condition F, Page 4: subject to the right granted to Electricity Supply Commission [ESKOM] to convey and distribute electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K1384/1983S registered on 24<sup>th</sup> May 1983 over an area of approximately 700 square meters

Title Condition G, Page 4: Subject to right granted to Electricity Supply Commission [ESKOM] to convey electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K2903/1991S registered on 26<sup>th</sup> June 1991 and indicated by the line aBCd on diagram S.G. no A891/1989

- ii Portion 4 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A, Page 14: Subject to Condition (A) as more fully set out in Paragraph 1 hereof. (*Portion 3 of the farm, measuring 2117,8039 hectares (a portion whereof is hereby transferred) is entitled to a Servitude of Abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga (formerly No. 143 Barberton) and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S*)

Title Condition B, Page 14: Entitled jointly with Portion 8 (a portion of Portion 3) of the said farm Grootgeluk no 477, Registration Division J.T., Mpumalanga. As held under Certificate of Registered Title T18014/1958 dated 16<sup>th</sup> July 1958, to servitudal rights of aqueduct over the Remaining Extent of Portion 3 of the within farm, measuring as such 1579,1088 Hectares, as held under Deed of Transfer T27937/63, and as will more fully appear from the latter deed.

Title Condition C, Page 14: Subject to right granted to ESKOM to convey electricity over the property hereby transferred with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K1245/83S registered on 5<sup>th</sup> May 1983

- iii Portion 9 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A, Page 6: Subject to Condition (A) as more fully set out in Paragraph 1 hereof. *(Portion 3 of the farm, measuring 2117,8039 hectares (a portion whereof is hereby transferred) is entitled to a Servitude of Abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga (formerly No. 143 Barberton) and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S)*

Title Condition D, Page 6: Subject to right granted to Electricity Supply Commission [ESKOM] to convey electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K2791/1974S registered on 12<sup>th</sup> November 1974

Title Condition E, Page 6: By virtue of Notarial Deed K2550/1975S, dated 4 September 1975, the line of route indicated on Diagram S.G. No. S2444/1966 annexed to Notarial Deed K2791/1974S has been cancelled and substituted as will more fully appear on reference to the said Notarial Deed and Diagram.

Endorsement, Page 32: The within mentioned property is subject to a power line servitude in favour of ESKOM together with ancillary rights as will appear from Notarial Deed of Servitude K2306/2002S

iv Remaining Extent of Portion 10 (a portion of Portion 5) of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A (Read with Condition D on page 5), Page 8: Subject to Condition C-E inclusive as more fully set out under paragraph 2 hereof.

*(Portion 3 of the farm Grootgeluk (a portion whereof is hereby transferred) is entitled to a Servitude of abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S)*

Title Condition A (Read with Condition E (a) on page 5), Page 8: Subject to Condition C-E inclusive as more fully set out under paragraph 2 hereof.  
(The said Holding is in terms of Notarial Deed No. 170/1960S:

(a) Subject and entitled to rights and obligations relating to water from such furrow;)

Title Condition D, Page 9: Subject to right granted to Electricity Supply Commission [ESKOM] to convey electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K2791/1974S registered on 12<sup>th</sup> November 1974

Title Condition E, Page 9: Subject to right granted to ESKOM to convey electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude No K1245/1983S registered on 5<sup>th</sup> May 1983

Endorsement, Page 32: The within mentioned property is subject to a power line servitude in favour of ESKOM together with ancillary rights as will appear from Notarial Deed of Servitude K2306/2002S

v Remaining Extent of Portion 36 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition B, Page 9 & 10: The former Portion 20 (a portion of Portion 5) of the said farm (indicated on diagram S.G. No. A4214/67 by the figure xCDEFGjheNOPcbads'r'q'm'l'WXg'f'c'zyx but exclude the figure tlmnopqst) together with former

Portion 21 (indicated on Diagram S.G. No. A4214/67 by figure abcPQda).  
Portion 22 (indicated on Diagram S.G. No. A4214/67 by figure KLMeIK)  
Portion 23 (indicated on Diagram S.G. No. A4214/67 by figure HJKfgH)  
Portion 26 (indicated on Diagram S.G. No. A4214/67 by figure krstk)  
Portion 28 (indicated on Diagram S.G. No. A4214/67 by figure vxyza'b'v)  
Portion 29 (indicated on Diagram S.G. No. A4214/67 by figure b'a'c'd'e'ZA'b')  
Portion 30 (indicated on Diagram S.G. No. A4214/67 by figure c'l'g'Ye'd'c')  
Portion 33 (indicated on Diagram S.G. No. A4214/67 by figure m'o'p'STn')  
Portion 34 (indicated on Diagram S.G. No. A4214/67 by figure o'q'r's'Rp'o')  
Portion 35 (indicated on Diagram S.G. No. A4214/67 by figure ABuwC'D'A)

all of which from portion of Portion 5 of the said farm are subject to the following condition:

Portion 3 of the farm Grootgeluk No. 477, Registration Division J.T., Mpumalanga (a portion whereof is hereby transferred) is entitled to a Servitude of abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S

Title Condition D, Page 10, 11 & 12: The property hereunder held is subject to the following conditions more fully set out in Notarial Deed No. 170/1960S in which Notarial Deed the hereinafter mentioned rights, privileges and obligations are created and imposed against all the property (formerly the settlement known as Ngodwana Agricultural Holdings, excluding 86, 87 & 88 already transferred to the Government in order to give effect to a scheme of irrigation whereby all the aforesaid holdings excluding the aforesaid holds 86, 87 & 88) shall become entitled to the delivery of water from the Elands River.

- (a) The remaining extent of Portion 5 (a portion of Portion 3) of the aforesaid farm Grootgeluk No. 477, measuring as such 499,0229 hectares on which the former holdings had been laid out, is subject to the existing main canal or to such diversion thereof as circumstances may require and to such lateral furrows as have been or may be constructed in order to give effect to the aforesaid scheme of irrigation.
- (b) At the points where the lateral furrows take off from the main canal for delivery of water or owners of such former holding to establish adjustable sluice-gates to control the delivery of water into the lateral furrows; and when such lateral furrows serve more than one property, the applicant shall similarly at the cost of such property be entitled to insert adjustable sluice-gates in the lateral furrows to ensure equitable distribution and delivery of water to each property.
- (c) Whenever possible, the lateral furrows and any drainage works required for the several properties shall be constructed within the roads depicted on General Plan No. 96/58; but when the contour lines do not permit of this and require that such lateral furrows or drains traverse individual properties the owners of the properties so traversed shall permit of the construction and maintenance of such furrows or drains, without compensation other than for actual damage caused to orchards, crops or improvements. Any dispute arising between holders in this respect shall be referred to the applicant, whose decision shall be final.
- (d) Each property (formerly in the aforesaid settlement) shall be entitled to a pro rata share of the water to which the aforesaid Remaining Extent of Portion 5 is entitled to from the weir as determined by each property area in relation to the area of the aforesaid Remaining Extent of Portion 5
- (e) The applicant undertakes the maintenance and upkeep of the diversion weir and the main canal but shall not be responsible for damage caused by unforeseen breach of the irrigation works or pending repair of such breach as hereinafter provided.
- (f) The applicant shall not be responsible for maintenance and upkeep of the lateral furrows whereby water is conveyed from the main canal to the properties of drainage works for the properties, such maintenance and upkeep shall be effected by the owners of the several properties which are served by such lateral furrows.
- (g) For the ordinary and usual maintenance and upkeep and cleaning of the diversion weir and main canal, and for minor repair thereof, the occupier or owners of each property sold or alienated by the applicant shall pay to the applicant a water rate of R2,00 per property per month, payable in arrear on the 30<sup>th</sup> June and the 31<sup>st</sup> of December in each year.
- (h) In case extraordinary repair or reconstruction in whole or in part of the diversion weir and main canal be necessitated by flood or earthquake or natural disaster, or in case the applicant be required to line the main canal with concrete, the applicant undertakes to effect such repairs or reconstruction with in reasonable expedition; and upon completion of such extraordinary repair and reconstruction the applicant shall be entitled to charge the owner of each property one per cent (1%) of the cost thereof, payable with the next following instalment of the ordinary water rate provided by the later preceding sub-paragraph.
- (i) Remaining extent of Portion 42 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998



Title Condition A (Read with Condition D on page 5), Page 17: Subject to Condition D inclusive as more fully set out under paragraph 2 hereof.

*(Portion 3 of the farm Grootgeluk (a portion whereof is hereby transferred) is entitled to a Servitude of abutment in perpetuity on the farm Eerstegeluk No.427, Registration Division J.T., Mpumalanga and Vlakplaats No 476 (formerly No 68.) Registration Division J.T., Mpumalanga, and to the servitude in perpetuity of passage of water from the Elands River over the said farm Vlakplaats in terms of Order of Water Court, dated the 12<sup>th</sup> July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No 213/1910S)*

Title Condition B (b), Page 18: The former Portion 8 (a portion of Portion 3) of the said farm Grootgeluk 477 indicated in the Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure A B C D E N O P Q R S T U V W X Y Z A 'B' (a portion whereof is hereby transferred); and The former Portion 17 (a portion of Portion 8) of the farm Grootgeluk 477, indicated on Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure A m k j h e f g A (a portion whereof is hereby transferred), is SUBJECT to the following conditions:-

- (b) Portion 8 (a portion of Portion 3) of the said farm Grootgeluk 477 (a portion whereof is hereby transferred) is entitled jointly with Portion 4 (a portion of Portion 3) of the aforesaid farm Grootgeluk, to servitudal rights of aqueduct over the Remaining Extent of Portion 3 of the within farm, measuring as such 1597, 1088 hectares held under Deed of Transfer T27937/1963, as will more fully appear from the latter deed.

Title Condition C (b)(i), Pages 18 & 19:

- (a) The property is, in terms of Notarial Deed No. 170/1960-S:-
  - (i) Subject and entitled to rights and obligations relating to water from such furrow; and

Title Condition D, Page 20: Gedeelte 18 van die Plaas Grootrgeluk 477, Registrasie Afdeeling J.T., Mpumalanga, Groot 149,5238 hekklar is onderhewig aan n servituut ten gunste van die Elektrisiteit Voorsienings Kommissie vir die reg aan hulle verleen om elektrisiteit oor die hierbovrmelde eiendom te vervoer, tesame met bykomenede regte, en onderworper aan voorwaardes soos meer volledig sal blyk uit die Notariele Akte K1245/1983 aangeheg by Sertifikaat van Geregistreerde Title T3519/1970".

Title Condition E(2)(a), Page 20: The former portion 11 (a portion of Portion 5) of the aforesaid farm Grootgeluk 477, indicated on Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure oBCDEFGHJKLMN middle of Godwanriver O P Q R S T U V W X Y Z A' B' C' D' E' F' G' H' I' J' K' L' M' N' O' P' Q' R' S' T' U' V' W' X' Y' Z' A" B" C" D" E" F" G" H" I" J" K" L" M" N" O" P" Q" R" S" T" U" V" W" X" Y" Z" a b c d e f h j k, is subject to the following conditions:-

1. The property is, in terms of Notarial Deed No. 170/1960-S:-
  - (a) Subject to and entitled to rights and obligations relating to water from such furrow; and
  - vii Remaining extent of the farm Roodewal No 470 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A, Page 7: SUBJECT to the right granted to Electricity Supply Commission to convey electricity over the property hereby transferred together with ancillary rights and subject to conditions as will more fully appear from Deed of Servitude K908/1971S registered on 5th August 1971.

Title Condition C, Page 7: Subject to Telkom SA Limited accepting the right to occupy a site measuring 759 square metres on the property hereby transferred as depicted by the figure ADCDA on Diagram S.G. No. A3056/90 together with a right of way 10 metres wide from the Kaapsehoop Road to the sites as depicted by the figures ABCDE on Diagram S.G. No. A1932/93 together with ancillary rights as will more fully appear from Deed of Servitude K1758/94S registered on 31st March 1994.

- viii The farm Elandsfontein No 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition B(c), Page 29: The aforesaid Remaining Extent of the farm ELANDSPRUIT No. 471, measuring as such 798,8876 hectares, represented by the figure AEf middle of Elandspruit gGH on Diagram L.G. No. A2418/74 annexed to Certificate of Registered Titles T38256/1975, is further subject to the following conditions:-

- (a) Kragtens Notariele Akte Nr. 296/1969 geregistreer op 17 Maart 1969 is die reg aan Elektrisiteitsvoorsieningskommissies verleen om elektrisiteit oor die hierinvermelde eiendom te vervoer, tesame met bykomende regte en onderhewing aan die kondisies, soos meer volledig sal blyk uit gesegde Akte en kaart en welke serwituut op die aangehegde Kaart L.G. No. A2418/74 voorgestel word deur die lyn abc synde die middellyn van die bogrondse elektriese kraglyn en onergronds kables.

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deeds.

- ix Portion 1 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition B, Page 30: SUBJECT to the right granted to ELECTRICITY SUPPLY COMMISSION to convey electricity over the property hereby conveyed together with ancillary rights as will more fully appear from Notarial Deed of Servitude K2/1972S.

Title Condition C, Page 30: SUBJECT to the right granted to ESKOM to convey electricity over the property hereby conveyed together with ancillary rights as will more fully appear from Notarial Deed of Servitude K2125/1990S.

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deeds.

- x Portion 2 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition B, Page 31: By virtue of Notarial Deed of Servitude No. K2847/75S dated 25 September 1975 the following rights have been granted and varied namely :-

- (i) The right to convey electricity over the within property has been granted to the E.S.C.O.M. with certain ancillary rights and subject to certain conditions.
- (ii) The routes of the servitude as registered by the virtue of notarial Deed No. 296/69S has been partly cancelled by the cancellation of the line indicated by the figure c (middle of Elandsspruit) D, e (middle of Elandsspruit) on Diagram S.G. No. A2436/66 attached thereto as will more fully appear from the said Notarial Deed.

Title Condition C, Page 31: SUBJECT to the right granted to ESCOM to convey electricity over the property hereby conveyed together with ancillary rights as will more fully appear from Notarial Deed of Servitude K296/1969S.

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deeds.

Endorsement, Page 39: The within mentioned property is subject to a power line servitude in favour of ESKOM together with ancillary rights as will appear from Notarial Deed of Servitude K2306/2002S

- xi Remaining extent (including public places) of the Ngodwana Agricultural Holdings, Situate on the Remaining Extent of Portion 5 (a portion of Portion 3) of the farm Grootgeluk No 477, Registration Division J.T.; Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition D, Page 5: Portion 3 of the aforesaid GROOTGELUK (a portion whereof is hereby transferred) is entitled to a servitude of abutment in perpetuity on the farms EESTERGELUK No. 472, Registration Division J.T., Mpumalanga, and VLAKPLAATS in terms of Order of Water Court dated the 12th July 1910 (Under Section 56, Subsection 2, of the Irrigation Act 1908) as will more fully appear from Deed of Servitude No. 213/1910-S.

Title Condition E, Page 5: The said Holding is, in terms of Notarial Deed no. 170/1960-S: -

- (a) Subject and entitled to rights and obligations relating to water from such furrow; and
- (b) Subject and entitled to rights of free access by means of roads depicted on the General Plan of the said Holding S.G. No. A96/59 as will more fully appear the said Notarial Deed No. 170/60-S.

2.17.2 Including the following servitude which affect erf 638 in the township only;

- i Portion 9 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition B, Page 6: The property hereby transferred is subject to a right of free access by means of the roads depicted on the General Plan of Ngodwana Agricultural Holdings S.G. No A96/1958 in favour of all owners or occupiers of Holdings in the said Agricultural Holdings as will more fully appear from Notarial Deed No 170/1960S

- ii Remaining Extent of Portion 10 (a portion of Portion 5) of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A (Read with Condition E (b) on page 5), Page 8: Subject to Condition C-E inclusive as more fully set out under paragraph 2 hereof.

*(The said Holding is in terms of Notarial Deed No. 170/1960S:*

- (b) *Subject and entitled to rights of free access by means of roads depicted on the General Plan of the said Holdings S.G. No A96/59 as will more fully appear from the said Notarial Deed No. 170/60S)*

- iii Remaining Extent of Portion 36 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition E (1), Page 12 & 13: The former Portion 21 (a portion of Portion 5) of the said farm (indicated on Diagram S>G> No. A4214/67 by the figure abcPQda) together with former:

Portion 22 (indicated on Diagram S.G. No. A4214/67 by figure KLMeIK)  
 Portion 23 (indicated on Diagram S.G. No. A4214/67 by figure HJKfgH)  
 Portion 26 (indicated on Diagram S.G. No. A4214/67 by figure krstk)  
 Portion 28 (indicated on Diagram S.G. No. A4214/67 by figure vxyza'b'v)  
 Portion 29 (indicated on Diagram S.G. No. A4214/67 by figure b'a'c'd'e'ZA'b')  
 Portion 30 (indicated on Diagram S.G. No. A4214/67 by figure c'l'g'Ye'd'c')  
 Portion 33 (indicated on Diagram S.G. No. A4214/67 by figure m'o'p'STn')  
 Portion 34 (indicated on Diagram S.G. No. A4214/67 by figure o'q'r's'Rp'o')

Is subject to the following Conditions:

- (1) All owners or occupiers of properties (formerly in the aforementioned settlement) shall have the right of free access by means of the roads depicted on General Plan S.G. No. A96/1958 to the strip of land lying between mid-stream of the Elands River and the top of the upper Southern Bank of the river and comprising Portion 9 (a portion of Portion 3) of the aforesaid farm Grootgeluk measuring 29,7417 hectares, held by Roger Hi-Regan Everitt Murray under Certificate of Registered Title No. 18015/1958 dated the 16<sup>th</sup> day of July 1958, subject , however, to the right of control by the owner of the said Portion 9 to prevent denudation or erosion of the river banks.
- iv Remaining extent of Portion 42 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998
- Title Condition C (b)(ii), Pages 18 & 19:
- (b) The property is, in terms of Notarial Deed No. 170/1960-S:-
- (ii) Subject and entitled to right of free by means of roads depicted on the General Plan of the said property namely S.G. No. A96/59;

as will more fully appear from the said Notarial Deed No. 170/1960-S.

Title Condition E (2)(b), Pages 20: The former portion 11 (a portion of Portion 5) of the aforesaid farm Grootgeluk 477, indicated on Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure oBCDEFGHJKLMN middle of Godwanriver O P Q R S T U V W X Y Z A' B' C' D' E' F' G' H' I' J' K' L' M' N' O' P' Q' R' S' T' U' V' W' X' Y' Z' A' B' C' D' E' F' G' H' I' J' K' L' M' N' O' P' Q' R' S' T' U' V' W' X' Y' Z' a b c d e f h j k, is subject to the following conditions:-

2. The property is, in terms of Notarial Deed No. 170/1960-S:-
- (b) Subject to and entitled to rights of free access by means of roads depicted on General Plan of the siad property S.G.No. A96/58

as will more fully appear from the said Notarial Deed No. 170/1960-S.



2.17.3 Excluding the following mineral reservations which shall not be passed on to erven in the township;

- i Remaining Extent of the farm Grootgeluk no 477 registration division J.T. Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition D, Page 3: By virtue of Certificate of Mineral Rights No. 539/1963 R.M. the property hereby transferred is subject to the reservation in favour of the said Roger Hi-Regan Everitt Murray (born on the 29<sup>th</sup> December 1895), his heirs, executors, Administrators or assigns, of all mineral rights; provided that the said Mineral Right holder shall, in the exercise of those rights, not occupy nor destroy the surface area of any arable land, nor shall such occupation or destruction of surface exceed 8,5653 hectares, without having acquired from the land owner the right to the use of any additional extent. Any area over and above those presently utilized in mining shall be fully compensated for by the holder of the Mineral Rights; and shall not be claimed unless the additional area is fairly and reasonably required for mining purposes; it shall be selected in consultation with the Landowner. Should dispute arise as to the need for such additional extent, or as to the compensation to be paid, such dispute shall be settled by arbitration according to the Arbitration Law of the Transvaal.

- ii Remaining Extent of Portion 10 (a portion of Portion 5) of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition B, Page 8: The property hereby transferred is subject to all rights to minerals and precious stones, including all rights which may be or become vested in the freehold owner to share in any proceeds which may accrue to the State from the disposal of the undermining rights of the land, and also the share of claim license moneys and any share of rental or profits which may accrue to any owner under any mining lease granted in respect of the land covered by the Agricultural Holdings and the like, in favour of the said Roger Hi-Regan Everitt Murray (born on the 29<sup>th</sup> December 1895), held under Certificate of Rights to Minerals was issued in respect of the Remaining Extent of Portion 5 9a portion of Portion 3) (formerly known as Ngodwana Agricultural Holdings) of the farm Grootgeluk No. 477, Registration Division J.T., Mpumalanga, measuring as such 499,0229 hectares.

- iii Remaining Extent of Portion 36 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition A, Page 9: Subject to the reservation in favour of the said Roger Hi-Regan Everitt Murray (born on the 29<sup>th</sup> December 1895) of all rights to minerals and precious stones in and upon the said property, together with all rights which may be or become vested in the freehold owner to share in any proceeds which may accrue to the State from the disposal of the undermining rights of the land, and also the share of claim license moneys and any share of rental or profits which may accrue to any owner under any mining lease granted in respect of the land covered by the property and the like, as set out in Certificate of Rights to Minerals No. 489/1958 R.M. issued in respect of the Remaining Extent of the farm Grootgeluk No. 477, Registration Division J.T., Mpumalanga, measuring as such 499,0229 hectares

- iv Remaining extent of Portion 42 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition C(c), Page 18 & 19:

- (c) The property hereby transferred is subject to all rights to minerals and precious stones, including all rights which may be or become vested in the freehold owner to share in any proceeds which may accrue to the State from the disposal of the undermining rights of the land, and also the share of claim license moneys and any share of rental profits which may accrue to any owner under any mining lease granted in respect of the land covered by the property and the like, in favour of ROGER HI-REGAN EVERITT MURRAY (born 29th December 1895) held under Certificate of Rights to Minerals No. 489/1958-R.M., registered on the 28th day of October 1958 which Certificate of Rights to Minerals was issued in respect of the Remaining Extent of Portion 5 (a portion of Portion 3) (formerly known as Ngodwana Agricultural Holdings) of the farm GROOTGELUK No. 477, Registration Division J.T., Mpumalanga, measuring as such 499,0230 hectares.

- v The farm Elandsfontein No 447 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition A(a) up to A(g), Pages 27, 28 & 29: That portion of the property hereby transferred as represented by the figure Aef middle of Elandspruit gGH on Diagram L.G. No. A2418/74 annexed to Certificate of Registered Titles T38256/1975, is subject to the following reservations, servitudes and conditions, namely :-

- (a) The mineral rights of the said farm are reserved to the ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED (hereinafter referred to as "the company") which shall have the sole and exclusive right to prospect, exploit and mine for such minerals mineral substances and metals, precious stones, lime, oil, coal and other deposits, at any time located on, in and under the said farm and to deal at pleasure. At the termination of prospecting and/or mining operations, all shafts and other open places made by the Company shall be properly filled up or fenced in by it at its own expense.
- (b) The company shall have the right to the use of the use of all water on or connected with the farm necessary for prospecting and/or mining purposes with the exception of any water from wells or boreholes sunk by the Transferee and of the surface water stored in any dams constructed by the Transferee prior to the commencement of any prospecting or mining operations by the company.
- (c) The company shall have the right to take and expropriate such portion or portions of the said farm and such natural timber as it may from time to time require from the erection of buildings, works, machinery and dwelling houses, for depositing sites for ore and/or tailings, for the storage of water and for all other purposes directly or indirectly connected with or incidental to prospecting, exploiting or mining on the said farm. The area so taken and expropriated shall be retransferred to the Company at its expense and it shall, against re-transfer, pay to the Transferee in respect of any such area a price to be mutually agreed upon. Should any dispute arise as to the price to be paid the same shall be submitted to arbitration in terms of Arbitration Ordinance No. 24 of 1904, or any amendment or substitution thereof, and the Arbitrator, Arbitrators or Umpire in arriving at their decisions shall only be entitled to take into consideration the value of such area solely and entirely from an agricultural point of view, the value of the area expropriated considered from a mineral point of view shall in no case be taken into account.
- (d) The Company shall as far as possible not interfere with the crops standing at the commencement of any prospecting operations on the said farm. Should, however, such interference be unavoidable (of which the Company shall be the sole judge), it shall compensate the Transferee for all damage caused by or resulting from such operations to the Transferee's then standing crops, the amount of such compensation (failing mutual agreement) to be fixed in arbitration as herein provided for.
- (e) The Company shall be entitled to pasturage and water for such cattle and other minerals not exceeding fifty (50) head, as it may be required for any of the purposes referred to in Sub-section (a) hereof.
- (f) The rights to minerals reserved to the Company shall include all such rights as under the Precious and Base Metals Act 1908 (Transvaal) or any Act, appertain or accrue to the holder of mineral rights, but the Transferee shall, in the event of proclamation for gold, be entitled to all such rights as under the said Act appertain to owner of the surface rights.
- (g) The Company shall have the full right of way from the place of such prospecting, exploiting or mining to the nearest government road or highway, and also to be the nearest convenient point on any neighbouring railway line. Should there be any road or track in existence on the property reasonably convenient for these purposes, the Company shall use such road or track, the Company shall have the right to make and use such a road or track, paling and maintaining gates in any fences which the road or track shall pass through, in respect whereof Certificate of Mineral Rights No. 1127/1920-S was issued on the 27th November 1920 in respect of the farm ELANDSFONTEIN No. 471, Registration Division J.T., Mpumalanga.
- vi Portion 1 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition A, Page 30: SUBJECT to the following conditions:-

The aforementioned farm ELANDSFONTEIN (a portion whereof is hereby transferred) is SUBJECT to Conditions A (a) to (g) inclusive as more fully set out in Paragraph 24 hereof, Conditions A (a) and (f) having reference to the reservation of mineral rights in favour of ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED.

- (a) *The mineral rights of the said farm are reserved to the ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED (hereinafter referred to as "the company") which shall have the sole and exclusive right to prospect, exploit and mine for such minerals mineral substances and metals, precious stones, lime, oil, coal and other deposits, at any time located on, in and under the said farm and to deal at pleasure. At the termination of prospecting and/or mining operations, all shafts and other open places made by the Company shall be properly filled up or fenced in by it at its own expense.*

- (b) *The company shall have the right to the use of the use of all water on or connected with the farm necessary for prospecting and/or mining purposes with the exception of any water from wells or boreholes sunk by the Transferee and of the surface water stored in any dams constructed by the Transferee prior to the commencement of any prospecting or mining operations by the company.*
- (c) *The company shall have the right to take and expropriate such portion or portions of the said farm and such natural timber as it may from time to time require from the erection of buildings, works, machinery and dwelling houses, for depositing sites for ore and/or tailings, for the storage of water and for all other purposes directly or indirectly connected with or incidental to prospecting, exploiting or mining on the said farm. The area so taken and expropriated shall be retransferred to the Company at its expense and it shall, against re-transfer, pay to the Transferee in respect of any such area a price to be mutually agreed upon. Should any dispute arise as to the price to be paid the same shall be submitted to arbitration in terms of Arbitration Ordinance No. 24 of 1904, or any amendment or substitution thereof, and the Arbitrator, Arbitrators or Umpire in arriving at their decisions shall only be entitled to take into consideration the value of such area solely and entirely from an agricultural point of view, the value of the area expropriated considered from a mineral point of view shall in no case be taken into account.*
- (d) *The Company shall as far as possible not interfere with the crops standing at the commencement of any prospecting operations on the said farm. Should, however, such interference be unavoidable (of which the Company shall be the sole judge), it shall compensate the Transferee for all damage caused by or resulting from such operations to the Transferee's then standing crops, the amount of such compensation (failing mutual agreement) to be fixed in arbitration as herein provided for.*
- (e) *The Company shall be entitled to pasturage and water for such cattle and other minerals not exceeding fifty (50) head, as it may be required for any of the purposes referred to in Sub-section (a) hereof.*
- (f) *The rights to minerals reserved to the Company shall include all such rights as under the Precious and Base Metals Act 1908 (Transvaal) or any Act, appertain or accrue to the holder of mineral rights, but the Transferee shall, in the event of proclamation for gold, be entitled to all such rights as under the said Act appertain to owner of the surface rights.*
- (g) *The Company shall have the full right of way from the place of such prospecting, exploiting or mining to the nearest government road or highway, and also to be the nearest convenient point on any neighbouring railway line. Should there be any road or track in existence on the property reasonably convenient for these purposes, the Company shall use such road or track, the Company shall have the right to make and use such a road or track, paling and maintaining gates in any fences which the road or track shall pass through, in respect whereof Certificate of Mineral Rights No. 1127/1920-S was issued on the 27th November 1920 in respect of the farm ELANDSFONTEIN No. 471, Registration Division J.T., Mpumalanga.*
- vii Portion 2 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition A, Page 31: SUBJECT to the following conditions:-

The aforementioned farm ELANDSFONTEIN (a portion whereof is hereby transferred) is SUBJECT to Conditions A (a) to (g) inclusive as more fully set out in Paragraph 24 hereof, Conditions A (a) and (f) having reference to the reservation of mineral rights in favour of ANGOLA FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED.

- (a) *The mineral rights of the said farm are reserved to the ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED (hereinafter referred to as "the company") which shall have the sole and exclusive right to prospect, exploit and mine for such minerals mineral substances and metals, precious stones, lime, oil, coal and other deposits, at any time located on, in and under the said farm and to deal at pleasure. At the termination of prospecting and/or mining operations, all shafts and other open places made by the Company shall be properly filled up or fenced in by it at its own expense.*
- (b) *The company shall have the right to the use of the use of all water on or connected with the farm necessary for prospecting and/or mining purposes with the exception of any water from wells or boreholes sunk by the Transferee and of the surface water stored in any dams constructed by the Transferee prior to the commencement of any prospecting or mining operations by the company.*

- (c) *The company shall have the right to take and expropriate such portion or portions of the said farm and such natural timber as it may from time to time require from the erection of buildings, works, machinery and dwelling houses, for depositing sites for ore and/or tailings, for the storage of water and for all other purposes directly or indirectly connected with or incidental to prospecting, exploiting or mining on the said farm. The area so taken and expropriated shall be retransferred to the Company at its expense and it shall, against re-transfer, pay to the Transferee in respect of any such area a price to be mutually agreed upon. Should any dispute arise as to the price to be paid the same shall be submitted to arbitration in terms of Arbitration Ordinance No. 24 of 1904, or any amendment or substitution thereof, and the Arbitrator, Arbitrators or Umpire in arriving at their decisions shall only be entitled to take into consideration the value of such area solely and entirely from an agricultural point of view, the value of the area expropriated considered from a mineral point of view shall in no case be taken into account.*
  - (d) *The Company shall as far as possible not interfere with the crops standing at the commencement of any prospecting operations on the said farm. Should, however, such interference be unavoidable (of which the Company shall be the sole judge), it shall compensate the Transferee for all damage caused by or resulting from such operations to the Transferee's then standing crops, the amount of such compensation (failing mutual agreement) to be fixed in arbitration as herein provided for.*
  - (e) *The Company shall be entitled to pasturage and water for such cattle and other minerals not exceeding fifty (50) head, as it may be required for any of the purposes referred to in Sub-section (a) hereof.*
  - (f) *The rights to minerals reserved to the Company shall include all such rights as under the Precious and Base Metals Act 1908 (Transvaal) or any Act, appertain or accrue to the holder of mineral rights, but the Transferee shall, in the event of proclamation for gold, be entitled to all such rights as under the said Act appertain to owner of the surface rights.*
  - (g) *The Company shall have the full right of way from the place of such prospecting, exploiting or mining to the nearest government road or highway, and also to be the nearest convenient point on any neighbouring railway line. Should there be any road or track in existence on the property reasonably convenient for these purposes, the Company shall use such road or track, the Company shall have the right to make and use such a road or track, paling and maintaining gates in any fences which the road or track shall pass through, in respect whereof Certificate of Mineral Rights No. 1127/1920-S was issued on the 27th November 1920 in respect of the farm ELANDSFONTEIN No. 471, Registration Division J.T., Mpumalanga.*
- viii Portion 3 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998

Title Condition A, Page 32: SUBJECT to the following conditions:-

The aforementioned farm ELANDSFONTEIN (a portion whereof is hereby transferred) is SUBJECT to Conditions A (a) to (g) inclusive as more fully set out in Paragraph 24 hereof, Conditions A (a) and (f) having reference to the reservation of mineral rights in favour of ANGOLA FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED.

- (a) *The mineral rights of the said farm are reserved to the ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED (hereinafter referred to as "the company") which shall have the sole and exclusive right to prospect, exploit and mine for such minerals mineral substances and metals, precious stones, lime, oil, coal and other deposits, at any time located on, in and under the said farm and to deal at pleasure. At the termination of prospecting and/or mining operations, all shafts and other open places made by the Company shall be properly filled up or fenced in by it at its own expense.*
- (b) *The company shall have the right to the use of the use of all water on or connected with the farm necessary for prospecting and/or mining purposes with the exception of any water from wells or boreholes sunk by the Transferee and of the surface water stored in any dams constructed by the Transferee prior to the commencement of any prospecting or mining operations by the company.*
- (c) *The company shall have the right to take and expropriate such portion or portions of the said farm and such natural timber as it may from time to time require from the erection of buildings, works, machinery and dwelling houses, for depositing sites for ore and/or tailings, for the storage of water and for all other purposes directly or indirectly connected with or incidental to prospecting, exploiting or mining on the said farm. The area so taken and expropriated shall be retransferred to the Company at its expense and it shall, against re-transfer, pay to the Transferee in respect of any such area a price to be mutually agreed upon. Should any dispute arise as to the price to be paid the same shall be submitted to arbitration in terms of Arbitration Ordinance No. 24 of 1904, or any amendment*



*or substitution thereof, and the Arbitrator, Arbitrators or Umpire in arriving at their decisions shall only be entitled to take into consideration the value of such area solely and entirely from an agricultural point of view, the value of the area expropriated considered from a mineral point of view shall in no case be taken into account.*

- (d) *The Company shall as far as possible not interfere with the crops standing at the commencement of any prospecting operations on the said farm. Should, however, such interference be unavoidable (of which the Company shall be the sole judge), it shall compensate the Transferee for all damage caused by or resulting from such operations to the Transferee's then standing crops, the amount of such compensation (failing mutual agreement) to be fixed in arbitration as herein provided for.*
- (e) *The Company shall be entitled to pasturage and water for such cattle and other minerals not exceeding fifty (50) head, as it may be required for any of the purposes referred to in Sub-section (a) hereof.*
- (f) *The rights to minerals reserved to the Company shall include all such rights as under the Precious and Base Metals Act 1908 (Transvaal) or any Act, appertain or accrue to the holder of mineral rights, but the Transferee shall, in the event of proclamation for gold, be entitled to all such rights as under the said Act appertain to owner of the surface rights.*
- (g) *The Company shall have the full right of way from the place of such prospecting, exploiting or mining to the nearest government road or highway, and also to be the nearest convenient point on any neighbouring railway line. Should there be any road or track in existence on the property reasonably convenient for these purposes, the Company shall use such road or track, the Company shall have the right to make and use such a road or track, paling and maintaining gates in any fences which the road or track shall pass through, in respect whereof Certificate of Mineral Rights No. 1127/1920-S was issued on the 27th November 1920 in respect of the farm ELANDSFONTEIN No. 471, Registration Division J.T., Mpumalanga.*
- ix *Portion 4 of the farm Elandsfontein No 471 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23138/1998*

Title Condition A, Page 32: SUBJECT to the following conditions:-

*The aforementioned farm ELANDSFONTEIN (a portion whereof is hereby transferred) is SUBJECT to Conditions A (a) to (g) inclusive as more fully set out in Paragraph 24 hereof, Conditions A (a) and (f) having reference to the reservation of mineral rights in favour of ANGOLA FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED.*

- (a) *The mineral rights of the said farm are reserved to the ANGLO FRENCH LAND COMPANY OF THE TRANSVAAL LIMITED (hereinafter referred to as "the company") which shall have the sole and exclusive right to prospect, exploit and mine for such minerals mineral substances and metals, precious stones, lime, oil, coal and other deposits, at any time located on, in and under the said farm and to deal at pleasure. At the termination of prospecting and/or mining operations, all shafts and other open places made by the Company shall be properly filled up or fenced in by it at its own expense.*
- (b) *The company shall have the right to the use of the use of all water on or connected with the farm necessary for prospecting and/or mining purposes with the exception of any water from wells or boreholes sunk by the Transferee and of the surface water stored in any dams constructed by the Transferee prior to the commencement of any prospecting or mining operations by the company.*
- (c) *The company shall have the right to take and expropriate such portion or portions of the said farm and such natural timber as it may from time to time require from the erection of buildings, works, machinery and dwelling houses, for depositing sites for ore and/or tailings, for the storage of water and for all other purposes directly or indirectly connected with or incidental to prospecting, exploiting or mining on the said farm. The area so taken and expropriated shall be retransferred to the Company at its expense and it shall, against re-transfer, pay to the Transferee in respect of any such area a price to be mutually agreed upon. Should any dispute arise as to the price to be paid the same shall be submitted to arbitration in terms of Arbitration Ordinance No. 24 of 1904, or any amendment or substitution thereof, and the Arbitrator, Arbitrators or Umpire in arriving at their decisions shall only be entitled to take into consideration the value of such area solely and entirely from an agricultural point of view, the value of the area expropriated considered from a mineral point of view shall in no case be taken into account.*

- (d) *The Company shall as far as possible not interfere with the crops standing at the commencement of any prospecting operations on the said farm. Should, however, such interference be unavoidable (of which the Company shall be the sole judge), it shall compensate the Transferee for all damage caused by or resulting from such operations to the Transferee's then standing crops, the amount of such compensation (failing mutual agreement) to be fixed in arbitration as herein provided for.*
  - (e) *The Company shall be entitled to pasturage and water for such cattle and other minerals not exceeding fifty (50) head, as it may be required for any of the purposes referred to in Sub-section (a) hereof.*
  - (f) *The rights to minerals reserved to the Company shall include all such rights as under the Precious and Base Metals Act 1908 (Transvaal) or any Act, appertain or accrue to the holder of mineral rights, but the Transferee shall, in the event of proclamation for gold, be entitled to all such rights as under the said Act appertain to owner of the surface rights.*
  - (g) *The Company shall have the full right of way from the place of such prospecting, exploiting or mining to the nearest government road or highway, and also to be the nearest convenient point on any neighbouring railway line. Should there be any road or track in existence on the property reasonably convenient for these purposes, the Company shall use such road or track, the Company shall have the right to make and use such a road or track, paling and maintaining gates in any fences which the road or track shall pass through, in respect whereof Certificate of Mineral Rights No. 1127/1920-S was issued on the 27th November 1920 in respect of the farm ELANDSFONTEIN No. 471, Registration Division J.T., Mpumalanga.*
- x Remaining extent of the farm Roodewal No 470 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition D, Page 7: By virtue of Certificate of Mineral Rights K6524/1994 R.M. dated 15th November 1994, the property hereby transferred is subject to the reservation of all mineral rights in favour of SAPPI Limited, its Successors in title of Assigns.

2.17.4 The following rights which shall not be passed on to the erven in the township;

- ii Remaining extent of Portion 42 of the farm Grootgeluk No. 477 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition B(a), Page 17 & 18: The former Portion 8 (a portion of Portion 3) of the said farm Grootgeluk 477 indicated in the Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure A B C D E N O P Q R S T U V W X Y Z A 'B' (a portion whereof is hereby transferred); and The former Portion 17 (a portion of Portion 8) of the farm Grootgeluk 477, indicated on Diagram S.G. No. 7289/84 annexed to Certificate of Consolidated Title T4417/86 by the figure A m k j h e f g A (a portion whereof is hereby transferred), is SUBJECT to the following conditions:-

- (a) Except with the written approval of the Controlling Authority as defined in Act 21 of 1940:-
  - (i) The land may not be subdivided;
  - (ii) The land shall be used solely for residential and agricultural purposes. The number of buildings on the land, or on any duly approved subdivision thereof, shall not exceed one residence together with such outbuildings as are ordinarily required to be used in connection therewith and such further buildings and structure as may be required for purposes of agriculture.
  - (iii) No store or place of business or industry whatsoever may be erected within a distance of 94,46 metres from the centre line of a public road.

2.17.5 Excluding the following servitudes which does / do not affect the township due to its locality:

- i Remaining extent of the farm Roodewal No 470 Registration Division J.T., Mpumalanga Province. Held under Deed of Transfer T23142/1998

Title Condition B, Page 7: SUBJECT to a servitude of right of occupation as indicated by the figure ABCDEA on Diagram S.G. No. A5363/87 in favour of the republic of South Africa as will more fully appear from Deed of Servitude K1802/88S registered in 21st June 1988.

### 3. CONDITIONS OF TITLE

THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITION AS LAID DOWN BY THE MBOMBELA LOCAL MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986).

#### 3.1. CONDITIONS APPLICABLE TO ALL ERVEN

- 3.1.1 The erf shall be subject to a servitude, 2 m wide, for municipal services (water, sewer, electricity and storm-water) (hereinafter referred to as "the services"), in favour of the Mbombela Local Municipality along any two boundaries, excepting a street boundary and, in the case of a panhandle erf, an additional servitude for municipal purposes, 2 m wide, over the entrance portion of the erf, if and when required by the local authority: Provided that the local authority may waive any such servitude.
- 3.1.2 No buildings or other structures may be erected within the aforesaid servitude area and no trees with large roots may be planted within the area of such servitude or within a distance of 2 m from it.
- 3.1.3 The Mbombela Local Municipality shall be entitled to temporarily deposit on the land adjoining the aforesaid servitude, any material it excavates during the laying, maintenance or removal of such services and other works which in its discretion it regards necessary, and furthermore the Mbombela Local Municipality shall be entitled to reasonable access to the said property for the aforesaid purpose, subject to the provision that the Mbombela Local Municipality shall make good any damage caused during the laying, maintenance or removal of such services and other works.
- 3.1.4 The erf may be situated in an area that has soil conditions that could detrimentally effect buildings and structures and be the cause of damage. Building plans which are submitted to the Mbombela Local Municipality for approval must contain remedial actions which are in accordance with the recommendations contained in the geo-technical report that was compiled for the township so as to eliminate possible damage to buildings and structures as a result of the unfavourable soil conditions, unless proof can be submitted to the Mbombela Local Municipality that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

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**PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS**

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**PROVINCIAL NOTICE 79 OF 2016****GOVAN MBEKI LOCAL MUNICIPALITY  
NOTICE OF APPLICATION FOR THE ESTABLISHMENT OF TOWNSHIP  
LEBOGANG EXTENTION 24**

I, Jacobs Botshelo of Afrocol Development Company, hereby give notice in terms of section 88(2) of the Govan Mbeki Land Use Management By-law, 2016, that an application to establish the township referred to in Annexure hereto, has been received by it. Particulars of the application are open to inspection during normal office hours at the office of the Govan Mbeki Local Municipality at: Third Floor, Room 362, Cnr Horwood and Pitchlerplein Street, Secunda, 2302 for a period of 30 days from 23 September 2016.

Objections or to representation together with contact details in respect of the application must be lodged in writing and in duplicate with the Municipality at the above office or posted to him/her at Private Bag 1017, Secunda, 2302, within a period of 30 days from 23 September 2016. Closing dates for any objections: 22 October 2016.

Dates on which notice will be published.

23 September 2016

30 September 2016

**ANNEXURE:**

Name of Township: Lebogang Extention 24.

Full Name of Applicant: Afrocol Development Company

Number of erven in the proposed township:

- 3760 Residential Units
- High density Residential
- Institutional
- Educational
- Business
- Municipal
- Public Open Spaces
- Sportsfield

Description of land on which township is to be established: Portion 7 of the Farm Grootlaagte 311-IR

Situation of proposed township: North East of the intersection of N17 freeway and R50 road

Address of Agent/ Applicant: Afrocol and MIB Projects,  
Suite 11 - 13, Southdowns Office Park, Pretoria, 0062  
Tel. 012 942 4462, Cell: 078 900 7927, Fax. 086 599 2873  
Email. [Botshelo.jacobs@makhurumola.co.za](mailto:Botshelo.jacobs@makhurumola.co.za)

Amendment Scheme No.

23-30



**PROVINSIALE KENNISGEWING 79 VAN 2016****GOVAN MBEKI PLAASLIKE MUNISIPALITEIT  
KENNISGEWING VAN AANSOEK OM STIGTING VAN DORP  
LEBOGANG UITBREIDING 24**

Ek, Jacobs Botshelo van Afrocol Development Company, gee hiermee ingevolge artikel 88(2) van die Govan Mbeki Grondgebruikskema Verordening, 2016, dat 'n aansoek om die in Bylae hierby genoem, te stig, ontvang is deur Dit. Besonderhede van die aansoek le ter insae gedurende gewone kantoorure by die kantoor van die Govan Mbeki Plaaslike Munisipaliteit by: Derde Vloer, Kamer 362, Hoek van Horwood en Pitchlerplein, Secunda, vir 'n tydperk van 30 dae vanaf 23 September 2016.

Besware of vertoe tesame met kontakbesonderhede ten opsigte van die aansoek moet skriftelik en in tweevoud by die Munisipaliteit by bovermelde kantoor by Privaatsak 1017, Secunda, 2302 binne 'n tydperk van 30 dae vanaf ingedien of aan hom / haar, 23 September 2016. Sluitingsdatums vir enige besware: 22 Oktober 2016.

Datums waarop kennisgewing gepubliseer moet word.

23 September 2016

30 September 2016

**BYLAE:**

Naam van dorp: Lebogang Uitbreiding 24.

Volle naam van aansoeker: Afrocol Development Company

Aantal erwe in voorgestelde dorp:

- 3760 Woon-eenhede
- Hoë residensiële digtheid
- Institusionele
- Opvoedkundige
- Besigheid
- Munisipale
- Openbare oop ruimtes
- Sportveld

Beskrywing van grond waarop dorp gestig staan te word: Gedeelte 7 van die Plaas Grootlaagte 311-IR

Ligging van voorgestelde dorp: Noord-Oos van die kruising van N17 hoofweg en R50 pad

Adres van Agent / Aansoeker: Afrocol en MIB Projects,

Suite 11-13, Southdowns Office Park, Pretoria, 0062

Tel. 012 942 4462, Cell: 078 900 7927, Faks 086 599 2873

E-pos. Botshelo.jacobs@makhurumola.co.za

Wysigingskema No.

23-30

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**LOCAL AUTHORITY NOTICES • PLAASLIKE OWERHEIDS KENNISGEWINGS**

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**LOCAL AUTHORITY NOTICE 95 OF 2016****NKOMAZI LOCAL MUNICIPALITY****NOTICE NO.35/2016****MUNICIPAL PLANNING TRIBUNAL NOTICE IN TERMS OF SECTION 35(1), 36 AND 37 OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013 (ACT 16 OF 2013) (SPLUMA).**

Notice is hereby given in terms of the SPLUMA, that the Nkomazi Local Municipality resolved in its Council meeting held on the 31 March 2015 that it will establish a single Municipal Planning Tribunal (MPT) that it exercises the powers to determine Land Use and development Applications within its area of jurisdiction. The MPT will comprise of the following internal and external member respectively;

**Internal Members**

- a) Shirley Matsane – appointed as Manager: Land use Planning
- b) Jan Mashele - appointed as Land use Planner
- c) Dudu Sifundza - appointed as Manager: water and Sanitation
- d) Moses Manzini – appointed as Manager: Supply Chain Management
- e) Pieter Theron - appointed as Manager: Electrical Services
- f) Elvis Zitha - appointed as Manager: Roads and Storm-water
- g) Nokuphila Mkhathshwa - appointed as Manager: Waste Management

**External Members**

- a) Engelbrecht Christiaan Johannes (Admitted Attorney)
- b) Engelbrecht Johannes Christiaan (Admitted Attorney)
- c) Wiggins Shivon Desiree (Professional Planner)
- d) Mzuzu Nonyaniso (Admitted Attorney)
- e) Netshitangani Avhantodi Colphurus (Environmentalist)
- f) Maluleka Mduduzi Justice (Professional Engineering Technologist)

The MPT commences its operation after the publication of this notice in terms of Section 37(5) of the SPLUMA. The term of office of the MPT members is five (5) years or shorter as the Municipal Council may determine and the members may not serve for a continuous period of ten (10) years.

**LOCAL AUTHORITY NOTICE 96 OF 2016****DECLARATION AS AN APPROVED TOWNSHIP**

**The Emakhazeni Local Municipality in terms of Section 103(1) of the town-planning and Township Ordinance, 1986 (ordinance 15 of 1986). Siyathuthuka Extension 6 to be an approved township subject to the conditions set out in the schedule hereto.**

**Schedule**

**STATEMENT OF CONDITIONS UNDER WHICH THE APPLICATION MADE BY EMAKHAZENI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE APPLICANT/TOWNSHIP OWNERS) IN TERMS OF THE PROVISIONS OF CHAPTER III (SECTION C) OF THE TOWN PLANNING AND TOWNSHIPS (ORDINANCE 15, OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 79 (PORTION OF PORTION 3) OF THE FARM TWEEFONTEIN 357 REGISTRATION DIVISION J.U. MPUMALANGA HAS BEEN GRANTED.**

**1. CONDITIONS OF ESTABLISHMENT****1.1 NAME**

The name of the township is **SIYATHUTHUKA EXTENSION 6.**

**1.2 DESIGN**

The township shall consist of erven and streets as indicated on **General Plan No. 1120/2012**

**1.3 ACCESS**

Access to the township shall be to the satisfaction of the Emakhazeni Local Municipality and the Department of Public Works, Roads and Transport

**1.4 RECEIPT AND DISPOSAL OF STORMWATER**

The township owner shall arrange the stormwater drainage of the township; in such a way as to fit in with all relevant roads and he shall receive and dispose of the stormwater running off or being diverted from such roads.

**1.5 RESPOSIBILITIES IN RESPECT OF ESSENTIAL SERVICES**

The township owner shall provide all essential services in terms of the provisions of sections 116 to 121 of Ordinance 15 of 1986 prior to the registration of any stands in the township, provided that with the written approval of the Municipality installation of essential services may be phased.

**1.6 REMOVAL AND/OR REPLACEMENT OF EXISTING SERVICES**

Should it become necessary to remove, alter or replace any municipal, Eskom or Telkom services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

**1.7 PROTECTION OF STAND PEGS**

The township owner shall comply with the requirements with regard to the protection of boundary pegs as determined by the Emakhazeni Local Municipality in this regard, when required to do so by the said Local Municipality.

**1.8 COMPLIANCE WITH CONDITIONS CONTAINED IN THE R.O.D**

Development of this township must be strictly in accordance with the Record of Decision (R.O.D) issued by the Department of Economic Development and Tourism in respect of the township.

**1.9 DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven in the township shall be made subject to existing conditions and servitudes which were not cancelled or otherwise dealt with, if applicable.

**2. CONDITIONS OF TITLE**

**THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE EMAKHAZENI LOCAL MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986, (ORDINANCE 15, OF 1986)**

**2.1 CONDITIONS APPLICABLE TO ALL ERVEN**

- 2.1.1 The erf is subject to a servitude, 2m wide, in favour of the Emakhazeni Local Municipality, 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 purpose, 2m wide, across the access portion of the erf, if and when required by the Council: Provided that the Council may dispense with any such servitude.
- 2.1.2 No building or other structure shall be erected within the foresaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 2.1.3 The Emakhazeni Local Municipality shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude area such material may be excavated by it during the course of construction, maintenance or removal of such sewerage mains

and other works as it, to 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 Council.

- 2.1.4 The erven is situated in an area that has soil conditions that could detrimentally affect buildings and structures and be the cause of damage. Building plans which are submitted to the Emakhazeni Local Municipality for approval must contain remedial actions which are in accordance with the recommendations in the geo-technical report that was compiled for the township so as to eliminate possible damage to buildings and structures as a result of the unfavourable soil conditions, unless proof can be submitted to the Emakhazeni Local Municipality that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

**3. CONDITIONS WHICH, IN ADDITION TO THE EXISTING PROVISIONS OF THE RULING LAND USE SCHEME, HAVE TO BE INCORPORATED, IN TERMS OF SECTION 125 OF ORDINANCE 15 OF 1986.**

**3.1 CONDITIONS APPLICABLE TO ALL ERVEN:**

- 3.1.1 Where, in the opinion of the Emakhazeni Local Municipality, it is impracticable for stormwater to be drained from the higher lying erven direct to a public street, the owner of the lower lying erf shall be obliged to accept and permit the passage over the erf of such stormwater: Provided that the owners of any higher lying erven, the stormwater from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.
- 3.1.2 No Building whatsoever may be erected on a property which will probably be flooded by a public stream: Provided that the Emakhazeni Local Municipality may permit the erection of buildings on such portion if it is convinced that the said portion will no longer be subjected to flooding.
- 3.1.3 The siting of buildings, including outbuildings, on the erf and entrances to and exits from the erf to a public street system shall be to the satisfaction of the Emakhazeni Local Municipality.
- 3.1.4 The main building, which shall be a completed building and not one that has been partly erected, and is to be completed at a later date, shall be erected simultaneously with, or before, the outbuildings.
- 3.1.5 No material or goods of any nature whatsoever shall be dumped or within the building restriction area along any street, and such area shall be used for no other purpose than the laying out of lawns, gardens, parking or access roads: provided that if it is necessary for a screen wall to be erected on such a boundary this condition may be relaxed by the Emakhazeni Local Municipality and subject to such conditions as may be determined by it.

- 3.1.6 A screen wall or walls shall be erected and maintained to the satisfaction of the Emakhazeni Local Municipality as and when required by it.
- 3.1.7 If the property is fenced, such fence, and the maintenance thereof shall be to the satisfaction of the Emakhazeni Local Municipality.
- 3.1.8 The registered owner is responsible for the maintenance of the whole development on the property. If the Emakhazeni Local Municipality is of the opinion that the property, or any portion of the development, is not being satisfactorily maintained the Emakhazeni Local Municipality shall be entitled to undertake such maintenance at the cost of the registered owner.

### **3.2 CONDITIONS APPLICABLE TO THE FOLLOWING ERVEN:**

#### **3.2.1 ERVEN 3752-3879, 3881-3890 & 3909-3918:**

Land Usage Rights: Dwelling House  
 Coverage: 50%  
 Density: One dwelling per erf  
 Height: Not exceeding 3 storeys above natural ground level  
 Building Lines: 5m along street boundary and 2m along any other boundaries.  
 Parking: as per section 10.5 of the Scheme.

#### **3.2.2 ERVEN 3880 AND 3908:**

Land Usage Rights: Crèche, Institution, Place of Education, Place of Public Worship and Social Hall.  
 Coverage: 70%  
 F.A.R: 1.2  
 Height: Not exceeding 3 storeys above natural ground level  
 Building Lines: 5m along street boundary and 2m along any other boundaries.  
 Parking: as per section 10.5 of the Scheme.

#### **3.2.3 ERVEN 3891 AND 3892:**

Land Usage Rights: Bakery, Institution, Medical Suites, Retail shop, Take away, Confectioner, Office, Service Retail, Restaurant.  
 Coverage: 50%  
 F.A.R: 0.8  
 Height: Not exceeding 2 storeys above natural ground level  
 Building Lines: 5m along street boundary and 2m along any other boundaries.  
 Parking: as per section 10.5 of the Scheme.

30-7

**LOCAL AUTHORITY NOTICE 97 OF 2016****DECLARATION AS AN APPROVED TOWNSHIP**

**The Emakhazeni Local Municipality in terms of Section 103(1) of the town-planning and Township Ordinance, 1986 (ordinance 15 of 1986). Siyathuthuka Extension 7 to be an approved township subject to the conditions set out in the schedule hereto**

**Schedule**

**STATEMENT OF CONDITIONS UNDER WHICH THE APPLICATION MADE BY EMAKHAZENI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE APPLICANT/TOWNSHIP OWNERS) IN TERMS OF THE PROVISIONS OF CHAPTER IV OF THE TOWN PLANNING AND TOWNSHIPS (ORDINANCE 15, OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 5 OF THE FARM WELTEVREDEN 386 REGISTRATION DIVISION J.S. MPUMALANGA HAS BEEN GRANTED.**

**1. CONDITIONS OF ESTABLISHMENT****1.1 NAME**

The name of the township is **SIYATHUTHUKA EXTENSION 7**.

**1.2 DESIGN**

The township shall consist of erven and streets as indicated on **General Plan No. 305/2013**.

**1.3 ACCESS**

Access to the township shall be to the satisfaction of the Emakhazeni Local Municipality and the Mpumalanga Department of Public Works, Roads and Transport

**1.4 RECEIPT AND DISPOSAL OF STORMWATER**

The township owner shall arrange the stormwater drainage of the township; in such a way as to fit in with all relevant roads and he shall receive and dispose of the stormwater running off or being diverted from such roads.

**1.5 RESPOSIBILITIES IN RESPECT OF ESSENTIAL SERVICES**

The township owner shall provide all essential services in terms of the provisions of sections 116 to 121 of Ordinance 15 of 1986 prior to the registration of any stands in the township, provided that with the written approval of the Municipality installation of essential services may be phased.

**1.6 REMOVAL AND/OR REPLACEMENT OF EXTISTING SERVICES**

Should it become necessary to remove, alter or replace any municipal, Eskom or Telkom services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.



**1.7 PROTECTION OF STAND PEGS**

The township owner shall comply with the requirements with regard to the protection of boundary pegs as determined by the Emakhazeni Local Municipality in this regard, when required to do so by the said Local Municipality.

**1.8 COMPLIANCE WITH CONDITIONS CONTAINED IN THE R.O.D**

Development of this township must be strictly in accordance with the Record of Decision (R.O.D) issued by the Department of Economic Development and Tourism in respect of the township.

**1.9 DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven in the township shall be made subject to existing conditions and servitudes which were not cancelled or otherwise dealt with, if applicable.

**2. CONDITIONS OF TITLE**

**THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE EMAKHAZENI LOCAL MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986, (ORDINANCE 15, OF 1986)**

**2.1 CONDITIONS APPLICABLE TO ALL ERVEN**

- 2.1.1 The erf is subject to a servitude, 2m wide, in favour of the Emakhazeni Local Municipality, 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 purpose, 2m wide, across the access portion of the erf, if and when required by the Council; Provided that the Council may dispense with any such servitude.
- 2.1.2 No building or other structure shall be erected within the foresaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 2.1.3 The Emakhazeni Local Municipality shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude area such material as may be excavated by it during the course of construction, maintenance or removal of such sewerage mains and other works as it, to 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 Council.



- 2.1.4 The erven is situated in an area that has soil conditions that could detrimentally affect buildings and structures and be the cause of damage. Building plans which are submitted to the Emakhazeni Local Municipality for approval must contain remedial actions which are in accordance with the recommendations in the geo-technical report that was compiled for the township so as to eliminate possible damage to buildings and structures as a result of the unfavourable soil conditions, unless proof can be submitted to the Emakhazeni Local Municipality that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

**3. CONDITIONS WHICH, IN ADDITION TO THE EXISTING PROVISIONS OF THE RULING LAND USE SCHEME, HAVE TO BE INCORPORATED, IN TERMS OF SECTION 125 OF ORDINANCE 15 OF 1986.**

**3.1 CONDITIONS APPLICABLE TO ALL ERVEN:**

- 3.1.1 Where, in the opinion of the Emakhazeni Local Municipality, it is impracticable for stormwater to be drained from the higher lying erven direct to a public street, the owner of the lower lying erf shall be obliged to accept and permit the passage over the erf of such stormwater: Provided that the owners of any higher lying erven, the stormwater from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.
- 3.1.2 No Building whatsoever may be erected on a property which will probably be flooded by a public stream: Provided that the Emakhazeni Local Municipality may permit the erection of buildings on such portion if it is convinced that the said portion will no longer be subjected to flooding.
- 3.1.3 The siting of buildings, including outbuildings, on the erf and entrances to and exits from the erf to a public street system shall be to the satisfaction of the Emakhazeni Local Municipality.
- 3.1.4 The main building, which shall be a completed building and not one that has been partly erected, and is to be completed at a later date, shall be erected simultaneously with, or before, the outbuildings.
- 3.1.5 No material or goods of any nature whatsoever shall be dumped or within the building restriction area along any street, and such area shall be used for no other purpose than the laying out of lawns, gardens, parking or access roads: Provided that if it is necessary for a screen wall to be erected on such a boundary this condition may be relaxed by the Emakhazeni Local Municipality and subject to such conditions as may be determined by it.
- 3.1.6 A screen wall or walls shall be erected and maintained to the satisfaction of the Emakhazeni Local Municipality as and when required by it.
- 3.1.7 If the property is fenced, such fence, and the maintenance thereof shall be to the satisfaction of the Emakhazeni Local Municipality.

- 3.1.8 The registered owner is responsible for the maintenance of the whole development on the property. If the Emakhazeni Local municipality is of the opinion that the property, or any portion of the development, is not being satisfactorily maintained the Emakhazeni Local Municipality shall be entitled to undertake such maintenance at the cost of the registered owner.

### **3.2 CONDITIONS APPLICABLE TO THE FOLLOWING ERVEN:**

#### **3.2.1 ERVEN 4571-4814:**

Land Usage Rights: Dwelling House  
Coverage: 50%  
Density: One dwelling per erf  
Height: Not exceeding 3 storeys above natural ground level  
Building Lines: 5m along street boundary and 2m along any other boundaries.  
Parking: as per section 10.5 of the Scheme.

#### **3.2.2 ERF 4815**

Land Usage Rights: Crèche, Institution, Place of Education, Place of Public Worship and Social Hall.  
Coverage: As approved by the Municipality  
F.A.R: As approved by the Municipality  
Height: As approved by the Municipality  
Building Lines: As approved by the Municipality  
Parking: As approved by the Municipality.

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**LOCAL AUTHORITY NOTICE 98 OF 2016****DECLARATION AS AN APPROVED TOWNSHIP**

**The Emakhazeni Local Municipality in terms of Section 103(1) of the town-planning and Township Ordinance, 1986 (ordinance 15 of 1986). Siyathuthuka Extension 8 to be an approved township subject to the conditions set out in the schedule hereto**

**Schedule**

**STATEMENT OF CONDITIONS UNDER WHICH THE APPLICATION MADE BY EMAKHAZENI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE APPLICANT/TOWNSHIP OWNERS) IN TERMS OF THE PROVISIONS OF CHAPTER III (SECTION C) OF THE TOWN PLANNING AND TOWNSHIPS (ORDINANCE 15, OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 79 (PORTION OF PORTION 3) OF THE FARM TWEEFONTEIN 357 REGISTRATION DIVISION J.U. MPUMALANGA HAS BEEN GRANTED.**

**1. CONDITIONS OF ESTABLISHMENT****1.1 NAME**

The name of the township is **SIYATHUTHUKA EXTENSION 8**.

**1.2 DESIGN**

The township shall consist of erven and streets as indicated on **General Plan No. 1121/2012**

**1.3 ACCESS**

Access to the township shall be to the satisfaction of the Emakhazeni Local Municipality and the Mpumalanga Department of Public Works, Roads and Transport

**1.4 RECEIPT AND DISPOSAL OF STORMWATER**

The township owner shall arrange the stormwater drainage of the township; in such a way as to fit in with all relevant roads and he shall receive and dispose of the stormwater running off or being diverted from such roads.

**1.5 RESPOSIBILITIES IN RESPECT OF ESSENTIAL SERVICES**

The township owner shall provide all essential services in terms of the provisions of sections 116 to 121 of Ordinance 15 of 1986 prior to the registration of any stands in the township, provided that with the written approval of the Municipality installation of essential services may be phased.

**1.6 REMOVAL AND/OR REPLACEMENT OF EXTISTING SERVICES**

Should it become necessary to remove, alter or replace any municipal, Eskom or Telkom services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

### **1.7 PROTECTION OF STAND PEGS**

The township owner shall comply with the requirements with regard to the protection of boundary pegs as determined by the Emakhazeni Local Municipality in this regard, when required to do so by the said Local Municipality.

### **1.8 COMPLIANCE WITH CONDITIONS CONTAINED IN THE R.O.D**

Development of this township must be strictly in accordance with the Record of Decision (R.O.D) issued by the Department of Economic Development and Tourism in respect of the township.

### **1.9 DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven in the township shall be made subject to existing conditions and servitudes which were not cancelled or otherwise dealt with, if applicable.

## **2. CONDITIONS OF TITLE**

**THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE CONDITIONS AS INDICATED, LAID DOWN BY THE EMAKHAZENI LOCAL MUNICIPALITY IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986, (ORDINANCE 15, OF 1986)**

### **2.1 CONDITIONS APPLICABLE TO ALL ERVEN**

- 2.1.1 The erf is subject to a servitude, 2m wide, in favour of the Emakhazeni Local Municipality, 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 purpose, 2m wide, across the access portion of the erf, if and when required by the Council; Provided that the Council may dispense with any such servitude.
- 2.1.2 No building or other structure shall be erected within the foresaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 2.1.3 The Emakhazeni Local Municipality shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude area such material as may be excavated by it during the course of construction, maintenance or removal of such sewerage mains and other works as it, to 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 Council.

- 2.1.4 The erven is situated in an area that has soil conditions that could detrimentally affect buildings and structures and be the cause of damage. Building plans which are submitted to the Emakhazeni Local Municipality for approval must contain remedial actions which are in accordance with the recommendations in the geo-technical report that was compiled for the township so as to eliminate possible damage to buildings and structures as a result of the unfavourable soil conditions, unless proof can be submitted to the Emakhazeni Local Municipality that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

**3. CONDITIONS WHICH, IN ADDITION TO THE EXISTING PROVISIONS OF THE RULING LAND USE SCHEME, HAVE TO BE INCORPORATED, IN TERMS OF SECTION 125 OF ORDINANCE 15 OF 1986.**

**3.1 CONDITIONS APPLICABLE TO ALL ERVEN:**

- 3.1.1 Where, in the opinion of the Emakhazeni Local Municipality, it is impracticable for stormwater to be drained from the higher lying erven direct to a public street, the owner of the lower lying erf shall be obliged to accept and permit the passage over the erf of such stormwater: Provided that the owners of any higher lying erven, the stormwater from which is discharged over any lower lying erf, shall be liable to pay a proportionate share of the cost of any pipeline or drain which the owner of such lower lying erf may find necessary to lay or construct for the purpose of conducting the water so discharged over the erf.
- 3.1.2 No Building whatsoever may be erected on a property which will probably be flooded by a public stream: Provided that the Emakhazeni Local Municipality may permit the erection of buildings on such portion if it is convinced that the said portion will no longer be subjected to flooding.
- 3.1.3 The siting of buildings, including outbuildings, on the erf and entrances to and exits from the erf to a public street system shall be to the satisfaction of the Emakhazeni Local Municipality.
- 3.1.4 The main building, which shall be a completed building and not one that has been partly erected, and is to be completed at a later date, shall be erected simultaneously with, or before, the outbuildings.
- 3.1.5 No material or goods of any nature whatsoever shall be dumped or within the building restriction area along any street, and such area shall be used for no other purpose than the laying out of lawns, gardens, parking or access roads: Provided that if it is necessary for a screen wall to be erected on such a boundary this condition may be relaxed by the Emakhazeni Local Municipality and subject to such conditions as may be determined by it.
- 3.1.6 A screen wall or walls shall be erected and maintained to the satisfaction of the Emakhazeni Local Municipality as and when required by it.
- 3.1.7 If the property is fenced, such fence, and the maintenance thereof shall be to the satisfaction of the Emakhazeni Local Municipality.

- 3.1.8 The registered owner is responsible for the maintenance of the whole development on the property. If the Emakhazeni Local municipality is of the opinion that the property, or any portion of the development, is not being satisfactorily maintained the Emakhazeni Local Municipality shall be entitled to undertake such maintenance at the cost of the registered owner.

### **3.2 CONDITIONS APPLICABLE TO THE FOLLOWING ERVEN:**

#### **3.2.1 ERVEN 3919-4114 & 4116-4292:**

Land Usage Rights: Dwelling House  
Coverage: 50%  
Density: One dwelling per erf  
Height: Not exceeding 3 storeys above natural ground level  
Building Lines: 5m along street boundary and 2m along any other boundaries.  
Parking: as per section 10.5 of the Scheme.

#### **3.2.2 ERF 4115**

Land Usage Rights: Crèche, Institution, Place of Education, Place of Public Worship and Social Hall.  
Coverage: 70%  
F.A.R: 1.2  
Height: Not exceeding 3 storeys above natural ground level  
Building Lines: 5m along street boundary and 2m along any other boundaries.  
Parking: as per section 10.5 of the Scheme.

#### **3.2.3 ERVEN 4293&4294**

Land Usage Rights: Dwelling House  
Coverage: As approved by the Municipality  
F.A.R: As approved by the Municipality  
Height: As approved by the Municipality  
Building Lines: As approved by the Municipality  
Parking: As approved by the Municipality

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**LOCAL AUTHORITY NOTICE 99 OF 2016****THABA CHWEU MUNICIPALITY  
LYDENBURG AMENDMENT SCHEME 367/95**

It is hereby notified in terms of the provisions of Section 66(5) of the Thaba Chweu Spatial Planning and Land Use Management By-Law, 2016, that the Thaba Chweu Municipality (Lydenburg Administrative Unit) has approved the amendment of the Lydenburg Town Planning Scheme, 1995, by the rezoning of Erf 4558 Lydenburg Extension 47 from "Business 2" to "Business 1", subject to certain restrictive measures.

The amendment scheme is known as Lydenburg Amendment Scheme 367/95 and shall come into operation on the date of publication of this notice.

Map 3 and the scheme clauses of the amendment schemes are filed with the Municipal Manager of the Municipality of Thaba Chweu and the Department of Agriculture, Rural Development and Land Administration, Nelspruit.

Mr. L.M Mokwena, Municipal Manager  
Civic Centre, PO Box 61, LYDENBURG, 1120

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Nel Street, Nelspruit, 1200. Tel. (01311) 5-2133.