



THE PROVINCE OF MPUMALANGA
DIE PROVINSIE MPUMALANGA

Provincial Gazette Provinsiale Koerant

(Registered as a newspaper) • (As 'n nuusblad geregistreer)

Vol. 25

NELSPRUIT
14 DECEMBER 2018
14 DESEMBER 2018

No. 2994

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HELPLINE**

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DEPARTMENT OF HEALTH

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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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Closing times for **ORDINARY WEEKLY** 2018 MPUMALANGA PROVINCIAL GAZETTE

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

- **28 December 2017**, Thursday for the issue of Friday **05 January 2018**
- **05 January**, Friday for the issue of Friday **12 January 2018**
- **12 January**, Friday for the issue of Friday **19 January 2018**
- **19 January**, Friday for the issue of Friday **26 January 2018**
- **26 January**, Friday for the issue of Friday **02 February 2018**
- **02 February**, Friday for the issue of Friday **09 February 2018**
- **09 February**, Friday for the issue of Friday **16 February 2018**
- **16 February**, Friday for the issue of Friday **23 February 2018**
- **23 February**, Friday for the issue of Friday **02 March 2018**
- **02 March**, Friday for the issue of Friday **09 March 2018**
- **09 March**, Friday for the issue of Friday **16 March 2018**
- **15 March**, Thursday for the issue of Friday **23 March 2018**
- **23 March**, Friday for the issue of Friday **30 March 2018**
- **28 March**, Wednesday for the issue of Friday **06 April 2018**
- **06 April**, Friday for the issue of Friday **13 April 2018**
- **13 April**, Friday for the issue of Friday **20 April 2018**
- **20 April**, Friday for the issue of Friday **27 April 2018**
- **25 April**, Wednesday for the issue of Friday **04 May 2018**
- **04 May**, Friday for the issue of Friday **11 May 2018**
- **11 May**, Friday for the issue of Friday **18 May 2018**
- **18 May**, Friday for the issue of Friday **25 May 2018**
- **25 May**, Friday for the issue of Friday **01 June 2018**
- **01 June**, Friday for the issue of Friday **08 June 2018**
- **08 June**, Friday for the issue of Friday **15 June 2018**
- **15 June**, Thursday for the issue of Friday **22 June 2018**
- **22 June**, Friday for the issue of Friday **29 June 2018**
- **29 June**, Friday for the issue of Friday **06 July 2018**
- **06 July**, Friday for the issue of Friday **13 July 2018**
- **13 July**, Friday for the issue of Friday **20 July 2018**
- **20 July**, Friday for the issue of Friday **27 July 2018**
- **27 July**, Friday for the issue of Friday **03 August 2018**
- **02 August**, Thursday, for the issue of Friday **10 August 2018**
- **10 August**, Friday for the issue of Friday **17 August 2018**
- **17 August**, Friday for the issue of Friday **24 August 2018**
- **24 August**, Friday for the issue of Friday **31 August 2018**
- **31 August**, Friday for the issue of Friday **07 September 2018**
- **07 September**, Friday for the issue of Friday **14 September 2018**
- **14 September**, Friday for the issue of Friday **21 September 2018**
- **20 September**, Thursday for the issue of Friday **28 September 2018**
- **28 September**, Friday for the issue of Friday **05 October 2018**
- **05 October**, Friday for the issue of Friday **12 October 2018**
- **12 October**, Friday for the issue of Friday **19 October 2018**
- **19 October**, Friday for the issue of Friday **26 October 2018**
- **26 October**, Friday for the issue of Friday **02 November 2018**
- **02 November**, Friday for the issue of Friday **09 November 2018**
- **09 November**, Friday for the issue of Friday **16 November 2018**
- **16 November**, Friday for the issue of Friday **23 November 2018**
- **23 November**, Friday for the issue of Friday **30 November 2018**
- **30 November**, Friday for the issue of Friday **07 December 2018**
- **07 December**, Friday for the issue of Friday **14 December 2018**
- **13 December**, Thursday, for the issue of Friday **21 December 2018**
- **19 December**, Wednesday for the issue of Friday **28 December 2018**

LIST OF TARIFF RATES

FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

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 R1008.80 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	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

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 **R3026.32** 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

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, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working 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 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. 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.
6. The completed electronic *Adobe* form has to be submitted via email to 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.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible 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
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. 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.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. 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.
12. 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.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

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

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. 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).
- 20.2. 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

21. 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.
22. 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

23. 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

24. 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). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. 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**

25. 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.
26. 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

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. 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;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. 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.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. 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

31. 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.
32. 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.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. 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 before publication.
35. 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.
36. 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**.
37. 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

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. 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:

E-mail: submit.egazette@gpw.gov.za

For queries and quotations, contact: Gazette Contact Centre:

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

NOTICE 102 OF 2018**STEVE TSHWETE AMENDMENT SCHEME No. 765****NOTICE OF APPLICATION FOR THE AMENDMENT OF THE STEVE TSHWETE TOWN PLANNING SCHEME, 2004, IN TERMS OF SECTION 62(1) AND 94(1) (A) OF THE STEVE TSHWETE SPATIAL PLANNING AND LAND USE MANAGEMENT BYLAW, 2016.**

We Elizone (PTY) LTD being the authorized agent of the registered owner of Erf 2626, Middelburg Extension 9, hereby give notice in terms of Section 94(1)(a) of the Steve Tshwete Spatial Planning and Land Use Management Bylaw, 2016, that I have applied to the Steve Tshwete Local Municipality for the amendment of the town planning scheme known as the Steve Tshwete Town Planning Scheme, 2004, for the rezoning of the abovementioned property situated on 60 Hoog Street, Mineralia, by rezoning the property from Residential 1 to Residential 3 subject to certain conditions.

Any objection/s or comments including the grounds for such objection/s or comments with full contact details, shall be made in writing to the Municipal Manager, PO Box 14, Middelburg 1050 within 30 days from the 7th of December 2018.

Full particulars and plans may be inspected during normal office hours at the office of the Municipal Manager, Steve Tshwete Local Municipality, Cnr. Walter Sisulu and Wanderers Avenue, Middelburg, 1050, Tel: 013 2497000, for a period of 30 days from 7 December 2018.

Address of the Applicant: 6B Klaserie Street, Aerorand, Middelburg, 1055

7-14

KENNISGEWING 102 VAN 2018**STEVE TSHWETE WYSIGINGSKEMA No. 765****KENNISGEWING VAN DIE AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE DORPSBEPLANNINGSKEMA, 2004, INGEVOLGE ARTIKEL 62(1) EN 94(1) (A) VAN DIE STEDELIKE BEPLANNING EN GRONDGEBRUIK BESTUUR VERORDENINGE, 2016**

Ek, Elizone (PTY) LTD, synde die gemagtigde agent van die geregistreerde eienaar van restant van Erf 2626 Middelburg Extension 9, gee hiermee ingevolge Artikel 62(1) en 94(1)(a), van die Stedelike Beplanning en Grondgebruik Bestuur Verordeninge, 2016, kennis dat ons by Steve Tshwete Plaaslike Munisipaliteit aansoek gedoen het om die wysiging van Steve Tshwete Dorpsbeplanningskema, 2004, deur die hersonering van die bogenoemde eiendom geleë te Hoogstraat, Mineralia vanaf Residensiele 1 na Residensiele 3, onderworpe aan sekere voorwaardes.

Besonderhede van die aansoek lê ter insae gedurende gewone kantoorure by die kantoor van die munisipale bestuurder, Steve Tshwete Plaaslike munisipaliteit, munisipale gebou, Wandererslaan, Middelburg, 1050, vir 'n tydperk van 30 dae vanaf 7 Desember 2018.

Besware of vertoë ten opsigte van die aansoek moet binne 'n tydperk van 30 dae vanaf 7 Desember 2018, skriftelik by of tot die munisipale bestuurder by bovermelde adres of by Posbus 14, Middelburg, 1050, ingedien of gerig word.

Adres Van Applikant: KlaserieStraat 6B, Aerorand, Middelburg, 1055

7-14

PROCLAMATION • PROKLAMASIE

PROCLAMATION 63 OF 2018**DECLARATION AS AN APPROVED TOWNSHIP**

The City of Mbombela declares hereby in terms of Section 103 (1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), Orchard View Extension 1 to be an approved township subject to the conditions set out in the schedule hereto.

SCHEDULE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY MABALENGWE DEVELOPMENT COMPANY (PTY) LTD (HEREINAFTER REFERRED TO AS THE APPLICANT) UNDER 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 A PORTION OF PORTION 5 (PORTION OF PORTION 1) OF THE FARM ORCHARD VIEW 1009, REGISTRATION DIVISION JU, PROVINCE OF MPUMALANGA, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**1.1 NAME**

The name of the township shall be Orchard View Extension 1.

2.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan S.G. 295/2018.

2.3 ACCESS

Access to the township shall be from Du Preez Street (over Orchard View Township and Orchard View Extensions 2, 3, 4 and 6) and the R104 (P166), as indicated on the layout plan.

2.4 RECEIPT 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 all relevant roads and shall receive and dispose of the stormwater running off or being diverted from the road.

2.4.1.1 The township owner shall submit for City of Mbombela'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 stormwater 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 City of Mbombela.

2.4.1.2 Furthermore, the scheme shall indicate the route and gradient by which each erf gains access to the street on which it abuts.

2.4.1.3 The township owner shall carry out the approved scheme at its own expense on behalf of and to the satisfaction of the City of Mbombela under the supervision of a civil engineer who is a member of SAACE.

2.4.1.4 The township owner shall be responsible for the maintenance of the streets to the satisfaction of City of Mbombela until the streets have been constructed as set out in subclause 2.4.1.1.

2.4.1.5 If the township owner fails to comply with the provisions of paragraphs 2.4.1.1, 2.4.1.2 and 2.4.1.3 hereof, City of Mbombela shall be entitled to execute the work at the cost of the township owner.

2.5 REMOVAL AND/OR REPLACEMENT OF MUNICIPAL SERVICES

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.

2.6 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 City of Mbombela, 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 City of Mbombela.

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 City of Mbombela.

2.8 REMOVAL AND/OR REPLACEMENT OF ESKOM SERVICES

Should it become necessary to remove, alter, or replace any existing services 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, alter, or replace any existing services of Telkom 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 City of Mbombela in this regard, when required to do so by the City of Mbombela.

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 City of Mbombela.

2.13 SIGNAGE

The applicant shall at his own expense erect the required signs to the satisfaction of the City of Mbombela 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 City of Mbombela.

2.14 DISPOSAL OF EXISTING CONDITIONS OF TITLE

The following conditions contained in Title Deed Number T12824-2016, pertaining to Portion 2 of the farm, Orchard View 1009 JU will be disposed of and not carried forward into the title deeds of the erven in the township:

A. The said farm, whereof the remaining extent, measuring 2859,4755 Hectares, held hereunder, is a portion, is entitled:

(a) To a servitude of aqueduct over Lot 149 and Nelspruit No 222, Section D of Kaap Block, Barberton, as will more fully appear from Notarial Deed No 97/19258, registered on the 21st February, 1925.

By virtue of Notarial Deed of Variation No 1179/70 S dated 11th October 1967 the aforesaid servitude has been cancelled only in so far as that portion indicated by the line A middle of irrigation canal B on servitude diagram SG No A 681 1/56 is concerned, the said portion being no longer in use in consequence of the deviation referred to in the said Notarial Deed.

(b) To a perpetual servitude of aqueduct, Storage and Abutment over the farm STONEHENGE No 220, Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 181/25 S registered on the 27th March 1925.

(c) To a perpetual servitude of aqueduct over Portion A of the farm BESTERSLAST No 185, district Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 182/25 s registered on the 27th March 1925.

- (d) To a perpetual servitude of Aqueduct, over the remaining extent of the said farm BESTERSLAST subject to certain conditions as will more fully appear from Deed of Servitude No 183/25 S, registered on the 27th March 1925.
- (e) That the State-President may at any time, and in any such manner and under such conditions as he may think fit,
- i Construct or authorise the constructions of dams or reservoirs upon the said land;
 - ii Construct or authorise the constructions upon, through or under the said land of water furrows, pipe lines, canals and drains, and conduct or authorise the conducting of water therefrom or there over for the benefit of the public or of any owner or occupier of neighbouring land;
 - iii Construct and work or authorise the constructions and working subject to the provisions of any law, of railways, roads, telegraph and telephone lines on or over the said land; And take material from the said land for the purpose of any such works. Compensation shall be paid to the owner for any loss or damage sustained by it by reason of the exercise of the powers aforesaid, provided, however, that there shall be set off against the loss or damage caused to the owner the benefit instant or prospective which he derives or is likely to derive by reason of the construction of the works. In the event of compensation being payable the amount thereof shall be mutually agreed upon, or failing such agreement, shall be determined by arbitration.
- B By virtue of Notarial Deed of Variation No 1179/70S dated 11th October 1967 the property hereby transferred is entitled to a perpetual Servitude of Aqueduct along the deviated route of the canal, indicated by the figure A E F B on Servitude Diagram A6812/56, for the purpose of diverting water over the Remaining Extent of Portion 2 of the farm Nelspruit no 312, Registration Division J T measuring 341,7370 Hectares held by virtue of Deed of Grant 64/25 dated 16th March 1925, and registered 30th March 1925.
- C SUBJECT to an order of the Water Court for the Water Court District No 19 registered under K 296/52S dated 10th February 1950.
- A The said farm, whereof the remaining extent, measuring 2859,4755 Hectares, held hereunder, is a portion, is entitled:
- (a) To a servitude of aqueduct over Lot 149 and Nelspruit No 222, Section D of Kaap Block, Barberton, as will more fully appear from Notarial Deed No 97/19258, registered on the 21st February 1925.
- By virtue of Notarial Deed of Variation No 1179/70S the servitude referred to above has been cancelled only in so far as that portion indicated by the line A middle of irrigation canal B on servitude diagram S G A 681 1/56 is concerned, the said portion being no longer in use in consequence of the deviation referred to in the said Notarial Deed of Variation.
- (b) To a perpetual Servitude of aqueduct, storage and abutment over the farm STONEHENGE No 220, Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 181/25S, registered on the 27th March 1925.
- (c) To a perpetual Servitude of Aqueduct over Portion A of the farm Besterslast No 185, district Barberton, subject to certain conditions as will more fully appear from Deed of Servitude No 182/25S, registered on the 27th March 1925.
- (d) To a perpetual servitude of aqueduct over the remaining extent of the farm BESTERSLAST subject to certain conditions, as will more fully appear from Deed of Servitude No. 183/25S, registered on the 27th March 1925, the conditions of which Notarial Deed have been varied and added to by Notarial Deed 151/55S, registered on 23rd February, 1955, as will more fully appear 5 from the latter Notarial Deed.
- B. The former farm GOOD LUCK No 318, district Barberton, of which that portion of the property held hereunder lettered A' inner bank of river f g h Q R S V W X A', exclusive of the deduction figures marked Portions E and M on the aforesaid diagram S G No A 3125/25 forms a portion, is subject to the following conditions.
- (a) That the State President may at any time and in any such manner and under such conditions as he may think fit,
- i construct or authorise the constructions of dams or reservoirs upon the said land;

- ii construct or authorise the construction upon through or under the said land of water furrows, pipe lines, canals and drains, and conduct or authorise the conducting of water therefrom or there over for the benefit of the public or of any owner or occupier of neighbouring land;
- iii Construct and work or authorise the construction and working subject to the provisions of any law of railways, roads, telegraph and telephone lines on or over the said land. and take material from the said land for the purpose of any such works.

Compensation shall be paid to the owner for any loss or damage sustained by it by reason of the exercise of the powers aforesaid, provided however, that there shall be set off against the loss or damage caused to the owner the benefit instant or prospective which he derives or is likely to derive by reason of the construction of the works. In the event of compensation being payable the amount thereof shall be mutually agreed upon, or failing such agreement, shall be determined by arbitration.

C. The property held hereunder is subject to certain servitudes with reference to rights to water and aqueduct in favour of Portions H and K of the aforesaid farm transferred to the Nelspruit Estates (Proprietary) Limited by Deed of Transfer No 689/28, dated 25th June, 1928.

D. By virtue of Notarial Deed No 175/32S, registered 3rd May, 1932, the remaining extent of the aforesaid farm SOUTH AFRICA PRUDENTIAL CITRUS ESTATES, measuring as such 1206,0642 Hectares, which forms portion of the property held hereunder, is subject to the right in perpetuity in favour of the Village Council of Nelspruit as owner of the remaining extent of the Townlands of Nelspruit of the farm Nelspruit No 22, district of Nelspruit, measuring as such 509, 1055 hectares held under Crown Grant No 64/1925, dated 16th March, 1925, to draw water from certain canal of the irrigation works situate on the aforesaid remaining extent of the farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES for the purpose of driving its hydroelectric turbines as will more fully appear from the said Notarial Deed, the terms whereof have been modified and varied by Notarial Deed No 449/53 S.

By virtue of Notarial Deed No 699/73S dated 13th September, 1972, the abovementioned condition has been cancelled in so far it concerns Portion 41 (a portion of portion 2) of the farm Nelspruit No 312, Registration Division J T district Nelspruit, measuring 9, 7912 Hectares and held under Deed of Transfer T 28526/1965 as will more fully appear from the said Notarial Deed.

E. By virtue of Notarial Deed No 1213/55S, registered on the 28th November, 1955, the remaining extent of the aforesaid farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES, measuring as such 1206,0642 Hectares, which forms portion of the property held hereunder, is subject to rights of way in favour of the Town Council of Nelspruit as owner of the remaining extent of the farm Nelspruit Reserve No 54, district Nelspruit, measuring as such 792,7245 Hectares held under Crown Grant No 16/28, registered on 1st February, 1928, as will more fully appear from the said Deed.

F. Subject to the terms of an Order of the Water Court for the Water Court District no 19 dated 10th February 1950, and registered under no 296/52S on 24th June, 1952.

G. The former Holding No 139, in South African Prudential Citrus Estates Agricultural Holdings represented on diagram SG No. A3125/25 annexed to Certificate of Consolidated Title 11423/25, as indicated thereon forming part of the property held hereunder is subject to a servitude of right of way and use of road in favour of the following portions of the farm KINGSTON VALE No. 178, district Nelspruit, held by Deed of Transfer No 4650/34:

- i Remaining Extent of Portion A measuring as such 78,6522 hectares;
- ii Portion B measuring 173,3179 Hectares;
- iii Portion C measuring 62,6724 Hectares;
- iv Remaining Extent of Portion D measuring as such 49,6813 Hectares;
- v Portion E measuring 118,5155 Hectares;
- vi Portion F measuring 188,6626 Hectares;
- vii Portion G measuring 81 ,0351 Hectares;
- viii Portion 1 of Portion A measuring 1,6509 Hectares;
- ix Portion 1 of Portion D measuring 3777 square metres. As will more fully appear from Notarial Deed no 322/1934 S registered on the 3rd July, 1934, which condition as far as the said Portion E is concerned, has partially lapsed by merger in respect of the properties described in Paragraphs 1 to 6 hereof.

- H The former Remaining Extent of the Property hereby transferred is FURTHER SUBJECT TO THE FOLLOWING CONDITIONS I
- (a) a Perpetual servitude of storage and abutment.
- (b) a perpetual servitude of aqueduct by means of a canal or furrow for the purpose of leading water in favour of
- | | |
|-----|--|
| i | Portion 2 of Portion F measuring 39,4333 square metres; |
| ii | Remainder of Portion G measuring 53,4904 square metres; |
| iii | Remainder of Portion H measuring 136,8139 square metres; |
| iv | Remainder of Portion F measuring 8, 5653 square metres; |
- all portions of the farm "The Union Farm" no 130 JIU. district Nelspruit, held under Deed of Transfer 20127/1963 as will more fully appear form Notarial Deed of Servitude No 146/68 S.
- I By virtue of Notarial Deed of Variation No 1 179/70S dated 11th October, 1967 the former Remaining Extent of the property hereby transferred measuring 3025, 1994 Hectares is entitled to a perpetual servitude of aqueduct along the deviated route of the canal indicated by the figure A E F B on Servitude Diagram A 6812/56, for the purposes of diverting water over The Remaining Extent of Portion 2 of the farm Nelspruit No 312 Registration Division J T measuring 341 ,7370 Hectares held by Deed of Grant 64/25 dated 16th March, 1925 and registered on 30th March, 1925.
- J. By virtue of Notarial Deed No 1296/72S the former Remaining Extent of the property hereby transferred measuring 2967,0774 Hectares is subject to a servitude for an underground sewerage pipeline 3,15 metres wide in favour of the Town Council of Nelspruit as will more fully appear form the said Notarial Deed.
- K. By virtue of Notarial Deed 940/73 S the right has been granted to ESCOM to convey electricity over the former Remaining Extent of the property hereby transferred, measuring 2964,9057 Hectares, together with ancillary rights, and subject to conditions, as will more fully appear on reference to the said Notarial Deed. By Notarial Deed of Amending Servitude No K 2636/75/s dated 15th September, 1975, Notarial Deed of Servitude No 940/73S has been amended as the line of route of the power line over the within mentioned property has now been defined by survey as will appear from line G B C D E F on Diagram S G No A 5432/74 annexed to the said Notarial Deed.
- L. By virtue of Notarial Deed No 2025/77S dated 22nd March 1977, the property hereby transferred is subject to a servitude in perpetuity to convey electricity together with ancillary rights in favour of the Town Council of Nelspruit. The extent and width of the servitude area shall be 7,50 metres west and 23,50 metres east of the line indicated by the letters A B C D E on Diagram SG No A 4576/76 as will more fully appear from reference to the said Notarial Deed.
- M. By virtue of Notarial Deed No K 765/1980 S dated the 24th September 1980 the former Remaining Extent of the aforesaid farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES, measuring as such 2964,9057 Hectares, is subject to the right in perpetuity to construct a sewer pipe-line across the said property in favour of the Town Council of Nelspruit, as will more fully appear form the said Notarial Deed.
- N. By virtue of Expropriation Notice 709/86 the property is subject to a right in favour of National Transport Commission to gravel stone, sand, clay, water or any other substance of portions jointly approximately 3,5234 Hectares, and Expropriation Notice 404/87 and Expropriation Notice 8/87 in favour of the Department of Transport in extent 2, 7000 Hectares, and an endorsement in terms of Section 11 (1) (B) of Act 37 of 1935 in respect of a portion of the property in extent 35, 7259 Hectares, as will more fully appear from the said Expropriation Notices.
- O. The said farm NELSPRUIT RESERVE No 133, Registration Division JU Transvaal (Portion 1 whereof is hereby transferred) is subject to the following conditions:
- (a) The said farm NELSPRUIT RESERVE No 1'33, Registration Division JU Transvaal (Portion 1 whereof is hereby transferred) is subject to the following conditions:
- The Minister of Lands reserves to himself the right or power from time to time, by writing under his hand, to authorise and allow the construction, laying, repairing, maintenance, and free use of a channel or furrow, or line of pipes through, over or under the land for the purposes of conducting to adjoining or other land, water for railway, domestic or other purposes. from any river or other source of supply situate outside the land. without payment to the Grantee of any compensation for damage thereby occasioned to him, the terms of this clause shall also apply to any furrow, channel or line of pipes at present existing on the land.

- (b) The land hereby transferred shall be subject to all servitudes which now affect or at any time hereafter may be found to affect the title to the land hereby transferred, or to be binding on the Republic of South Africa, in respect of the said land.
- (c) That the State President shall at all times have the right to make roads, railways, dams, aqueducts, drains and to conduct telegraphs over the land for the benefit of the public and to make materials for these purposes without payment of compensation therefor.
- (d) The land shall be subject to the conditions and stipulations contained in Notarial Deed of Servitude 97/1925 S dated the 10th day of February, 1925, in favour of the South African Prudential, Limited.
- P. By virtue of Notarial Deed 1295/72S the property hereby transferred is subject to a servitude for an underground sewerage pipeline 3,15 metres wide in favour of the Town Council of Nelspruit as will more fully appear from the said Notarial Deed.

3. CONDITIONS OF TITLE

THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AS LAID DOWN BY THE CITY OF MBOMBELA 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 is subject to a servitude 2m wide in favour of the City of Mbombela, for sewerage and other municipal purposes along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the City of Mbombela: provided that the City of Mbombela may dispense with any such servitude.
- 3.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 3.1.3 The City of Mbombela 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 by the City of Mbombela.
- 3.1.4 The erf is 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 City of Mbombela 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 City of Mbombela that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

3.1 CONDITIONS APPLICABLE TO ERF 6 AND 7

- 3.1.5 The erven is subject to a servitude 5m wide in favour of the City of Mbombela, for sewerage and other municipal purposes on the northern boundary, as can be identified as point ABCD on General Plan 295/2018.

4.5 ALL ERVEN

- 4.5.1 The erf is 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 City of Mbombela 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 City of Mbombela that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

Mr N. Diamond
Municipal Manager
Mbombela Local Municipality

**NELSPRUIT TOWN PLANNING SCHEME, 1989
AMENDMENT SCHEME 2118**

The City of Mbombela Local hereby in terms of the provisions of Section 125 of the Town-Planning and Townships Ordinance, 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 Orchard View Extension 1.

Map 3 and the scheme clauses of the amendment scheme are filed with the Executive Department of Co-operative Governance and Traditional Affairs, Nelspruit and the office of the Municipal Manager, Civic Centre, Nel Street, Nelspruit, and are open for inspection at all reasonable times.

This amendment is known as the Nelspruit Amendment Scheme 2118 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.

Mr N. Diamond
Acting Municipal Manager
City of Mbombela

PROCLAMATION 64 OF 2018

DECLARATION AS AN APPROVED TOWNSHIP

The City of Mbombela declares hereby in terms of Section 103 (1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), Orchard View Extension 3 to be an approved township subject to the conditions set out in the schedule hereto.

SCHEDULE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY MABALENGWE DEVELOPMENT COMPANY (PTY) LTD (HEREINAFTER REFERRED TO AS THE APPLICANT) UNDER 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 PORTION 10 (A PORTION OF PORTION 1) OF THE FARM ORCHARD VIEW 1009, REGISTRATION DIVISION JU, PROVINCE OF MPUMALANGA, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT**1.1 NAME**

The name of the township shall be Orchard View Extension 3.

2.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan S.G. 736/2018.

2.3 ACCESS

Access to the township shall be from Du Preez Street and the R104 (P166), as indicated on the layout plan.

2.4 RECEIPT 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 all relevant roads and shall receive and dispose of the stormwater running off or being diverted from the road.

2.4.1.1 The township owner shall submit for City of Mbombela'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 stormwater 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 City of Mbombela.

2.4.1.2 Furthermore, the scheme shall indicate the route and gradient by which each erf gains access to the street on which it abuts.

2.4.1.3 The township owner shall carry out the approved scheme at its own expense on behalf of and to the satisfaction of the City of Mbombela under the supervision of a civil engineer who is a member of SAACE.

2.4.1.4 The township owner shall be responsible for the maintenance of the streets to the satisfaction of City of Mbombela until the streets have been constructed as set out in subclause 2.4.1.1.

2.4.1.5 If the township owner fails to comply with the provisions of paragraphs 2.4.1.1, 2.4.1.2 and 2.4.1.3 hereof, City of Mbombela shall be entitled to execute the work at the cost of the township owner.

2.5 REMOVAL AND/OR REPLACEMENT OF MUNICIPAL SERVICES

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.

2.6 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 City of Mbombela, 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 City of Mbombela.

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 City of Mbombela.

2.8 REMOVAL AND/OR REPLACEMENT OF ESKOM SERVICES

Should it become necessary to remove, alter, or replace any existing services 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, alter, or replace any existing services of Telkom 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 City of Mbombela in this regard, when required to do so by the City of Mbombela.

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 City of Mbombela.

2.13 SIGNAGE

The applicant shall at his own expense erect the required signs to the satisfaction of the City of Mbombela 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 City of Mbombela.

2.14 DISPOSAL OF EXISTING CONDITIONS OF TITLE

The following conditions contained in Title Deed Number T12824-2016, pertaining to Portion 1 of the farm, Orchard View 1009 JU will be disposed of and not carried forward into the title deeds of the erven in the township:

- A. The said farm, whereof the remaining extent, measuring 2859,4755 Hectares, held hereunder, is a portion, is entitled:
- (a) To a servitude of aqueduct over Lot 149 and Nelspruit No 222, Section D of Kaap Block, Barberton, as will more fully appear from Notarial Deed No 97/19258, registered on the 21st February, 1925.
- By virtue of Notarial Deed of Variation No 1179/70 S dated 11th October 1967 the aforesaid servitude has been cancelled only in so far as that portion indicated by the line A middle of irrigation canal B on servitude diagram SG No A 6811/56 is concerned, the said portion being no longer in use in consequence of the deviation referred to in the said Notarial Deed.
- (b) To a perpetual servitude of aqueduct, Storage and Abutment over the farm STONEHENGE No 220, Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 181/25 S registered on the 27th March 1925.
- (c) To a perpetual servitude of aqueduct over Portion A of the farm BESTERSLAST No 185, district Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 182/25 s registered on the 27th March 1925.

- (d) To a perpetual servitude of Aqueduct, over the remaining extent of the said farm BESTERSLAST subject to certain conditions as will more fully appear from Deed of Servitude No 183/25 S, registered on the 27th March 1925.
- (e) That the State-President may at any time, and in any such manner and under such conditions as he may think fit,
- i Construct or authorise the constructions of dams or reservoirs upon the said land;
 - ii Construct or authorise the constructions upon, through or under the said land of water furrows, pipe lines, canals and drains, and conduct or authorise the conducting of water therefrom or there over for the benefit of the public or of any owner or occupier of neighbouring land;
 - iii Construct and work or authorise the constructions and working subject to the provisions of any law, of railways, roads, telegraph and telephone lines on or over the said land; And take material from the said land for the purpose of any such works. Compensation shall be paid to the owner for any loss or damage sustained by it by reason of the exercise of the powers aforesaid, provided, however, that there shall be set off against the loss or damage caused to the owner the benefit instant or prospective which he derives or is likely to derive by reason of the construction of the works. In the event of compensation being payable the amount thereof shall be mutually agreed upon, or failing such agreement, shall be determined by arbitration.
- B By virtue of Notarial Deed of Variation No 1179/70S dated 11th October 1967 the property hereby transferred is entitled to a perpetual Servitude of Aqueduct along the deviated route of the canal, indicated by the figure A E F B on Servitude Diagram A6812/56, for the purpose of diverting water over the Remaining Extent of Portion 2 of the farm Nelspruit no 312, Registration Division J T measuring 341,7370 Hectares held by virtue of Deed of Grant 64/25 dated 16th March 1925, and registered 30th March 1925.
- C SUBJECT to an order of the Water Court for the Water Court District No 19 registered under K 296/52S dated 10th February 1950.
- A The said farm, whereof the remaining extent, measuring 2859,4755 Hectares, held hereunder, is a portion, is entitled:
- (a) To a servitude of aqueduct over Lot 149 and Nelspruit No 222, Section D of Kaap Block, Barberton, as will more fully appear from Notarial Deed No 97/19258, registered on the 21st February 1925.
- By virtue of Notarial Deed of Variation No 1179/70S the servitude referred to above has been cancelled only in so far as that portion indicated by the line A middle of irrigation canal B on servitude diagram S G A 681 1/56 is concerned, the said portion being no longer in use in consequence of the deviation referred to in the said Notarial Deed of Variation.
- (b) To a perpetual Servitude of aqueduct, storage and abutment over the farm STONEHENGE No 220, Barberton. Subject to certain conditions as will more fully appear from Deed of Servitude No 181/25S, registered on the 27th March 1925.
- (c) To a perpetual Servitude of Aqueduct over Portion A of the farm Besterslast No 185, district Barberton, subject to certain conditions as will more fully appear from Deed of Servitude No 182/25S, registered on the 27th March 1925.
- (d) To a perpetual servitude of aqueduct over the remaining extent of the farm BESTERSLAST subject to certain conditions, as will more fully appear from Deed of Servitude No. 183/25S, registered on the 27th March 1925, the conditions of which Notarial Deed have been varied and added to by Notarial Deed 151/55S, registered on 23rd February, 1955, as will more fully appear 5 from the latter Notarial Deed.
- B. The former farm GOOD LUCK No 318, district Barberton, of which that portion of the property held hereunder lettered A' inner bank of river f g h Q R S V W X A', exclusive of the deduction figures marked Portions E and M on the aforesaid diagram S G No A 3125/25 forms a portion, is subject to the following conditions.
- (a) That the State President may at any time and in any such manner and under such conditions as he may think fit,
- i construct or authorise the constructions of dams or reservoirs upon the said land;

- ii construct or authorise the construction upon through or under the said land of water furrows, pipe lines, canals and drains, and conduct or authorise the conducting of water therefrom or there over for the benefit of the public or of any owner or occupier of neighbouring land;
- iii Construct and work or authorise the construction and working subject to the provisions of any law of railways, roads, telegraph and telephone lines on or over the said land. and take material from the said land for the purpose of any such works.

Compensation shall be paid to the owner for any loss or damage sustained by it by reason of the exercise of the powers aforesaid, provided however, that there shall be set off against the loss or damage caused to the owner the benefit instant or prospective which he derives or is likely to derive by reason of the construction of the works. In the event of compensation being payable the amount thereof shall be mutually agreed upon, or failing such agreement, shall be determined by arbitration.

C. The property held hereunder is subject to certain servitudes with reference to rights to water and aqueduct in favour of Portions H and K of the aforesaid farm transferred to the Nelspruit Estates (Proprietary) Limited by Deed of Transfer No 689/28, dated 25th June, 1928.

D. By virtue of Notarial Deed No 175/32S, registered 3rd May, 1932, the remaining extent of the aforesaid farm SOUTH AFRICA PRUDENTIAL CITRUS ESTATES, measuring as such 1206,0642 Hectares, which forms portion of the property held hereunder, is subject to the right in perpetuity in favour of the Village Council of Nelspruit as owner of the remaining extent of the Townlands of Nelspruit of the farm Nelspruit No 22, district of Nelspruit, measuring as such 509, 1055 hectares held under Crown Grant No 64/1925, dated 16th March, 1925, to draw water from certain canal of the irrigation works situate on the aforesaid remaining extent of the farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES for the purpose of driving its hydroelectric turbines as will more fully appear from the said Notarial Deed, the terms whereof have been modified and varied by Notarial Deed No 449/53 S.

By virtue of Notarial Deed No 699/73S dated 13th September, 1972, the abovementioned condition has been cancelled in so far it concerns Portion 41 (a portion of portion 2) of the farm Nelspruit No 312, Registration Division J T district Nelspruit, measuring 9, 7912 Hectares and held under Deed of Transfer T 28526/1965 as will more fully appear from the said Notarial Deed.

E. By virtue of Notarial Deed No 1213/55S, registered on the 28th November, 1955, the remaining extent of the aforesaid farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES, measuring as such 1206,0642 Hectares, which forms portion of the property held hereunder, is subject to rights of way in favour of the Town Council of Nelspruit as owner of the remaining extent of the farm Nelspruit Reserve No 54, district Nelspruit, measuring as such 792,7245 Hectares held under Crown Grant No 16/28, registered on 1st February, 1928, as will more fully appear from the said Deed.

F. Subject to the terms of an Order of the Water Court for the Water Court District no 19 dated 10th February 1950, and registered under no 296/52S on 24th June, 1952.

G. The former Holding No 139, in South African Prudential Citrus Estates Agricultural Holdings represented on diagram SG No. A3125/25 annexed to Certificate of Consolidated Title 11423/25, as indicated thereon forming part of the property held hereunder is subject to a servitude of right of way and use of road in favour of the following portions of the farm KINGSTON VALE No. 178, district Nelspruit, held by Deed of Transfer No 4650/34:

- i Remaining Extent of Portion A measuring as such 78,6522 hectares;
- ii Portion B measuring 173,3179 Hectares;
- iii Portion C measuring 62,6724 Hectares;
- iv Remaining Extent of Portion D measuring as such 49,6813 Hectares;
- v Portion E measuring 118,5155 Hectares;
- vi Portion F measuring 188,6626 Hectares;
- vii Portion G measuring 81 ,0351 Hectares;
- viii Portion 1 of Portion A measuring 1,6509 Hectares;
- ix Portion 1 of Portion D measuring 3777 square metres. As will more fully appear from Notarial Deed no 322/1934 S registered on the 3rd July, 1934, which condition as far as the said Portion E is concerned, has partially lapsed by merger in respect of the properties described in Paragraphs 1 to 6 hereof.

H The former Remaining Extent of the Property hereby transferred is FURTHER SUBJECT TO THE FOLLOWING CONDITIONS I

(a) a Perpetual servitude of storage and abutment.

(b) a perpetual servitude of aqueduct by means of a canal or furrow for the purpose of leading water in favour of

- i Portion 2 of Portion F measuring 39,4333 square metres;
- ii Remainder of Portion G measuring 53,4904 square metres;
- iii Remainder of Portion H measuring 136,8139 square metres;
- iv Remainder of Portion F measuring 8, 5653 square metres;

all portions of the farm "The Union Farm" no 130 JIU. district Nelspruit, held under Deed of Transfer 20127/1963 as will more fully appear form Notarial Deed of Servitude No 146/68 S.

I By virtue of Notarial Deed of Variation No 1 179/70S dated 11th October, 1967 the former Remaining Extent of the property hereby transferred measuring 3025, 1994 Hectares is entitled to a perpetual servitude of aqueduct along the deviated route of the canal indicated by the figure A E F B on Servitude Diagram A 6812/56, for the purposes of diverting water over The Remaining Extent of Portion 2 of the farm Nelspruit No 312 Registration Division J T measuring 341 ,7370 Hectares held by Deed of Grant 64/25 dated 16th March, 1925 and registered on 30th March, 1925.

J. By virtue of Notarial Deed No 1296/72S the former Remaining Extent of the property hereby transferred measuring 2967,0774 Hectares is subject to a servitude for an underground sewerage pipeline 3,15 metres wide in favour of the Town Council of Nelspruit as will more fully appear form the said Notarial Deed.

K. By virtue of Notarial Deed 940/73 S the right has been granted to ESCOM to convey electricity over the former Remaining Extent of the property hereby transferred, measuring 2964,9057 Hectares, together with ancillary rights, and subject to conditions, as will more fully appear on reference to the said Notarial Deed. By Notarial Deed of Amending Servitude No K 2636/75/s dated 15th September, 1975, Notarial Deed of Servitude No 940/73S has been amended as the line of route of the power line over the within mentioned property has now been defined by survey as will appear from line G B C D E F on Diagram S G No A 5432/74 annexed to the said Notarial Deed.

L. By virtue of Notarial Deed No 2025/77S dated 22nd March 1977, the property hereby transferred is subject to a servitude in perpetuity to convey electricity together with ancillary rights in favour of the Town Council of Nelspruit. The extent and width of the servitude area shall be 7,50 metres west and 23,50 metres east of the line indicated by the letters A B C D E on Diagram SG No A 4576/76 as will more fully appear from reference to the said Notarial Deed.

M. By virtue of Notarial Deed No K 765/1980 S dated the 24th September 1980 the former Remaining Extent of the aforesaid farm SOUTH AFRICAN PRUDENTIAL CITRUS ESTATES, measuring as such 2964,9057 Hectares, is subject to the right in perpetuity to construct a sewer pipe-line across the said property in favour of the Town Council of Nelspruit, as will more fully appear form the said Notarial Deed.

N. By virtue of Expropriation Notice 709/86 the property is subject to a right in favour of National Transport Commission to gravel stone, sand, clay, water or any other substance of portions jointly approximately 3,5234 Hectares, and Expropriation Notice 404/87 and Expropriation Notice 8/87 in favour of the Department of Transport in extent 2, 7000 Hectares, and an endorsement in terms of Section 11 (1) (B) of Act 37 of 1935 in respect of a portion of the property in extent 35, 7259 Hectares, as will more fully appear from the said Expropriation Notices.

O. The said farm NELSPRUIT RESERVE No 133, Registration Division JU Transvaal (Portion 1 whereof is hereby transferred) is subject to the following conditions:

(a) The said farm NELSPRUIT RESERVE No 1'33, Registration Division JU Transvaal (Portion 1 whereof is hereby transferred) is subject to the following conditions:

The Minister of Lands reserves to himself the right or power from time to time, by writing under his hand, to authorise and allow the construction, laying, repairing, maintenance, and free use of a channel or furrow, or line of pipes through, over or under the land for the purposes of conducting to adjoining or other land, water for railway, domestic or other purposes. from any river or other source of supply situate outside the land. without payment to the Grantee of any compensation for damage thereby occasioned to him,

the terms of this clause shall also apply to any furrow, channel or line of pipes at present existing on the land.

- (b) The land hereby transferred shall be subject to all servitudes which now affect or at any time hereafter may be found to affect the title to the land hereby transferred, or to be binding on the Republic of South Africa, in respect of the said land.
- (c) That the State President shall at all times have the right to make roads, railways, dams, aqueducts, drains and to conduct telegraphs over the land for the benefit of the public and to make materials for these purposes without payment of compensation therefor.
- (d) The land shall be subject to the conditions and stipulations contained in Notarial Deed of Servitude 97/1925 S dated the 10th day of February, 1925, in favour of the South African Prudential, Limited.
- P. By virtue of Notarial Deed 1295/72S the property hereby transferred is subject to a servitude for an underground sewerage pipeline 3,15 metres wide in favour of the Town Council of Nelspruit as will more fully appear from the said Notarial Deed.

3. CONDITIONS OF TITLE

THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS AS LAID DOWN BY THE CITY OF MBOMBELA 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 is subject to a servitude 2m wide in favour of the City of Mbombela, for sewerage and other municipal purposes along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the City of Mbombela: provided that the City of Mbombela may dispense with any such servitude.
- 3.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 3.1.3 The City of Mbombela 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 by the City of Mbombela.
- 3.1.4 The erf is 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 City of Mbombela for approval must contain remedial actions which are in accordance with the recommendations contained in the geotechnical 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 City of Mbombela that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

3.1 CONDITIONS APPLICABLE TO ERF 15

- 3.1.5 Subject to a servitude area, 125 m² as indicated by the figure ABC on diagram S.G. 1769/2002 in favour of the City of Mbombela.

4.5 ALL ERVEN

- 4.5.1 The erf is 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 City of Mbombela for approval must contain remedial actions which are in accordance with the recommendations contained in the geotechnical 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 City of Mbombela that such remedial actions are unnecessary or the same result could be achieved in a more effective manner.

Mr N. Diamond
Municipal Manager
Mbombela Local Municipality

**LOCAL AUTHORITY NOTICE
NELSPRUIT TOWN PLANNING SCHEME, 1989
AMENDMENT SCHEME 2151**

The City of Mbombela Local hereby in terms of the provisions of Section 125 of the Town-Planning and Townships Ordinance, 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 Orchard View Extension 3.

Map 3 and the scheme clauses of the amendment scheme are filed with the Executive Department of Co-operative Governance and Traditional Affairs, Nelspruit and the office of the Municipal Manager, Civic Centre, Nel Street, Nelspruit, and are open for inspection at all reasonable times.

This amendment is known as the Nelspruit Amendment Scheme 2151 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.

Mr N. Diamond
Acting Municipal Manager
City of Mbombela

PROCLAMATION 65 OF 2018
LOCAL AUTHORITY NOTCE 196/2018
NOTICE NO 196 OF 2018
GOVAN MBEKI LOCAL MUNICIPALITY

DECLARATION OF SECUNDA EXTENSION 59 AS AN APPROVED TOWNSHIP

In terms of Section 103(1) of the Town Planning and Townships Ordinance 1986 (Ordinance 15 of 1986), read with the requirements of the Spatial Planning and Land Use Management Act, 2013, the Govan Mbeki Local Municipality hereby declares Secunda Ext 59 to be an approved township subject to the conditions set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY UCJ INVESTMENTS PTY LTD (HEREINAFTER REFERRED TO AS THE TOWNSHIP APPLICANT) UNDER THE PROVISIONS OF CHAPTER III OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986) FOR THE ESTABLISHMENT OF A TOWNSHIP ON THE REMAINDER OF THE FARM WALKER 817-IS, MPUMALANGA PROVINCE, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

1.1 Name

The name of the township shall be Secunda Extension 59.

1.2 Layout/ Design

The township shall consist of erven indicated on General Plan SG No 69/2016.

1.3 Access

Ingress from and egress to the township shall be allowed at points to the satisfaction of the Local Authority.

1.4 Acceptance and Disposal of Storm Water

The township applicant shall arrange for the drainage of the township to fit in with that of any public street and for all storm water running off or being diverted from the said roads to be received and disposed of.

1.5 Removal, Repositioning, Modification or Replacement of Existing Services

If, by reason of the establishment of the township, it should become necessary to remove, reposition, modify or replace any existing municipal service, Post Office/Telkom plant, pipe line, etc the cost thereof shall be borne by the township applicant.

1.6 Demolition of Buildings and Structures

The township owner must, at his own expense, demolish all existing buildings and structures that lie within the building reserves or over communal boundaries, or demolish dilapidated structures to the satisfaction of the Local Authority, when demanded.

1.7 Environmental Management

1.7.1 The township applicant shall at its own expense ensure that an Environmental Management Plan (EMP) is submitted to the Department of Agriculture, Rural Development & Land Administration for approval before construction commences.

1.7.2 The township applicant must ensure that all conditions imposed by the Mpumalanga Department of Agriculture, Rural Development & Land Administration in terms of the Environmental Authorization issued by the said Department be adhered to.

1.8 Obligations with regard to Services and Restriction regarding the Alienation of Erven

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

2. CONDITIONS TO BE COMPLIED WITH BEFORE THE ERVEN IN THE TOWNSHIP BECOME REGISTERABLE

Installation and provision of services

2.1 The township applicant shall install and provide internal engineering services in the township as provided for in the services agreement.

2.2 The Local Authority, or the Applicant on behalf of the Local Authority, shall install and provide external engineering services for the township as provided for in the services agreement.

3. DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

a. Servitudes registered for electricity in terms of Condition A of the said title deed, which does not affect the township:

“A. Onderhewig aan ‘n serwituut ten gunste van EVKOM vir gebruik van 0,4 (NUL KOMMA VIER) hektaar as ‘n elektriese substasie met bykomende regte soos meer volledig sal blyk uit Notariële Akte van Serwituut K 670/1984 S.”

4. CONDITIONS OF TITLE

4.1 Imposed in terms of the provisions of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986)

4.1.1 All erven

- a. The erf is subjected to a servitude, 2 metres wide along any two boundaries in favour of the Local Authority for sewerage and other municipal purposes and, in the case of a panhandle erf, an additional servitude for municipal purposes 2 metres wide across the access portion of the erf, if and when required by the Local Authority: Provided that the Local Authority may relax or grant exemption from the required servitudes.
- b. No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 metres thereof.
- c. The Local Authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion, may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose, subject to any damage done during the process of the construction,

maintenance or removal of such sewerage mains and other works being made good by the Local Authority.

4.2 Conditions of title to be registered/created on first registration of the erven concerned:

No erf in the township may be transferred unless the following conditions are registered:

4.2.1 All Erven

The erf is subject to the following conditions:

- a. Each building to be erected on this erf shall be fitted with a compulsory public address system, which shall comply with SANS 60849:2005 "Sound systems for emergency purposes", to the satisfaction of the Local Authority.
- b. The property will be provided with a clearly demarcated emergency assembly point/room, which shall comply with Sasol Ltd safety standards, to the satisfaction of the Local Authority.
- c. All owners and/or occupiers of the premises shall be subject to participation in community and/or targeted emergency exercises or emergency awareness sessions either at the behest of Sasol Ltd, Govan Mbeki Community Awareness & Emergency Response (CAER) or the Local Authority.
- d. The property shall not be used for purposes of crèches, old age homes, hospitals, schools, critical care facilities or any facility for the accommodation of vulnerable populations.

Mr. SF Mndebele: Municipal Manager
Council Offices, Horwood Street
Central Business District
Secunda
Reference No: 16/3/1/59

LOCAL AUTHORITY NOTICE 196 OF 2018
GOVAN MBEKI AMENDMENT SCHEME SCND-X59

The Govan Mbeki Local Municipality hereby, in terms of the provisions of Section 125(1) of the Town-planning and Townships Ordinance, 1986, read with the requirements of the Spatial Planning and Land Use Management Act, 2013, declares that it has approved an Amendment Scheme, being an amendment of the Govan Mbeki Land Use Scheme 2010, comprising the same land as included in the township of Secunda Extension 59.

Schedule X59-1 of the amendment scheme is filed with the Municipal Manager, Govan Mbeki Local Municipality, Municipal Offices, Secunda and is open for inspection at all reasonable times.

The amendment is known as Govan Mbeki Amendment Scheme SCND-X59

Mr. SF Mndebele: Municipal Manager
Council Offices, Horwood Street
Central Business District
Secunda
Reference No: 16/3/1/59

PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

PROVINCIAL NOTICE 156 OF 2018**MPUMALANGA GAMING ACT, 1995 (ACT 5 OF 1995) AS AMENDED
APPLICATION FOR A TRANSFER OF A SITE OPERATOR LICENSE**

Notice is hereby given that EW Coffee (Pty) Ltd, Registration number 2017/380265/07, trading as Impala Tavern, intends submitting an application to the Mpumalanga Economic Regulator on 14 December 2018 for the transfer of Site Operator license from Lucio Da Silva trading as Impala Tavern. The site premises is located at: 26 Chief Mgiyeni Street White River, Mbombela Municipality, Ehlanzeni District, Mpumalanga Province. The owner/manager of the business are: Mr. Anthony Molefe Mashego. No change to the licence conditions of the site operator licence is proposed in this application. The application will be open for public inspection at the office of the Mpumalanga Economic Regulator at First Avenue, White River, South Africa, 1240, from 14 December 2018 to 12 January 2019. Attention is directed to the provisions of Section 26 of the Mpumalanga Gaming Act, 1995 (Act No.5 of 1995) as amended, which makes provision for the lodging of written objections in respect of the application. Such objections should be lodged with the Chief Executive Officer, Mpumalanga Economic Regulator, First Avenue, Private Bag X9908, White River, South Africa, 1240, within the aforementioned public inspection period.

PROVINCIAL NOTICE 157 OF 2018

Notice is hereby given that the following Applicants intend on submitting application(s) to the Mpumalanga Economic Regulator (MER) for Site Operators Licences:

1. Joan Lucille Swart trading as Memory Lane Restaurant at 12 Corner of Laing and Steenkamp Streets, Stand 2215, Ext4, Secunda, Govan Mbeki, Gert Sibande, Mpumalanga, 1185
2. Cain Michael Msibi trading as Bongani Emjindini Tavern at Stand 160/161, Emjindini Township, Barberton, Mbombela, Ehlanzeni, 1309.
3. Edward Borzoi Mashele trading as Casa Banana Tavern at Thulani , Stand 306, Calcuta C, Bushbuckridge, Ehlanzeni, Mpumalanga, 1218
4. Walter Monday Shabangu trading as Nkanyezi Tavern at Stand no. B 415 Block A Zibokwane Trust, Nkomazi, Ehlanzeni, Mpumalanga 1331
5. Nhlanhla Lazarus Sibiya trading as Mthunzomuhle Tavern at stand 356 Schoemansdal Trust, Malelane, Nkomazi, Ehlanzeni, Mpumalanga, 1331.
6. Nhlanhla Lazarus Sibiya trading as Mthunzomuhle 2 Tavern at Mjejane Trust, Komatipoort, Nkomazi, Ehlanzeni, Mpumalanga, 1340

These applications will be open for public inspection and objection at the offices of the MER from 20 December 2018.

Attention is directed to the provisions of Section 26 of the Mpumalanga Gambling Act, 1995 that makes provision for the lodging of written objections or representations in respect of the application. Such objections or representations should be lodged with the Chief Executive Officer, Mpumalanga Economic Regular, Private Bag X9908, White River, Mpumalanga, 1240, within one month from 20 DECEMBER 2018.

PROVINCIAL NOTICE 158 OF 2018

Notice is hereby given that the following Applicants intend on submitting application(s) to the Mpumalanga Economic Regulator (MER) for Site Operators Licences:

1. Joan Lucille Swart trading as Memory Lane Restaurant at 12 Corner of Laing and Steenkamp Streets, Stand 2215, Ext4, Secunda, Govan Mbeki, Gert Sibande, Mpumalanga, 1185
2. Cain Michael Msibi trading as Bongani Emjindini Tavern at Stand 160/161, Emjindini Township, Barberton, Mbombela, Ehlanzeni, 1309.
3. Edward Borzoi Mashele trading as Casa Banana Tavern at Thulani , Stand 306, Calcuta C, Bushbuckridge, Ehlanzeni, Mpumalanga, 1218
4. Walter Monday Shabangu trading as Nkanyezi Tavern at Stand no. B 415 Block A Zibokwane Trust, Nkomazi, Ehlanzeni, Mpumalanga 1331
5. Nhlanhla Lazarus Sibiya trading as Mthunzomuhle Tavern at stand 356 Schoemansdal Trust, Malelane, Nkomazi, Ehlanzeni, Mpumalanga, 1331.
6. Nhlanhla Lazarus Sibiya trading as Mthunzomuhle 2 Tavern at Mjejane Trust, Komatipoort, Nkomazi, Ehlanzeni, Mpumalanga, 1340

These applications will be open for public inspection and objection at the offices of the MER from 20 December 2018.

Attention is directed to the provisions of Section 26 of the Mpumalanga Gambling Act, 1995 that makes provision for the lodging of written objections or representations in respect of the application. Such objections or representations should be lodged with the Chief Executive Officer, Mpumalanga Economic Regular, Private Bag X9908, White River, Mpumalanga, 1240, within one month from 20 DECEMBER 2018.

PROVINCIAL NOTICE 159 OF 2018

Notice is hereby given that the following Applicants intend on submitting application(s) to the Mpumalanga Economic Regulator (MER) for Site Operators Licences:

1. Sipho Khulisimuzi Ngwenya trading as Ingwenya Bar, Guest and Conference at Stand 5/R15/1408 Vlakbult area, Kamhlushwa, Nkomazi, Ehlanzeni, Mpumalanga, 1200
2. Cain Michael Msibi trading as Bongani Emjindini Tavern at Stand 160/161, Emjindini Township, Barberton, Mbombela, Ehlanzeni, 1309.
3. Reginald Zacharia Sithole trading as Darasalam Eating House at Mangweni Trust Ejabulisane Mangweni, Nkomazi, Ehlanzeni, Mpumalanga 1200
4. Thulani Fanzu Nkomo trading as Mthunzini Junxion at erf 3873 Mtsweni street Silobela Carolina, Chief Albert Luthuli, Gert Sibande, Mpumalanga 1185
5. Zephaniya Funny Nkosi Sikhosana trading as Zeph's Restaurant at Standplaas 1878, Ogies, Emakhazeni Municipality, 2230
6. Mable Catherine Pule trading as Mable's Tavern at stand 780, Klarinet ext 3, eMalahleni, Nkangala, 2276
7. Dilynda Retailers (Pty) Ltd trading as Rio' Sanna at 481 Sarel Cilliers Street, Delmas, Nkangala, 2210

These applications will be open for public inspection and objection at the offices of the MER from 20 December 2018.

Attention is directed to the provisions of Section 26 of the Mpumalanga Gambling Act, 1995 that makes provision for the lodging of written objections or representations in respect of the application. Such objections or representations should be lodged with the Chief Executive Officer, Mpumalanga Economic Regular, Private Bag X9908, White River, Mpumalanga, 1240, within one month from 20 December 2018.

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Also available at the **Provincial Legislature: Mpumalanga**, Private Bag X11289, Room 114, Civic Centre Building,
Nel Street, Nelspruit, 1200. Tel. (01311) 5-2133.