



THE PROVINCE OF MPUMALANGA
DIE PROVINSIE MPUMALANGA

Provincial Gazette Provinsiale Koerant

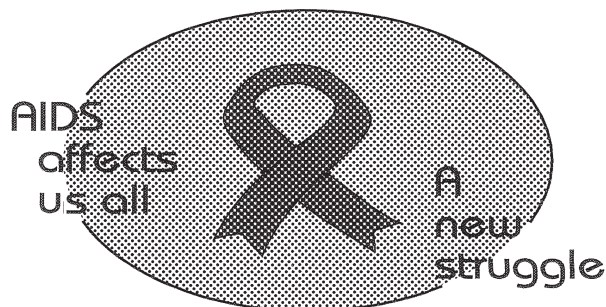
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Vol. 26

NELSPRUIT
1 MARCH 2019
1 MAART 2019

No. 3021

We all have the power to prevent AIDS



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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** 2019 MPUMALANGA PROVINCIAL GAZETTE

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

- **27 December 2018**, Friday for the issue of Friday **04 January 2019**
- **04 January**, Friday for the issue of Friday **11 January 2019**
- **11 January**, Friday for the issue of Friday **18 January 2019**
- **18 January**, Friday for the issue of Friday **25 January 2019**
- **25 January**, Friday for the issue of Friday **01 February 2019**
- **01 February**, Friday for the issue of Friday **08 February 2019**
- **08 February**, Friday for the issue of Friday **15 February 2019**
- **15 February**, Friday for the issue of Friday **22 February 2019**
- **22 February**, Friday for the issue of Friday **01 March 2019**
- **01 March**, Friday for the issue of Friday **08 March 2019**
- **08 March**, Friday for the issue of Friday **15 March 2019**
- **14 March**, Thursday for the issue of Friday **22 March 2019**
- **22 March**, Friday for the issue of Friday **29 March 2019**
- **29 March**, Wednesday for the issue of Friday **05 April 2019**
- **05 April**, Friday for the issue of Friday **12 April 2019**
- **12 April**, Friday for the issue of Friday **19 April 2019**
- **17 April**, Wednesday for the issue of Friday **26 April 2019**
- **25 April**, Thursday for the issue of Friday **03 May 2019**
- **03 May**, Friday for the issue of Friday **10 May 2019**
- **10 May**, Friday for the issue of Friday **17 May 2019**
- **17 May**, Friday for the issue of Friday **24 May 2019**
- **24 May**, Friday for the issue of Friday **31 May 2019**
- **31 May**, Friday for the issue of Friday **07 June 2019**
- **07 June**, Friday for the issue of Friday **14 June 2019**
- **13 June**, Thursday for the issue of Friday **21 June 2019**
- **21 June**, Friday for the issue of Friday **28 June 2019**
- **28 June**, Friday for the issue of Friday **05 July 2019**
- **05 July**, Friday for the issue of Friday **12 July 2019**
- **12 July**, Friday for the issue of Friday **19 July 2019**
- **19 July**, Friday for the issue of Friday **26 July 2019**
- **26 July**, Friday for the issue of Friday **02 August 2019**
- **02 August**, Friday for the issue of Friday **09 August 2019**
- **08 August**, Thursday for the issue of Friday **16 August 2019**
- **16 August**, Friday for the issue of Friday **23 August 2019**
- **23 August**, Friday for the issue of Friday **30 August 2019**
- **30 August**, Friday for the issue of Friday **06 September 2019**
- **06 September**, Friday for the issue of Friday **13 September 2019**
- **13 September**, Friday for the issue of Friday **20 September 2019**
- **19 September**, Thursday for the issue of Friday **27 September 2019**
- **27 September**, Friday for the issue of Friday **04 October 2019**
- **04 October**, Friday for the issue of Friday **11 October 2019**
- **11 October**, Friday for the issue of Friday **18 October 2019**
- **18 October**, Friday for the issue of Friday **25 October 2019**
- **25 October**, Friday for the issue of Friday **01 November 2019**
- **01 November**, Friday for the issue of Friday **08 November 2019**
- **08 November**, Friday for the issue of Friday **15 November 2019**
- **15 November**, Friday for the issue of Friday **22 November 2019**
- **22 November**, Friday for the issue of Friday **29 November 2019**
- **29 November**, Friday for the issue of Friday **06 December 2019**
- **06 December**, Friday for the issue of Friday **13 December 2019**
- **12 December**, Thursday for the issue of Friday **20 December 2019**
- **18 December**, Wednesday for the issue of Friday **27 December 2019**

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

PROCLAMATION • PROKLAMASIE

PROCLAMATION 5 OF 2019**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), UMP Mbombela Campus to be an approved township subject to the conditions set out in the schedule hereto.

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY THE UNIVERSITY OF MPUMALANGA (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 THE PROPOSED UMP MBOMBELA CAMPUS TOWNSHIP, SITUATED ON THE FARM UNIVERSITY OF MPUMALANGA 1027 JT

1 CONDITIONS OF ESTABLISHMENT**1.1 NAME**

The name of the township shall be UMP MBOMBELA CAMPUS

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan S.G. NO.818/2017.

1.3 ACCESS

A private road system is to be provided to distribute traffic into the township. This road will also carry any large traffic, as most of the amenities are situated along this road. Smaller streets and pedestrian paths will provide direct access to the erven and within the larger erven in the township and will not carry much traffic.

1.4 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.

1.5 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.

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 Mbombela Local Municipality.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 COMPLIANCE WITH CONDITIONS IMPOSED BY THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS, CONTAINED IN THE R.O.D.

The township owner shall at his own expense comply with all the conditions imposed, by which the Department of Environmental Affairs has granted the applicant authorisation to undertake a listed activity on the property in terms of Listing Notices 1 & 3 (GN R 544 and 546) Development of this township must be strictly in accordance with the Record of Decision issued by the Department of Environmental Affairs- in respect of this township under Files No. 14/12/16/3/3/1/1057 in respect of the township for the UMP Mbombela Campus Township.

1.14 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, if any.

1.15 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.

1.16 DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

I. THE FOLLOWING CONDITIONS OF TITLE MUST NOT BE CARRIED FORWARD TO THE ERVEN IN THE TOWNSHIP:**1.16.1 Conditions pertaining to the former Portion 32 (A Portion of Portion 2) of The Farm Boschrand 283 J.T. which are not to be carried forward in the township conditions:**

A. By Notarial Deed K2514/1979-S the within mentioned property is subject to a servitude of pipeline 3 metres wide, along the route A B C D as shown on servitude diagram L G A No 5894/78 in favour of the farm Sterkspruit 285, Registration Division J.R.; Transvaal as will more fully appear from reference to the said Notarial Deed

C. THE property hereby transferred is subject and entitled to the following rights to water and water-furrow, as set out in Deed of Transfer 3887/1929, whereby Portion 1 of Portion 14 of the said farm, measuring 85,0532 hectares, was transferred to the GOVERNMENT OF THE UNION OF SOUTH AFRICA, namely:-

- (a) The existing furrow to the end thereof from its intake on the Nels River, as shown on the Diagram of the property hereby transferred and the Diagram of Portion 1 aforesaid, shall be retained and no deviation be made from the centre line thereof;
- (b) THE gradient, side slopes, depth and finish of the existing furrow, together with the incomplete portion thereof within said Portion 2, as shown on aforesaid Diagram, which shall be constructed by the BOSCHRAND

CITRUS COMPANY, LIMITED, as owner of the remainder of Portion 14 measuring as such 2239,9939 hectares, as held under Deed of Transfer 9064/1924, at their own, sole and entire discretion and expense in similar manner to the existing furrow, shall not thereafter be altered without the approval of the said BOSCHRAND CITRUS COMPANY, LIMITED, or their Successors –in Title;

- c) THE owners of the aforesaid Portion 1 and 2 shall jointly be entitled to the use of such reasonable portion of the water flowing in the furrow aforesaid, which can be beneficially used for the irrigation of their lands and which use shall not impair or prejudice any or all rights whatsoever to water attaching to the lower riparian lands of the BOSCHRAND CITRUS COMPANY, LIMITED, or their Successor-in-Title, as owner of aforesaid Remaining Extent of Portion 14;
- d) To ensure all their rights to the said water from the said river and the use and enjoyment thereof by them, the said BOSCHRAND CITRUS COMPANY, LIMITED, as lower riparian owners, of their Successors-in-Title, shall be entitled:-
- (i) TO extent the said furrow referred to in Clauses (a) and (b) hereof, as well as alter the dimensions thereof, in such manner as may be though fit, for the proper, efficient and equitable distribution and use of the water.
 - (ii) TO the free and unrestricted reservation and use of land in perpetuity to an extent of not more than 2,83 metres on either side of the centre lines on the said furrow referred to in clauses (a) and (b) hereof, with the right of reasonable access thereto over aforesaid portions 1 and 2 and to take and use materials from the said land for the construction of such works, whether culverts, pipe lines, flumes, passages, drains, cutlets or otherwise and the maintenance, improvement, alteration, repair or such other attention thereto as shall be deemed necessary from time to time to secure the free, unimpeded and continuous flow of water in such extended furrow.
 - (iii) TO the use of such stock, vehicles, appliances or other means whatsoever in the possession of and/ or under the control of the BOSCHRAND CITRUS COMPANY, LIMITED, or their Successors-in-Title, which may be deemed necessary from time to time for the execution of the said works, as well as their maintenance and other attention thereto as aforesaid.
 - (iv) NO compensation shall be payable by the BOSCHRAND CITRUS COMPANY, LIMITED, or their Successors-in-Title, to the owners of Portion 1 and 2 aforesaid, or their Successors-in-Title, for and in respect of the rights stated or the exercise of same as set forth in this Clause and the sub-sections- thereof
- e) EACH of the owners obtaining water from the said furrow or extension thereof shall be responsible for the maintenance in proper order and condition at his own expense of such length of furrow as may be contained within the boundaries of their respective lands.
- D. Portion 22 (a portion of Portion 14) of the farm BOSCHRAND 283, Registration Division J.R., Transvaal, (a portion whereof is hereby transferred) is subject to;

- (i) A perpetual servitude of Aqueduct for a pipe line as indicated by the straight line B C on diagram S.G. No. 10/66 annexed to Deed of Servitude K1035/76-S.
- (ii) A perpetual servitude of Right of Way as indicated by the irregular line a b on diagram S.G. No. 10/66 as will more fully appear from Notarial Deed of Servitude K1035/1976S.

1.16.2 Conditions pertaining to the former Portion 114 (A Portion of Portion 31) of The Farm Boschrand 283 J.T. which are not to be carried forward in the township conditions:

- A. By Notarial Deed K2514/1979-S the within mentioned property is subject to a servitude of pipeline 3 metres wide, along the route A B C D as shown on servitude diagram L G A No 5894/78 in favour of the farm Sterkspruit 285, Registration Division J.R.; Transvaal as will more fully appear from reference to the said Notarial Deed
- B. PORTION 14 aforesaid (a Portion whereof is hereby transferred) is specially subject and entitled to the servitudes and conditions appearing in the Deeds of Transfer of the following Portions, namely:-
 - (I) Portions "B" and "C", as held under Deeds of Transfer 962/1922 and 958/1922, measuring 27,1492 (Two Seven comma One Four Nine Two) hectares and 21,8273 (Two One comma Eight Two Seven Three) hectares respectively:-
 - (b) The owners of aforesaid portions "B" and "C" shall each have the right to depasture 30 head of cattle or other animals on the veld of the said portion 14 but the owner of the said portion 14 shall nevertheless have the right to place any portion of the veld or whole thereof under cultivation, and the right of grazing will ipso facto lapse in respect of any portion of the said farm when brought under irrigation or placed under cultivation or under Orchards or Plantations, and further such right of grazing shall not extent to any ground in the immediate vicinity of any homesteads or buildings on the said farm , nor shall such grazing rights prevent the owner of said portion 14 or his successors in title from carrying out any works on the said farm or from constructing any waterfurrows or other works in connection with the irrigation of the said farm or erection of buildings and other works in connection with the development of the said farm.
 - (c) The owners of said portions "B" and "C" shall jointly be entitled to a right of way over the said portion 14 along the existing road from portion "B" to Citrus Siding.
 - (II) Portion "D" in extent 10,2784 (One Nought comma Two Seven Eight Four) hectares as held under Transfer T5703/1922.
 - (a) Willem Adolph Joubert binds himself to construct suitable main and branch waterfurrows to lead the water from the Nels river to aforesaid portion "D" and the owner of portion "D" shall be

obliged to pay yearly in advance, from the 1st January 1920 to the said Willem Adolph Joubert, the sum of fifty cents in respect of each 8565 (Eight Five Six Five) square metres of ground transferred to him. This payment to continue until such time as the said Willem Adolph Joubert shall hand over the maintenance of said waterfurrows to an Irrigation Board or other competent body to be appointed by the Lot owners or by the Government in terms of any law which may then be in force.

(b) Said Portion "D" is subject to the right, in favour of the said portion 14 to construct Waterfurrows and conduct water over said portion "D" should it be necessary or expedient for irrigation of any land on the said farm.

(c) That the said Willem Adolph Joubert shall not be obliged to construct, maintain, repair or keep in order any approaches to said portion "D" or any waterdrains, culverts or other works of whatsoever nature in connection with the same, save as herein before stipulated.

(d) The owner of aforesaid portion "D" shall be entitled to depasture ten (10) head of cattle or other animals on such part or portion of aforesaid portion 14 of aforesaid farm as may be pointed out by the owners of aforesaid Portion 14 from time to time, such grazing rights to be exercised jointly with the other owners of irrigations portions, provided that the extent of the grazing area shall in no case be less than the aggregate area of the portions under irrigation of the parties exercising such grazing rights.

(III) Portion "F" in extent 10, 5710 (One Nought comma Five Seven One Nought) hectares as held under Certificate of Registered Title 9065/1924

(a) The owner of portion "F" shall be entitled to water for irrigation of the property and for domestic purposes out of the existing furrow running over aforesaid portion 14 or any furrow which may be constructed through or near aforesaid portion.

(b) The owner of portion "F" shall pay yearly in advance to the owners of aforesaid portion 14 the sum of fifty cents per 8565 square metres of land held by him. This payment shall continue until the owners of portion 14 shall hand over the maintenance of the irrigation channels to an irrigation Board or other competent body appointed by the owners of portions of aforesaid farm Boschrand or by the Government in accordance with any acts which may then be in force.

(c) Right of grazing in favour of portion "F" for ten (10) head of cattle or other animals subject to the terms and stipulations more fully set out in paragraph (II)(d) hereof.

- (d) Portion "F" is subject to right to construct furrows and lead water more fully set out in paragraph (II)(b) hereof.
- (IV) Portion "G" in extent 9,0307 (Nine comma Nought Three Nought Seven) hectares as held Under Certificate of Registered Title 9066/1924;
- (a) Portion "G" is entitled to similar rights to water as Portion "F" more fully set out in paragraph (III)(a) hereof.
- (b) Portion "G" is subject to similar payment of fifty cents per 8565 square metres as portion "F" more fully set out in paragraph (III)(b) hereof.
- (c) Portion "G" is entitled to similar rights of grazing for ten (10) head of cattle or other animals as portion "D" more fully set out in paragraph (II)(d) hereof.
- (d) Portion "G" is subject to the right to construct furrows and lead water more fully set out in paragraph (II)(b) hereof.
- (V) Portion "H" in extent 8565 square metres, as held under aforesaid Certificate of Registered Title 9066/1924;
- (a) Portion "H" is subject to the right to construct furrows and lead water more fully set out in paragraph (II)(b) hereof
- (VI) Portion "K" in extent 8,8165 hectares as held under Certificate of Registered Title T9067/1924:
- (a) Portion "K" is entitled to similar rights to water as portion "F" more fully set out in paragraph (III)(a) hereof.
- (b) Portion "K" is subject to similar payment of fifty cents per 8565 square metres as portion "F" more fully set out in paragraph (III)(b) hereof.
- (c) Portion "K" is entitled to depasture 20 head of cattle or other animals subject to the terms and stipulations more fully set out in paragraph (II)(d) hereof.
- (d) Portion "K" is subject to the right to construct furrows and lead water, more fully set out in paragraph (II)(b) hereof
- (VII) Portion "L" in extent 19,3091 hectares as held under Certificate of Registered Title 9068/1924;
- (a) Portion comprising figure marked L.M.N.G.H.J.K. on diagram of aforesaid portion "L" is entitled to similar rights to water as portion "F" more fully set out in paragraph (III)(a) hereof, and is subject to a similar payment of fifty cents per 8565 square metres as portion "F" more fully set out in paragraph (III)(b) hereof. It is further entitled to depasture fifteen head of cattle or other animals subject to the terms and stipulations more fully set out in paragraph (II)(d) hereof.
- (b) Portion "L" is subject to the right to construct furrows and lead water, more fully set out in paragraph (II)(b) hereof.

(VIII) Portion "O" is extent 2,0900 hectares as held under Certificate of Registered Title 9070/1924

- (a) Portion "O" is entitled to take water by gravitation for irrigation of his property from any existing furrow or any furrow which may be constructed above the said property.
- (b) Portion "O" is subject to a right of way to the Nelspruit Road in favour of owners of adjoining portions of aforesaid farm Boschrand.
- (c) Portion "O" is subject to the right to construct furrows and lead water more fully set out in paragraph (II)(b) hereof.

(IX) Portion "P", in extent 8,5653 hectares as held under aforesaid Certificate of Registered Title 9070/1924.

- (a) Portion "P" is entitled to sufficient water for irrigation of his property out of any existing furrow or any furrow which may be constructed through or near aforesaid portion.
- (b) Portion "P" is subject to a similar payment of fifty cents per 8565 square metres as portion "F" more fully set out in paragraph (III)(b) hereof.
- (c) Portion "P" is subject to the right to construct furrow and lead water more fully set out in paragraph (II)(b) hereof.

C. Aforesaid portion 14 (a Portion whereof is hereby transferred) is further subject to the following servitudes in favour of the remaining extent of the farm, measuring as such 16,6952 hectares as per Deed of Transfer 4950/1897, and entitled to the hereinafter mentioned rights over aforesaid remaining extent.

- (a) The owner of the said remaining extent shall be entitled to take water for irrigation of his property and for domestic purposes out of the existing furrow, as also out of any furrow that may be constructed by the owners of portion 14 hereafter, provided such furrow abuts on or is near to the said remaining extent
- (b) The owner of said remaining extent shall have the right to graze 20 head of cattle on such part of portion 14 as shall be pointed out by the owners of portion 14 provided that the extent of such grazing land shall not be less than 17,1306 hectares.
- (c) The owners of portion 14 shall have the right of free entry at any time to the land for the purpose of inspection as to the condition of the trees. If in the opinion of the said Owners Horticulturist proper steps are not being taken to maintain the health of the trees or cleanliness of the land, written note shall be given detailing the work to be done. Should the owner of the said remaining extent or Agent in charge fail or refuse to comply with the terms of such notice within a period of 14 days of such notice, then and in that event the owners of portion 14 shall have the right forthwith to enter upon the land and carry out and perform the necessary work in a matter deemed by them most useful and expedient. In such case the owner of the remaining extent hereby waives any right of action for damages which she may otherwise possess by reason of such adverse entry, moreover shall be liable and hereby agrees to pay the cost of all work so performed by the Owners of Portion 14 and to refund all moneys expended within three months after receipt of account.

Notwithstanding these provisions, the Owner of the remaining extent shall have the right within the said 14 days to consult the Government Horticulturist, should she so desire, in regard to the work to be done, whose written opinion shall be equally binding on both the Owners of the remaining extent and portion 14 and whose instructions shall be immediately carried out.

- (d) The owner of the remaining extent shall not be at liberty to plant any trees on the land which have not been duly passed by the Owners of parties 14 or their representative.
- (e) The owner of the remaining extent shall not have the right to carry on any trade or business including liquor License, Hotel or Bottle Store on the said land.
- (f) THE owners of portion 14 shall have the right to convey water either by open furrow or by a pipe line over or under the said land, provided, however, that any such works shall not be performed in such manner as to affect the satisfactory working of the said land. They shall also be allowed free access to the existing furrow over the land for the purpose of cleaning, repair, widening and enlarging the same, together with the right to fence in the same provided adequate crossings and outlets for irrigation water be provided.
- (g) SHOULD the owner of the said Remaining Extent be desirous of disposing of the land and should she receive a bona fide offer of purchase at a price at which she is prepared to sell, such offer shall be submitted to the owners of portion 14 and should the latter be desirous of purchasing the land at the price offered and agree to purchase, the land shall be sold to them.

D. THE following portions of said Portion 14, namely, 29a and 29,3,18,28 and 6, originally held under Deeds of Transfer 11750/1926, 11814/1927, 9654/1929,10300/1931 and 8719/1932 respectively, are entitled and subject to the following rights and servitudes over and in favour of the Remaining Extent of Portion 14, measuring 2115,6536 hectares (a Portion whereof is hereby transferred), namely:

- (a) WATER for irrigation of the aforesaid Portions 29a, 29, 3, 28 and 6 shall be taken solely from the supply available from time to time in the canals and other irrigation works of and at the point or points determined from time to time by H.L. HALL & SONS (FARMS) LIMITED, its Successors –in – Title (hereinafter called “the COMPANY”), which supply shall be divided in the proportion which the area under irrigation of the said Portions 29a, 29, 3, 18, 28 and 6 bears to the total irrigable area of Portion 14 of the said farm “BOSCHRAND” 125, without prejudice to the right of the COMPANY to disposal as it thinks fit of any water in excess of the reasonable requirements for irrigation and domestic use of the owners of Portions of Portion 14 of the said farm “BOSCHRAND” 125. The control of all reservoirs, canals and other irrigation works connected with the water supply for all portions of Portion 14 of the said farm “BOSCHRAND” 125 and the distribution of the water is vested in the COMPANY, which may make regulations for such purpose and may delegate the powers aforementioned wholly or in part to such BOARD and BOARDS of MANAGEMENT as may

from time to time be constituted by the owners of the aforesaid Portions 29a,29,3,18,28 and 6 and of the other portions of Portion 14 of the said farm "BOSCHRAND" 125, for purposes of repair, alterations, reconstruction and / or enlargements or irrigation works, the COMPANY may, while such work is in progress, divert or turn off water in any irrigation supply works and shall not be liable in compensation for loss of water due thereto or to any break or leakage in any irrigation works on the said farm. On non-payment of the water rate hereinafter provided for, the COMPANY may out off the supply of water to the Plots 29a,3,18 and 6 aforesaid until such rate is paid. The COMPANY may extent any distributing furrow along any boundary of the aforesaid Portions 29a,29,3,18,28 and 6 for the water service of any other portion or portions of Portion 14 of the said farm "BOSCHRAND" 125.

- (b) The COMPANY undertakes to construct the irrigation canals and the distributing furrow of the aforesaid Portions 29a,29,3,18,28 and 6 free of cost to the owners thereof. Each of the owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6 shall pay to the COMPANY yearly in advance an annual water rate of R2,00 (Two Rand) per annum in respect of each acre under irrigation of the aforesaid Portions 29a,29, 3, 18, 28 and 6 and payment of this rate shall continue to be an annual charge on the said Portions until the establishment by the COMPANY of an IRRIGATION BOARD from amongst the owners of Portions of Portion 14 of the said farm "BOSCHRAND" 125 or until the establishment of some other legal authority to whom maintenance of the water system on Portion 14 of the said farm "BOSCHRAND" 125 shall be delegated and thereupon the said COMPANY shall be relieved from all liability for the upkeep, maintenance, repair, renewal and replacement of the whole of the irrigation works from which the supply of water is or may be drawn by the owners of Portions of Portion 14 of the farm "BOSCHRAND" 125, as well as for the construction of supplementary irrigation works and the upkeep thereof or from liability for that proportion of the cost thereof which the quantity of water supplied therefrom to the owners, other than the COMPANY, of Portions of Portion 14 of the said farm bears to the whole quantity supplied or taken therefrom.
- (c) THE owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6 shall be liable to the COMPANY or its nominee or nominees as representing all the owners of Portions of Portion 14 of the said farm "BOSCHRAND" 125 for the continuous maintenance of their trees on the aforesaid Portions 29a, 29, 3, 18, 28 and 6 in a healthy condition, as well as for the cleanliness and proper cultivation of the same, and the COMPANY through its nominee, agents or employees shall have the right of free entry at any time to the aforesaid Portions 29a,29,3,18,28 and 6 for the purpose of inspection as to the condition of the trees thereon and the manner is being carried out. If in the opinion of the COMPANY'S HORTICULTURIST the proper steps are not being taken by the owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6, their agents or employees, to maintain the health of their trees or cleanliness of their lands on the aforesaid Portions 29a, 29, 3, 18, 28 and 6, written notice shall be given by the COMPANY to the owners of the aforesaid Portions, detailing the work required to be done in connection with the said lands and trees. Should the owners of the aforesaid

Portions 29a, 29, 3, 18, 28 and 6 or their responsibility agent in charge, fail or refuse to comply with the terms of such notice within a period of fourteen days from the date of such written notice, then and in that event the COMPANY, its agents or employees, shall have the right forthwith to enter upon the aforesaid Portions 29a, 29, 3, 18, 28 and 6 and carry out and perform the necessary work in the manner deemed by them most useful and expedient. In such case the owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6, their Heirs, representatives or assigns shall be deemed to have waived any right to action for damages which they might otherwise possess by reason of such adverse entry. Moreover, the owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6 shall be liable for and shall pay the cost of all work as performed by the COMPANY, its Agents or employees, and to refund all moneys so expended in a reasonable time. Notwithstanding the above provisions and the service of the said notice, however, the owner of the aforesaid Portions 29a, 29, 3, 18, 28 and 6 shall have the right within the said period of fourteen days to consult the GOVERNMENT HORTICULTURIST, should they so desire, in regard to the work required to be done in connection with the said lands and trees and his written opinion shall be equally binding on both the COMPANY and the owners of the aforesaid Portions 29a, 29, 3, 18, 28 and 6 and his instructions shall be immediately carried out by the said owners.

- (d) THE COMPANY grants unto the owners of the aforesaid Portions 29a, 29, 3, 18, 28, and 6 permission in common with other owners of Portion 14 of the said farm "BOSCHRAND" 125, to graze such animals as may be required for working the aforesaid Portions 29a, 29, 3, 18, 28 and 6 upon such portion of portions of the Remaining Extent of Portion 14 of the aforesaid farm hereby transferred, which may not be required for agricultural purposes, tree planting, or citrus or other orchards, or have been set aside for other purposes at the discretion of the COMPANY or the registered owner for the time being of the said Remaining Extent of Portion 14 of the aforesaid farm hereby transferred, or set apart for educational or other public purposes or for services required in the general interests of the inhabitants of the estate in terms of any Certificate which may be granted by the MINISTER OF LANDS under the AGRICULTURAL HOLDINGS (TRANSVAAL) REGISTRATION ACT of 1918 or any similar statutory enactment.
- (e) The COMPANY reserves to itself the right to construct such water an irrigation works on the aforesaid Portions 29a, 29, 3, 18, 28 and 6 as it may from time to time deem necessary or advisable for the purpose of serving the said Portions or any other Portions of the said Portion 14 of the farm "BOSCHRAND" 125, together with the right to convey water either by open furrow or by pipelines or otherwise over or under the aforesaid Portions 29a, 29, 3, 18, 28 and 6, to carry telegraph, telephone or electric wires over or under the said properties on poles erected thereon or through pipes placed thereon or in other suitable ways and the right of access to the said property for the employees and workmen of the COMPANY or its agents for the purpose of constructing, inspecting, maintaining, repairing, altering, cleaning, improving and removing the said water and irrigation works, furrows, pipelines and wires, provided, however, that the rights granted to the COMPANY in terms of this clause shall not be exercised in such a manner as to affect the satisfactory working of

the aforesaid Portions 29a, 29, 3, 18, 28 and 6, nor in such manner as to unnecessarily inconvenience the owners of the aforesaid Portions. The provisions of this clause shall apply to all or any water and irrigation works, furrows, pipelines and wires erected by the COMPANY on the aforesaid Portions 29a, 29, 3, 18, 28 and 6 and existing at the date hereof.

- (f) THE COMPANY shall not in any way be compelled to make, maintain, repair or keep in order any roads for approaching the aforesaid Portions 29a, 29, 3, 18, 28 and 6 or any drains, culverts or other works of whatsoever nature in connection therewith, except as hereinbefore specified.
- (g) THE COMPANY shall have the right to apply for a Certificate under Section 1 of the Agricultural Holdings (TRANSVAAL) Registration Act of 1919 in respect of the whole or any Portion (which may include the aforesaid Portions 29a,29,3,18,28 and 6) of the said Portion 14 of the said farm "BOSCHRAND" 125 and if such application is granted , the aforesaid Portions 29a,29,3,18,28 and 6 shall, if the same is included in the area covered by such Certificate, be subject to the provisions of the said Act and of the Certificate.
- E. The within property is entitled to the following servitudes over Portion 30 (a portion of Portion 14) of the within farm, transferred under Deed of Transfer 14478/1971; viz:
- (a) to a servitude of aqueduct 3,15 metres wide;
 - (b) (i) to a servitude area for a Hydro electric-station and substation;
 - (ii) to a powerline servitude and Right of way to the said servitude area;
 - (c) to a servitude of pipeline and Right of way 6.30 metres wide;
 - (d) the right to erect a turbine and / or pumping plant on a site to be determined; all as will more fully appear from the said Deed of Transfer and diagram SG No.A8650/1969 annexed thereto.
- F. By notarial deed 430/73S the within mentioned property is subject to a servitude of water furrow 3,15 metres wide indicated by the figure A,B,C,D,E,F,G,H,J,K,L,M,O,P,Q,R,S,T,U,V,W,X,Y,Z on diagram S.G. No. A3024/72 annexed thereto in favour of portion 4 of the farm STERKSPRUIT 285, J.T., Transvaal.
- G. By virtue of notarial deed of servitude K1035/76S the remaining extent of portion 14 (a portion of whereof is hereby transferred) is subject to:
- (1) A perpetual Servitude of storage abutment and Aqueduct vide the figure A,B,C,D,E,F,G,H,J,K,L,A on diagram S.G. No. A8/66 annexed to the aforesaid Deed of Servitude.
 - (2) A perpetual Servitude of Aqueduct and Right of Way vide the figure M,N,O,P,Q,R,S,T,U,V,W,X,Y,Z,A'M on Diagram S.G. No. A8/66 annexed to the aforesaid Deed of Servitude.
 - (4) A perpetual servitude of Aqueduct as indicated by the straight lines N''P'' Q'' R'' ,R'' S''and V''' W''' on diagram L.G. No. A8/66 aforesaid.

- (5) A perpetual servitude of Aqueduct for a water furrow as indicated by the irregular line a b on Diagram S.G. No. A/66 aforesaid.
 - (6) A perpetual servitude of Right of Way as indicated by the irregular lines c d e and f g on Diagram S.G. No. A8/66 aforesaid
- I. By Notarial deed 1344/55S the within mentioned property is subject to a servitude to convey electricity in favour of the Town Council of Nelspruit as will more fully appear from reference to the said notarial deed

1.16.3 Conditions pertaining to the former Remainder of Portion 28 of the Farm Friedenheim 282 J.T. which are not to be carried forward in the township conditions:

None

1.16.4 Conditions pertaining to the former Portion 178 (A Portion of Portion 36) of the Farm Friedenheim 282 J.T. which are not to be carried forward in the township conditions:

B.

- 1) ONDERWORPE aan die spesiale voorwaarde dat die genoemde grond te gener tyd vervreem mag word aan 'n Asiat of 'n Maatskappy waarin 'n Asiat 'n belang hou nie hoe gering die aandeel ookal mag wees, welke voorwaarde afgedwing kan word deur die geregistreerde eienaar van enige gedeelte van die plaas "FRIEDENHEIM" tan op die naam van PAUL MICHAEL BESTER geregistreer, naamlik:
 - a) Seker gedeelte 9 ('n gedeelte van gedeelte B) van die plaas "FRIEDENHEIM" Nr. 175, distrik Nelspruit; groot 60.1189 morg; gehou kragtens Sertifikaat van Geregistreerde Title Nr. 34988/1948, gedateer 26 Oktober 1948;
 - b) Seker gedeelte 10 ('n gedeelte van gedeelte B) van die genoemde plaas "FRIEDENHEIM" groot 154.7200 morg, gehou kragtens Sertifikaat van Geregistreerde Titel Nr. 34989/1948, gedateer 26 Oktober 1948;
 - c) Seker gedeelte gedeelte 11 ('n gedeelte van gedeelte A) van die genoemde plaas "FRIEDENHEIM" groot 16.3245 morg, gehou kragtens Akte van Transport Nr. 34990/1948, gedateer 26 Oktober 1948;
 - d) Seker gedeelte gedeelte 13 ('n gedeelte van gedeelte D) van die genoemde plaas "FRIEDENHEIM" groot 435.7901 morg, gehou kragtens Akte van Transport Nr. 34990/1948, gedateer 26 Oktober 1948;
 - e) Seker gedeelte gedeelte 14 ('n gedeelte van gedeelte E) van die genoemde plaas "FRIEDENHEIM" groot 105,7568 morg, gehou kragtens Akte van Transpor Nr. 34990/1948, gedateer 26 Oktober 1948;

- f) Seker resterende gedeelte van gedeelte C van die genoemde plaas "FRIEDENHEIM" groot 200.2348 morg, gehou kragtens Akte van Transport Nr. 34992/1948, gedateer 26 Oktober 1948;
- 2) GEREGTIG tot die voordeel van die spesiale voorwaarde genoem in sub paragraaf (2) hiervan ten opsigte van die eiendomme genoem in sub paragrawe (c), (d), (e), en (f) van sub paragraaf (2) hiervan;
- 3) Die eienaar van die eiendom hieronder getranspoteer, sy opvolgers in titel of regsverkrygendes sal geregtig wees tot 'n Reg van Weg, 15 Kaapse voet wyd oor gedeeltes 27 en 18 (albei gedeeltes van gedeelte B van genoemde plaas FRIEDENHEIM) en aangetoon op Kaarte L.G. Nr. A. 3014/1953 en 4996/1951 geheg aan Sertifikate van Geregistreerde Titel Nrs. /1956 en /1956 onderskeidelik die oostelike grenslyn van welke Serwituut van Reg van Weg saamval met die grenslyne C B aangetoon op genoemde Kaart L.G. Nr. A.3014/1953 en F E aangetoon op genoemde kaart L.G. No.4996/51 ten einde die eienaar van die eiendom hieronder getranspoteer uitgang van en toegang tot sy.

1.16.5 Conditions pertaining to the former Portion 19 (A Portion of Portion 2) of the Farm Friedenheim 282 J.T. which are not to be carried forward in the township conditions:

None

1.16.6 Conditions pertaining to the former Portion 17 (A Portion of Portion 2) of the Farm Friedenheim 282 J.T. which are not to be carried forward in the township conditions:

None

II. THE FOLLOWING CONDITIONS OF TITLE MUST CARRIED FORWARD TO THE ERVEN IN THE TOWNSHIP:

1.16.7 Conditions pertaining to the former Portion 32 (A Portion of Portion 2) of The Farm Boschrand 283 J.T. which must be carried forward in the title conditions of erven to be established as indicated A.

1. The aforesaid portions of Land are donated to the University of Mpumalanga for the establishment of the University.

The said portions of land shall be used by the University of Mpumalanga for public education and such other purposes as are incidental or ancillary thereto or necessary or expedient for the convenient use and enjoyment of the said properties for the purpose aforesaid.

2. When such portions of land shall no longer be required by the University of Mpumalanga for the purposes referred to in paragraph 1 and 2 hereof; then such portions of land shall revert to and become the full and free properties of the Mpumalanga Provincial Government or its Successors in

title and be transferred by the University of Mpumalanga to the Mpumalanga Provincial Government or its Successors in title at cost of the University.

Which affects all erven in the township namely Erven 1, 2, 3, 4, 5, 6, 7, 8, 9 and Road

- E. By virtue of Notarial Deed of Servitude K to be registered the withinmentioned property is subject to A servitude area for electrical substation 3788 (THREE THOUSAND SEVEN HUNDRED AND EIGHTY EIGHT) square metres as indicated by the figure abcd on Diagram S.G. no 495/201 As will more fully appear from the said Notarial Deed.

Which only affects Erf 9

- F. By virtue of Notarial Deed of Servitude K to be registered the withinmentioned property is subject to A servitude of sewer pipeline 3,00 meters wide the south eastern boundary of which is indicated by the line b1 b2 b3 b4 b5 b6 b7 b8 b9 b10 b11b12 on Diagram S.G.495/2015 As will more fully appear from the said Notarial Deed.

Which only affects Erven 1, 9 and Road

1.16.8 Conditions pertaining to the former Portion 114 (A Portion of Portion 31) of The Farm Boschrand 283 J.T. which must be carried forward in the title conditions of erven to be established as indicated

- B. PORTION 14 aforesaid (a Portion whereof is hereby transferred) is specially subject and entitled to the servitudes and conditions appearing in the Deeds of Transfer of the following Portions, namely:-
- (l) Portions "B" and "C", as held under Deeds of Transfer 962/1922 and 958/1922, measuring 27,1492 (Two Seven comma One Four Nine Two) hectares and 21,8273 (Two One comma Eight Two Seven Three) hectares respectively:-
- (a) THE Owners of Portion "B and "C" shall jointly be entitled to the existing dam in the Nels river on said Portion 14 and the existing waterfurrow leading from such dam (as shown on the diagrams of said Portions "B" and "C") to the said Portions "B" and "C", as well as to the exclusive use and control of said dam and waterfurrow, together with the right at any time to enter upon said Portion 14 along the line of passage of said waterfurrow for the purpose of repairing, enlarging, reconstructing and maintaining the said furrow and dam.

Which only affects Erf 8 and Road

- G. By virtue of notarial deed of servitude K1035/76S the remaining extent of portion 14 (a portion of whereof is hereby transferred) is subject to:

- (3) A perpetual Servitude of Aqueduct for a water furrow indicated by the figure a25 B C D E F G H J K L a26 a27 a28 a29 a30 a31 a32 a33 a34 a35 a25 on Diagram S.G. No. 495/2015 as will more fully appear from the said Notarial Deed K1035/1976-S

Which only affects Erf 8 and Road

- H. By notarial deed K258/1977 the right has been granted Eskom to convey electricity over the property hereby conveyed together with ancillary rights along the lines a21 a22 and a23 a24 on Diagram S.G. No. 495/2015 which represents the centre lines of Electrical Power lines, and subject to conditions as will more fully appear on reference to said notarial deed.

Which only affects Erven 5, 7, 8, 9 and Road

- J. By virtue of Notarial Deed of Servitude K589/2013S the withinmentioned property is subject to a Powerline servitude in favour of Eskom Holdings SOC Limited together with ancillary rights, as will more fully appear from the said Notarial Deed.

Which only affects Erven 5, 7, 8, 9 and Road

- K. By virtue of Notarial Deed of Servitude K668/1964S dated 2 April 1964 the withinmentioned property is subject to a servitude of Electrical Power Lines with underground cables the centre line of which is indicated by the lines 4a 5 and a6 a7 on Diagram S.G. no. 495/2015 as will more fully appear from the said Notarial Deed.

Which only affects Erven 5, 7, 8, 9 and Road

- L. By virtue of Notarial Deed of Servitude K to be registered The withinmentioned property is subject to A servitude of sewer pipeline 3,00 meters wide the southern boundary of which is indicated by the line b12 b13 b14 b15 b16 b17 b18 b19 b20 b21 b22 b23 b24 b25 b26 b27 b28 on Diagram S.G. no 495/2015 As will more fully appear from the said Notarial Deed.

Which only affects Erven 1 and 8

2.16.9 Conditions pertaining to the former Portion 28 of The Farm Friedenheim 282 J.T. which must be carried forward in the title conditions of erven to be established as indicated

- B. Die eiendom hieronder getranspoteer is ONDERHEWIG aan 'n serwituut van reg van weg 4,72 meter wyd ten gunste van Gedeelte 36 ('n gedeelte van Gedeelte B) van die gesegde plaas FRIEDENHEIM Nr.175, Nelspruit, groot 23,1264 hektaar, gehou deur die Universiteit van Pretoria onder Akte van Transport Nr.19467/1956, hede gedateer die oostelike grenslyn van welke

Serwituut van Reg van Weg saamval met die grenslyn S z19 aangetoon op Diagram L.G. No. 495/2015 ten einde die eienaar van die gesegde Gedeelte 36 uitgang van en toegang tot sy eiendom te verleen.

Which only affects Erf 9 and Road

- C. ONDERHEWIG aan 'n waterhof bevel gedateer 1 April 1980 vir watervoor en reg van weg doeleindes die middellyn waarvan aangedui deur die lyn a13 a14 a15 a16 van 'n serwituut 1,89m wyd soos aangedui op Diagram L.G. No. 495/2015 en soos meer volledig sal blyk uit K2165/1980-S

Which only affects Erven 4, 5 and Road

- D. By virtue of Notarial Deed of Servitude K to be registered
The withinmentioned property is subject to
A servitude of pipeline 5,00 meters wide the centre line of which is indicated by the line a10 a11 on Diagram S.G. no 495/2015
As will more fully appear from the said Notarial Deed.
Which only affects Erf 4 and Road

2.16.10 Conditions pertaining to the former Portion 178 (A Portion of Portion 36) of The Farm Friedenheim 283 J.T. which must be carried forward in the title conditions of erven to be established as indicated

- B.
(4) Die eiendom hieronder getranspoteer is onderhewig aan 'n Serwituut Reg van Weg 4,72m wyd, die oostelike grenslyn waarvan aangetoon word deur die lyn z19 T op Diagram L.G. Nr. 495/2015 en gehou deur Sertifikaat van Geregistreerde Titel Nr. 30657/1954 ten gunste van PAULA MAUD VAN ROOYEN, gebore Bester, getroud buite gemeenskap van goedere met Gert Ignatius van Rooyen, as eienares van die Resterende Geelte van Gedeelte B van die plaas Friedenheim Nr.175, distrik Nelspruit, groot as sulks 610, 7685 morge, ten einde die genoemde PAULA MAUD VAN ROOYEN, gebore Bester, getroud buite gemeenskap van goedere met Gert Ignatius van Rooyen, uitgang van en toegang tot genoemde restant te verleen.

Which only affects Erf 4

- C) By virtue of Notarial Deed of Servitude K to be registered
The withinmentioned property is subject to
A servitude of pipeline 5,00 meters wide the centre line of which is indicated by the line a8 a9 on Diagram S.G. No. 495/2015
As will more fully appear from the said Notarial Deed.
Which only affects Erf 5

2.16.11 Conditions pertaining to the former Portion 19 (A Portion of Portion 2) of The Farm Friedenheim 283 J.T. which must be carried forward in the title conditions of erven to be established as indicated

- B. Die eiendom hierby getranspoteer is onderhewig aan 'n Waterhof bevel gedateer 1 April 1980 en geregistreer onder No K2165/1980-S van 29 Augustus 1980 wat behels die volgende serwituut:
- i) Die geboë lyn a17 a18 verteenwoordig die middellyn van n serwituut 15,74m wyd vir watervoor en reg van weg doeleindes
Soos aangedui op Diagram L.G. No. 495/2015

Which only affects Erf 8

- C. Kragtens Notariële Akte 247/1970-S van 1 Julie 1969 is die eiendom hierbygetranspoteer onderhewig aan 'n serwituut reg van weg 4,72 meter wyd langs die westelike grenslyn aangedui deur die lyn N z14 op Diagram L.G. No. 495/2015 ten gunste van die Resterende Gedeelte van Gedeelte 2 van gemelde plaas Friedenheim 282,J.T., gehou kragtens Akte van Transport No T20691/1957.

Which only affects Erven 4, 8 and Road

2.16.12 Conditions pertaining to the former Portion 17 (A Portion of Portion 2) of The Farm Friedenheim 283 J.T. which must be carried forward in the title conditions of erven to be established as indicated

- B. Die eiendom hierby getranspoteer is onderhewig aan 'n Waterhof bevel gedateer 1 April 1980 en geregistreer onder No K2165/1980-S van 29 Augustus 1980 wat behels die volgende serwitute:
- ii) Die lyn a12 a13 verteenwoordig die middellyn van 'n serwituut 1,89m wyd vir watervoor en reg van wyg doeleindes en;
- iii) Die geboë lyn a18 a19 verteenwoordig die middellyn van n serwituut 15,74m wyd vir watervoor en reg van weg doeleindes

Soos aangedui op Diagram L.G. No. 495/2015

Which only affects Erven 4 and 8

- C. By virtue of Notarial Deed of Servitude K to be registered
The withinmentioned property is subject to

A servitude of pipeline 5,00 meters wide the centre line of which is indicated by the line a20 a11on Diagram S.G. no 495/2015

As will more fully appear from the said Notarial Deed.

Which only affects Erven 4 and 8

2. CONDITIONS OF TITLE

THE ERVEN MENTIONED BELOW SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS 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)

2.1 CONDITIONS APPLICABLE TO ALL ERVEN

- 2.1.1 The erven are subject to a servitude 2m wide in favour of the Mbombela 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 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.
- 2.1.2 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.
- 2.1.3 The Mbombela 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, at 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 Mbombela Local Municipality
- 2.1.4 The development must adhere to recommendations contained in the geotechnical report;
- 2.1.5 No development may take place below the 1:100 year floodline, from the streams traversing through the property;
- 2.1.6 A Site Development Plan must be submitted prior to the submission of building plans.

2.2 SERVITUDE NOTES

- 2.2.1 The lines w1 w2 w3 w4 w5 w6 w7 w8 w9 w10 w11 w12 w13 w14 w15 w16 w17 w18 w19 w20 w21 w22 w23 and w24 w25 w26 represent the centre lines of a Municipal Servitude 5, 00 metres wide and affects Erf 8 as indicated.
- 2.2.2 The lines N w27 w28 w29 w30 and w31 w32 w33 represent the centre lines of a Municipal Servitude 5, 00 metres wide and affects Erven 4, 5, 7, 8 and 9 as indicated.
- 2.2.3 The line w33 X w34 represents the South-western Boundary of a Municipal Servitude 5, 00 metres wide and affects Erf 5 as indicated.
- 2.2.4 The Lines c1 c2 c3 and c4 c5 c6 c7 c8 c9 c10 c11 c12 c13 c14 c15 c16 c17 c18 c19 c20 c21 represent the centre lines of a Municipal Servitude 2, 00 metres wide and affects Erven 1, 7 and 9 as indicated.
- 2.2.5 The line p1 p2 p3 p4 p5 p6 p7 p8 p9 p10 p11 p12 p13 represents the centre line of a Powerline Servitude 12, 00 metres wide and affects Erven 1, 7 and 9 and Road as indicated.
- 2.2.6 The figure p14 p15 p16 p17 p14 represents a Powerline Servitude Area and affects erf 9 as indicated.
- 2.2.7 The line s1 s2 s3 s4 s5 s6 s7 s8 s9 s10 represents the centre line of a Municipal Servitude 5, 00 metres wide and affects Erf 9 as indicated.

- 2.2.8 The line s11 s12 s13 s14 s15 s16 s17 s18 s19 s20 s21 represents the centre line of a Municipal Servitude 5, 00 metres wide and affects Erven 1 and 7 as indicated.
- 2.2.9 The figure s22 s23 s24 s25 s26 s27 s22 represents a Municipal Servitude Area and affects Erf 8 as indicated.
- 2.2.10 The line s28 s29 s30 s31 s32 s33 s34 s35 s36 s37 s38 s39 s40 s41 s42 s43 represents the centre line of a municipal Servitude 5, 00 metres wide and affects Erven 4, 7 and 8 as indicated.
- 2.2.11 The line s44 s45 s46 s47 s48 s49 s50 s51 s52 s53 s54 s55 s56 s57 s58 represents the centre line of a municipal Servitude 5, 00 metres wide and affects Erven 5 and 9 as indicated.
- 2.2.12 The line c22 c23 c24 c25 represents the centre line of a municipal Servitude 2,00 metres wide and affects Erf 9 as indicated.
- 2.2.13 The figure c26 c27 c28 c29 c26 represents a Municipal Servitude Area and affects Erf 9 as indicated.

LOCAL AUTHORITY NOTICE
NELSPRUIT AMENDMENT SCHEME 2177

The City of Mbombela 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 UMP Mbombela Campus.

Map 3 and the scheme clauses of the amendment scheme are filed with 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 2177 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.

Acting Municipal Manager
Mr Neil Diamond
No 1 Nel Street
Civic Centre
Nelspruit
1200

PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

PROVINCIAL NOTICE 24 OF 2019

STEVE TSHWETE AMENDMENT SCHEME NO. 759**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 **Izwe Libanzi development consultants planners**, being the authorized agent of the registered owners of a **Portion of erf 902 Rietkuil township** 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 at a **Portion of erf 902 Rietkuil township**, by rezoning the property from “**Public Open Space**” to “**Institutional**” 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, P.O. Box 14, Middelburg 1050 within 30 days from **22 February 2019**.

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: 013 249 7000, for a period of 30 days from **22 February 2019**.

Applicant: **Izwe Libanzi Development Consultants Planners**, Postal Address: **P. O. Box 114, Ekangala, 1021**, Mobile: **079 764 7239** Fax: **(086) 273 1398**,
Email Address: joembonani6@gmail.com

22-1

PROVINSIALE KENNISGEWING 24 VAN 2019

STEVE TSHWETE WYSIGINGSKEMA NO. 759**KENNISGEWING VAN DIE AANSOEK OM DIE WYSIGING VAN DIE STEVE TSHWETE DORPSBEPLANNINGSKEMA, 2004, INGEVOLGE ARTIKEL 62(1) EN 94(1) (A) VAN DIE RUIMTELIKE BEPLANNING EN GROND GEBRUIK WET VERONDERING, 2016.**

Ons, **Izwe Libanzi development consultants planners**, synde die gemagtigde agent van die geregistreerde eienaars van **Gedeelte van erf 902 Rietkuil dorpsgebied**, gee hiermee ingevolge artikel 94(1)(a) van, die ruimtelike beplanning en grond gebruik wet verondering, 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 **Gedeelte van erf 902 Rietkuil dorpsgebied**, vanaf **“Openbare Oop Ruimte”** na **“Institusionele”**, 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, Hoek van Walter Sisulu en Wandererslaan, Middelburg, 1050, vir 'n tydperk van 30 dae vanaf **22 February 2019**.

Besware of verhoë ten opsigte van die aansoek moet binne 'n tydperk van 30 dae vanaf **22 February 2019**, skriftelik by of tot die Munisipale Bestuurder by bovermelde adres of by Posbus 14, Middelburg, 1050, ingedien of gerig word.

Applikant: **Izwe libanzi Development Consultants Planners**,
Posadres: **P. O. Box 114, Ekangala 1021**, Selfoon: 079 764 7239, Fax: (086) 273 1398.

22-1

PROVINCIAL NOTICE 28 OF 2019**CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
NOTICE OF APPLICATION FOR THE ESTABLISHMENT OF TOWNSHIP IN TERMS OF SECTION 102 OF
THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY SPATIAL PLANNING AND LAND USE
MANAGEMENT BY-LAW OF 2016****PART OF REMAINING EXTENT OF THE FARM OSHOEK 212, IT
PART OF REMAINING EXTENT OF PORTION 1 OF THE FARM OSHOEK 212, IT
PORTION 7 OF THE FARM OSHOEK 212, IT
PART OF REMAINING EXTENT OF THE FARM HOUTBOSCH 189, IT**

We **Delta Built Environment Consultants (Pty) Ltd** being the applicant hereby give notice that we have applied to the Chief Albert Luthuli Local Municipality for the establishment of a township in terms of Section 56 of the Chief Albert Luthuli Local Municipality Spatial Planning and Land Use Management By-law, 2016, referred to in the Annexure hereto.

Any objection(s) and/or comment(s), including the grounds for such objection(s) and/or comment(s) with full contact details, shall be lodged with, or made in writing to: The Chief Town Planner, Planning and Economic Development Department, Private Bag X719, Carolina, 1185 or to Shilubanekp@albertluthuli.gov.za from 01 March 2019 until, and including, 28 March 2019

Full particulars and plans may be inspected during normal office hours at the Municipal offices, as set out below, for a period of 28 days from the date of first publication of the advertisement in the Provincial Gazette and Citizen Newspapers.

Address of Municipal offices: Planning and Economic Development Department, Second Floor
C/o Voortrekker and Versveld Street, Carolina, 1185.

Closing date for any objections and/or comments: 28 March 2019

Address of applicant: 320 The Hillside Road, Rynlal Building, Lynnwood, 0180

Telephone No: 012 368 1850

Email: Oshoek@deltabec.com

Dates on which notice will be published: 01 March 2019 and 08 March 2019

ANNEXURE

Name of Township: Oshoek Border Post

Full name of applicant: Delta Build Environment Consultants (Pty) Ltd

Number of erven, proposed zoning and development control measures: Two erven are proposed. Erf 1 zoned "Private Open Space" and Erf 2 zoned "Government". Development control measures as per approved Site Development Plan.

The intention of the applicant is to: Establish a township for the formalisation of the existing Oshoek land port of entry facility and for the extended port facilities, which includes a staff housing area.

Locality and description of properties on which township is to be established: The township is located at the termination point of the N17 Highway at the Swaziland border. *The proposed township is located on:* Part of Remaining Extent of the Farm Oshoek 212 IT; Part of the Remaining Extent of Portion 1 of the farm Oshoek 212 IT; Portion 7 of the Farm Oshoek 212 IT, and Part of the Remaining Extent of the Farm Houtbosch 189 IT.

**MASIPALA WASEKHAYA WA-SHIFU ALBERT LUTHULI
SATISO NGESICELO SEKUSUNGULWA KWELIDOLOBHA KUHAMBISANA NESIGABA 102 SAMASIPALA
WASEKHAYA WE-SHIFU ALBERT LUTHULI LESIKUHELELA NEKEPHATFWA KWEMHLABA
LOKUNGUMTSETFO LOCHITJELWE WA-2016**

**INCENYE YESICEPHU LESELE YELIPULAZI i-OSHOEK 212, IT
INCENYE YESICEPHU LESISEL LOKUSIGABA SOKUCALASELUPULAZI i-OSHOEK 212, IT
SIGAMU SESIKHOMBISA KULIPULAZI i-OSHOEK 212, IT
INCENYE YESICEPHU LESELE YELIPUZI i-HOUTBOSCH 189, IT**

Tsine be-Delta Built Environment Consultants (Pty) Ltd njenga labafake sicelo siyanatisa kutsi sisifakile sicelo kuMasipala wasekhaya ngaphansi Kwa-Shifu Albert Luthuli sekusungula lendzawo yebahlali kuhambisana nesigaba 59 sawo loMasipala sekuhlela nekusentjentiswa kwemhlaba Kanye nekuphatfwa kwawo lokungumtsetfo lochitjelwe nga 2016, sicephu longasihlolisisa.

Noma ngukuphi kunganeliseki Kanye nemibono kufaka ekhatsi sisusa saloko kunganeliseki noma lowo mbono, ungawendlulisela ngekubhalela ufake imininingwane yakhongalokuphelele: kuLongamele kuhlelwa kwemadolobha, eTikweni lekuhlela nekutfufukiswa kwemnotfo, kulelikheli lelilandzelako, Private Bag X719, Carolina, 1185 nama kulelikheliShilubanekep@albertluthuli.gov.za kusukela 01 iNdlovulenkulu 2019 kuya nangemhla, 28 iNdlovulenkulu2019

Imininingwane legcwele netinhlelo tingahlolwa ngetikhatsi letijwayelekile tekusebenta kwa-Masipala njengoba kubekiwe ngaphasi, lokungaba tinsuku letingemashumi lamabili nesiphohlongo kusuka esukwini lokukhishwa kwalesatiso etindzaweni tekukhangisa tesifundza lokumaphepha ndzaba Kanye ne-Citizen.

Likheli lase-ofisini laka-Masipala: Litoko leTekuhlela nekutfufukiswa kwe-Temnotfwo, Second Floor C/o Voortrekker and Versveld Street, Carolina, 1185.

Lusuku lokuvalwa kwetikhalo noma kuphawula : 28 iNdlovulenkulu 2019

Likheli lalofaka sicelo: 320 The Hillside Road, Rynlal Building, Lynnwood, 0180

Inimbolo yelucingo No: 012 368 1850

Email: Oshoek@deltabec.com

Tinsuku tekukhishwa kwesatiso: 1 iNdlovulenkulu 2019 nemhla ka 8 iNdlovulenkulu 2019

ANNEXURE

Ligama lendzawo yebahlali: Oshoek Border Post

Ligama leligcwele lemfaki sicelo: Delta Build Environment Consultants (Pty) Ltd

Linani letigcawu, indlela yekwehlukana nekutfufukiswa kwalenzawo lelongotwako: Tigcawu letimbili letihlongotwako. Sigcawu sekucala “yindzawo levulekile lengesiyo yesive” sigcawu sesibili “singaphasi kwahulumende” kutfufukiswa nekuphatfwa kwaso njengendlela lokuphasiswe ngalo loluhlelo lekutfufukiswa kwalenzawo.

Injongo yalofake sicelo: kusungula indzawo yebahlali kuze kutfufuke leligede lase-Osheek nekukhuliswa kwalo leligede, kufaka tindlu tekuhlala tisebenti tasegedeni.

Kuchaza ngalenzawo lokutawusungulwa lenanzawo yebahlali: Lenanzawo ilapho kuphela khona umgwaco N17 Egedeni lelisemunceleni we-Swaziland. *Lena ndzawo ise:* lokuyincenye lesele yelipulazi Osheek 2121 IT; Lokuyincenye lesele yesigamu sekucal selipulazi i-Oshoek 212 IT; sigamu sesikhombisa selipulazi i-Oshoek 212 IT, nencenye lesele yelipulazi i-Houtbosch 189 IT.

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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.