

***THE PROVINCE OF
GAUTENG***

***DIE PROVINSIE
GAUTENG***

**Provincial Gazette Extraordinary
Buitengewone Provinsiale Koerant**

Vol. 15

PRETORIA, 9 SEPTEMBER 2009

No. 207

CONTENTS • INHOUD

| <i>No.</i> | | <i>Page No.</i> | <i>Gazette No.</i> |
|--------------------------------|--|---------------------|------------------------|
| LOCAL AUTHORITY NOTICES | | | |
| 1474 | Town-planning and Townships Ordinance (15/1986): Emfuleni Local Municipality: Declaration as approved township: Riverspray Lifestyle Estate Extension 1 | 3 | 207 |
| 1475 | do.: Amendment Scheme N729 | 6 | 207 |
| 1476 | do.: Emfuleni Local Municipality: Declaration as approved township: Riverspray Lifestyle Estate Extension 2 | 7 | 207 |
| 1477 | do.: Amendment Scheme N740 | 20 | 207 |

LOCAL AUTHORITY NOTICE

LOCAL AUTHORITY NOTICE 1474

EMFULENI LOCAL MUNICIPALITY DECLARATION AS APPROVED TOWNSHIP

In terms of Section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) the Emfuleni Local Municipality hereby declares Riverspray Lifestyle Estate Extension 1 to be an approved township subject to the conditions set out in the Schedule hereto.

ANNEXURE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY RIVERSPRAY LIFESTYLE ESTATE (PTY) LTD, BEING THE REGISTERED OWNER OF THE LAND DESCRIBED HEREUNDER, UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 273 OF THE FARM LEEUWKUIL 596-IQ, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

(1) **NAME**

The name of the township shall be Riverspray Lifestyle Estate Extension 1.

(2) **DESIGN**

The township shall consist of erven and streets as indicated on General Plan SG No 7847/2008.

(3) **DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven shall be made subject to existing conditions and servitudes, including the reservation of mineral rights, except for:

(a) the following conditions which do not affect the township due to the location thereof:

E. The former Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Transvaal, district Vereeniging, measuring as such 4514,9308 Hectares (a portion whereof is held hereunder) is subject to certain servitudes of right of way and pipelines with ancillary rights in favour of Portion E of the said farm LEEUWKUIL (measuring 4047 Square Metres) as will more fully appear from Deed of Transfer No. 2022/31 dated 9th March 1931 and as amended by Notarial Deed no. 1003/36S., registered on the 14th December 1936.

F. By virtue of Notarial Deed no 917/1950S, registered on the 23rd November 1950 the right has been granted to the ELECTRICITY SUPPLY COMMISSION to convey electricity over the former Remaining extent of the said farm LEEUWKUIL, measuring as such 1433,3322 hectares (of which the property held hereunder forms a portion) together with ancillary rights and subject to conditions, as will more fully appear on reference to the said Notarial Deed and diagram.

G. By virtue of Notarial Deed No. 858/71S, dated 24th February 1971 and registered on the 27th July 1971 the former Remaining Extent of the said farm LEEUWKUIL, Measuring as such 1195,8852 Hectares (of which the property held hereunder forms a portion) is subject to a perpetual right to convey and transmit gas by means of pipelines in favour of DIE SUID-AFRIKAANSE GASDISTRIBUTIEKORPORASIE BEPERK, as will more fully appear from reference to the said Notarial Deed.

I. "By virtue of Notarial Deed of Servitude K2447/2003 dated 3 December 2002 the within mentioned property is subject to a servitude of pipeline in favour of Sasol Gas Limited registration number 1964/006005/06 which may be used to convey solids, gases and liquid, 9 metres width along a route as indicated by letter AB on diagram marked "A" annexured to K2447/2003S, together with ancillary rights."

J. The Remaining Extent of the farm Leeuwkuil 596, Registration Division IQ Gauteng, 1258,7963 hectares in extent is:

Subject to the Right granted to Escom to convey electricity over the property hereby transferred by means of an underground Electric Cable, as will more fully appear from Notarial Deed of Servitude 1356/1964, annexed to Deed of Transfer T59735/1987.

(b) the following conditions/rights which shall not be passed on to the individual erven in the township:

D. The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 or Its Successors in Title or Assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Measuring as such 4546,1981 Hectares of which the property held hereunder forms a portion, is entitled to the following special condition over CERTAIN portion marked "M" of the said farm LEEUWKUIL 596, Registration Division I.Q., Transvaal, district Vereeniging, measuring 1,2140 Hectares as transferred by virtue of Deed of Transfer No. 12603/1936 dated the 20th July 1936 namely:

"The riparian water rights of the aforesaid farm shall be enjoyed only by the owner and its successors in title of the Remaining Extent of the said farm, measuring as such 4546,1981 Hectares, as held under aforesaid Deed of Transfer No. 8111/1897."

H. By virtue of Deed of Transfer No 16100/1971 registered on the 17th May 1971, the remaining extent of the said farm LEEUWKUIL, measuring as such 1195,8852 Hectares, of which the property held hereunder forms a portion is

ENTITLED TO:-

- (i) enforce a restriction re quarrying of stones and clay;
- (ii) place telegraph poles, wires and cables on any portion of the property with the right of free access to such wires and cables;
- (iii) place and renew or repair iron or other pipes for the purpose of conveying water or gas

over ERF 1384 Vereeniging, measuring 5326 square metres, held under the aforesaid Deed of Transfer No 16100/1971.

(c) the following condition only affects Erf 288:

K "By virtue of Notarial Deed of Servitude K 3799/2009 S, the property is subject to a servitude for an electric substation in favour of the Emfuleni Local Municipality, the servitude area being indicated by the figure abcA on diagram SG No 7846/2008, as will more fully appear from the said Notarial Deed."

(4) REPOSITIONING OF SERVICES

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of ESKOM, Telkom or the local authority, the cost thereof shall be borne by the township owner.

(5) **CONSTITUTION OF A HOMEOWNERS' ASSOCIATION**

- (a) The township owner shall provide written proof to the local authority that a Homeowners' Association has been properly and legally constituted in terms of a Section 21 of the Companies Act before the transfer of the first erf.
- (b) Erven 289 and 290 shall be registered in the name of the Homeowners' Association. Such Homeowners' Association shall have full responsibility for these erven and the essential services serving the township contained therein.
- (c) Each and every owner of Erven 160 to 287 shall become members of the Homeowners' Association and be subjected to the Memorandum of Articles of Association upon transfer of the erf until such owner ceases to be owner of the erf.
- (d) The Home Owners' Association shall have full legal power to levy, from each and every member, the costs incurred in fulfilling its function, and shall have legal recourse to recover such fees in the event of a default in payments by any member.
- (e) The local authority shall not be liable for the malfunction of the surfacing of the access way and/or the stormwater drainage system, and/or any essential services in the township.
- (f) Access from all the erven in the township to a public road shall be across Erven 289 and 290.
- (g) The local authority and the proposed Remainder of Portion 210 of the farm Leeuwkuil 596-IQ shall have unrestricted access across Erven 289 and 290.
- (h) Rand Water shall have unrestricted access across Erven 289 and 290.

(6) **DEMOLITION OF BUILDINGS AND STRUCTURES**

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

(7) **REMOVAL OF LITTER**

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

(8) **ENGINEERING SERVICES**

- (a) The applicant shall be responsible for the installation and provision of internal engineering services.
- (b) Once water, sewer, electricity and internal street networks (including storm water) have been installed, same will be transferred to the Homeowners' Association, free of cost, who shall maintain these networks.
- (c) Once external road networks have been installed, same will be transferred to the local authority, free of cost, who shall maintain these networks.
- (d) The local authority shall install and provide external engineering services for the township, as provided for in the services agreement or by a decision of a services arbitration board, as the case may be.

2. CONDITIONS OF TITLE

The erven mentioned below shall be subject to the conditions as indicated, imposed by the local authority in terms of the provisions of the Town Planning and Townships Ordinance, 1986.

(1) ALL ERVEN

- (a) The erf is subject to a servitude, 1m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide across the access portion of the erf, if and when required by the local authority : Provided that the local authority may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- (c) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the 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.

(2) ERVEN 289 AND 290

- (a) The erf is subject to a right-of-way servitude, in its entirety, in favour of all the other erven in the township and the local authority as indicated on the General Plan.
- (b) The erf is subject to a servitude for municipal purposes, in its entirety, in favour of the local authority as indicated on the General Plan.

Mr T W Moeti, Acting Municipal Manager
PO Box 3, VANDERBIJL PARK 1900
7/2/Riverspray Lifestyle Estate Extension 1

LOCAL AUTHORITY NOTICE 1475**VEREENIGING TOWN PLANNING SCHEME OF 1992
AMENDMENT SCHEME N729**

The Emfuleni Local Municipality hereby declares that it has approved an amendment scheme, being an amendment to the Vereeniging Town Planning Scheme of 1992, comprising the same land as included in the township of Riverspray Lifestyle Estate Extension 1, in terms of the provisions of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

Map 3, Annexures and scheme clauses of the amendment scheme are filed with the Deputy Director-General: Gauteng Provincial Government: Department of Development Planning and Local Government, Marshalltown and the Strategic Manager, Development Planning, Emfuleni Local Municipality and are open for inspection at all reasonable times.

The date of this notice is the date on which this scheme will come into operation.

The amendment scheme is known as the Vereeniging Amendment Scheme N729 with Annexure 523 to the Scheme.

Mr T W Moeti, Acting Municipal Manager
PO Box 3, VANDERBIJL PARK 1900
7/2/Riverspray Lifestyle Estate Extension 1

LOCAL AUTHORITY NOTICE 1476

EMFULENI LOCAL MUNICIPALITY DECLARATION AS APPROVED TOWNSHIP

In terms of Section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) the Emfuleni Local Municipality hereby declares Riverspray Lifestyle Estate Extension 2 to be an approved township subject to the conditions set out in the Schedule hereto.

ANNEXURE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY RIVERSPRAY LIFESTYLE ESTATE (PTY) LTD, BEING THE REGISTERED OWNER OF THE LAND DESCRIBED HEREUNDER, UNDER THE PROVISIONS OF PARTS A AND C OF CHAPTER 3 OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 271 OF THE FARM LEEUWKUIL 596-IQ, PROVINCE OF GAUTENG, HAS BEEN GRANTED

1. CONDITIONS OF ESTABLISHMENT

(1) **NAME**

The name of the township shall be Riverspray Lifestyle Estate Extension 2.

(2) **DESIGN**

The township shall consist of erven and streets as indicated on General Plan SG No 8032/2008.

(3) **DISPOSAL OF EXISTING CONDITIONS OF TITLE**

All erven shall be made subject to existing conditions and servitudes, including the reservation of mineral rights, except for:

- (a) the following conditions which do not affect the township due to the location thereof:

E. The former Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Transvaal, district Vereeniging, measuring as such 4514,9308 Hectares (a portion whereof is held hereunder) is subject to certain servitudes of right of way and pipelines with ancillary rights in favour of Portion E of the said farm LEEUWKUIL (measuring 4047 Square Metres) as will more fully appear from Deed of Transfer No. 2022/31 dated 9th March 1931 and as amended by Notarial Deed no. 1003/36S., registered on the 14th December 1936.

S. The remainder of the farm Leeuwkuil 596, IQ, Gauteng province measuring 4514,9306 hectares (a portion whereof indicated by the figure ABaA on diagram SG nr 8030/2008 hereby held) is subject to way-leave servitudes as will more fully appear from Notarial Deed 1003/36S and 707/1925.

- (b) the following conditions/rights which shall not be passed on to the individual erven in the township:

D. The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 or Its Successors in Title or Assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Measuring as

such 4546,1981 Hectares of which the property held hereunder forms a portion, is entitled to the following special condition over CERTAIN portion marked "M" of the said farm LEEUWKUIL 596, Registration Division I.Q., Transvaal, district Vereeniging, measuring 1,2140 Hectares as transferred by virtue of Deed of Transfer No. 12603/1936 dated the 20th July 1936 namely:

"The riparian water rights of the aforesaid farm shall be enjoyed only by the owner and its successors in title of the Remaining Extent of the said farm, measuring as such 4546,1981 Hectares, as held under aforesaid Deed of Transfer No. 8111/1897."

- J. The said ANGLO AMERICAN COAL CORPORATION LIMITED, T1469 or its successors in title or assigns, as owner of the Remaining Extent of the said farm LEEUWKUIL NO 596, Registration Division I.Q., measuring 4422,7636 Hectares, (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on diagram S.G. no. 8030/2008 forms a portion) is entitled to the following conditions over -

- a. Certain Portion marked "N" (BETTY SHAFT LAND SALES DEPOT) of the said farm Leeuwkuil No 596, Registration Division I.Q., Transvaal, district Vereeniging measuring 1,1129 Hectares; and
- b. Certain Portion marked "O" (BETTY SHAFT AREA) of the said farm Leeuwkuil No 596, Registration Division I.Q., Transvaal, measuring 91,0542 Hectares;

BOTH PROPERTIES as transferred under Deed of Transfer T22863/1936 dated the 14th December 1936, namely -

"Subject further to the reservation of all trading rights on the property hereby transferred in favour of the said ANGLO AMERICAN COAL CORPORATION LIMITED T1469 as owners of the Remaining Extent of the said farm LEEUWKUIL."

- K. The said ANGLO AMERICAN COAL CORPORATION LIMITED No T1469, or its successors in title or assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm Leeuwkuil No 596, Registration Division I.Q., measuring 4394,0809 hectares, (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is entitled to the following terms and conditions, over certain Portion marked "R" of the farm Leeuwkuil No 596, Registration Division I.Q., Province Gauteng, measuring 1,5630 hectares, as transferred by Deed of Transfer No 23227/1937 dated the 13th December 1937, namely:

- a. That the property and the buildings erected on or to be erected thereon shall be used exclusively for INDUSTRIAL or FACTORY purposes and purposes incidental thereto and for no other purpose whatsoever and no trading of any description shall be conducted thereon without the written consent of the transferor nor shall the transferees have any right to erect dwellings thereon. The transferees shall submit to the transferor the nature of the factory or industry which is to be carried out on the property for the approval of the transferor, who shall have absolute discretion in its decision. The plans and specifications of all buildings and all additions or alterations to buildings erected or to be erected on the property shall be submitted to and approved by the transferor before the commencement of building operations.

- b. *That no taking out or quarrying of stone or clay shall be, permitted on the property without the written consent of the Transferor.*
- c. *That the transferor reserves the right to place telegraph poles, wires and cables, as also wires and cables for the transmission of electric current for power and lighting purposes on any portion of the said property and the right of free access to such "wires and cables to alter or repair same subject to payment of compensation for any damages or injury thereby caused to buildings.*
- d. *That the transferor reserves the right to lay or place and to renew and repair iron or other pipes on or under any portion of the property for the purpose of conveying water or gas, provided, however, that such pipes may not pass under any building.*
- e. *The property shall not be subdivided except in exceptional circumstances and then only with the consent in writing of the Transferor.*
- f. *The owner or any occupier of the property shall not be entitled to carry on any dairy establishment on the said property or to keep any cows thereon, nor shall the property be used for keeping any livestock thereon other than is required for the purposes of the authorized undertaking carried on or to be carried on, on the property, nor shall the property be used as a livestock market.*
- g. *The works "Transferor" and "Transferee" shall include their successors in title or assigns.*

The above conditions shall constitute a servitude in favour of the ANGLO AMERICAN COAL CORPORATION LIMITED No T 1469 as owner of the Remaining Extent of the said farm LEEUWKUIL.

- L. *The said ANGLO AMERICAN COAL CORPORATION LIMITED No T1469 or its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Measuring 4392,8668 hectares, (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is ENTITLED to the following conditions over-*

Certain Portion marked "S" of the said farm LEEUWKUIL 596, Registration Division I.Q. Province Gauteng, measuring 1,2140 hectares, as transferred under Deed of Transfer T23228/1937 dated the 13th day of December 1937, namely:

- (a) *The transferee shall cause the said portion to be suitably, enclosed by a substantial wire fence or wall with suitable gates and shall keep such fence or wall and gates in good order and condition.*
- (b) *The land hereunder held shall be used exclusively for the purpose of a cemetery for the Town of Vereeniging and any other purpose incidental or connected with such use.*

The abovementioned conditions shall constitute a servitude in favour of the ANGLO AMERICAN COAL CORPORATION LIMITED T1469 as the owner of the Remaining Extent of the said farm LEEUWKUIL.

- M. The said ANGLO AMERICAN COAL CORPORATION LIMITED No T1469, or its Successors in title and Assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 4112,7406 hectares (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 4875/2008 forms a portion) is ENTITLED to the following special conditions and reservations over-

Certain Portion marked 27 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 256,9596 hectares, as transferred under Deed of Transfer T392/1941 dated the 14th January, 1941, namely

- (a) All trading rights of every description whatsoever, including all Liquor Rights, are reserved to the Transferors as owners of the Remaining Extent of the said farm, measuring 4112,7406 hectares, held by them under Deed of Transfer T8111/1897 aforesaid, and their successors in title thereto.
- (b) Insofar as the property hereby transferred is a portion of the Remaining Extent of the said farm, measuring as such 4369,7002 hectares, the riparian rights are reserved to the Transferor as owner of the Remaining Extent of the said farm measuring 4112,7406 hectares, or their successors in title thereto.
- (c) That the Transferor reserved to itself the right to require the Transferee, its successors in title or assigns, to grant registered way leaves to the VICTORIA FALLS AND TRANSVAAL POWER COMPANY LIMITED and the ELECTRICITY SUPPLY COMMISSION, for the transmission of electricity by means of overhead and/or underground wires and cables over or through the property hereby transferred.
- (d) The transferee shall be bound to erect and maintain in good order, a sound quality barbed wire fence of not less than five (5) strands with iron standards 18,89 metres apart, and three (3) droppers between the said standards, along all boundaries of the land hereby transferred, with suitable iron gates. Such gates may only be erected at points agreed to by the Transferor, such agreement, however not to be unreasonably withheld. The materials used this type of fence and the method of erection to be approved by the Transferor.
- (e) The rights reserved to the Transferor hereby shall devolve upon and be for the benefit of their Successors in title or Assigns, as owners of the Remaining Extent of the farm, held by them under Deed of Transfer T8111/1897 aforesaid.

- N. The said ANGLO AMERICAN COAL CORPORATION LIMITED No T1469 its successors in title or assigns (hereinafter referred to as the Transferor) as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 3175,7727 hectares (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is ENTITLED to the following special conditions and reservations over-

Certain Portion 29 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 258,0990 hectares, as transferred under Deed of Transfer T12676/1942 dated the 8th July 1942; namely-

- (a) ENTITLED to the following special conditions and reservations, in terms of Notarial Agreement No. 130/1947 S registered on the 28th February, 1947, namely:

1. The transferee may sell or lease such portion or any part thereof to the Government of the Republic, or any department thereof, and including in that regard the SOUTH AFRICAN RAILWAYS AND HARBOURS ADMINISTRATION (all hereinafter referred to as "the Republic Government") and to receive and retain the proceeds realised therefrom for its own account and benefit. Any sale or lease of the said portion, or any part thereof by the Transferee to the Republic Government as aforesaid, shall be subject to the condition that no industries or trade shall be conducted thereon and that no part thereof shall be laid out as a township or in agricultural holdings, save as above provided and save as in the next sub section provided, the Transferee shall not be entitled to alienate the said portion or any part thereof, and unless and until sold or leased to the Republic Government shall be held and employed by the Transferee for the use and benefit of the inhabitants or community of the town of Vereeniging to the extent and for the purpose as the Transferee may from time to time decide upon.
2. The restrictive conditions in the previous sub section referred to shall further provide that notwithstanding anything to the contrary hereinbefore contained, the Transferee shall have in perpetuity, the sole and exclusive option at any time and from time to time to cause to be established a township or townships exclusively for industrial purposes on the whole or any portion of portions of the property, "Industrial purposes" shall mean the use for the purposes of warehouses or stores for the trade or other business or commercial activities and/or for any factory, smokeless industrial undertaking or industrial purposes (excluding only the activities mentioned in Section 95(1) of the Local Government Ordinance 1939), and for purposes incidental to any or all of the aforementioned purposes, but no retail trade shall be conducted in any such township or townships without the prior consent in writing of the Transferor. The Transferor shall not unreasonably withhold its consent to the establishment and carrying on of such limited number of retail businesses as may be necessary to provide essential amenities for such township or townships.

The words "purposes incidental to any or all the aforementioned purposes: shall be deemed to include:

- (i) The erection and use for residential purposes of buildings for caretakers or for watchman employed by the owner or occupier of any erf for the supervision or guarding of any such works, warehouses or factories.
 - (ii) The right to establish and conduct staff canteens on a non profit basis.
3. The transferor shall, when so required by the transferee, consent to and/or support every application of the Transferee for the establishment of the township or townships in the preceding subsection (2) referred to and shall upon the grant of such application by the Administrator or other competent authority, procure the release of the area or areas over which such township or townships mayor will extend from the operations of

the said restrictive conditions of the said sub-section (1) of this clause. If the consent to any undertaking to grant consent to such cancellation or release be required preliminary to or conditional or incidental to any application for the establishment of such township or townships, the Transferor shall grant such consent or undertaking.

4. (i) *Upon the exercise of the Option referred to in clause 2 hereof and the establishment of any such township or townships, the transferee shall become liable to pay to the transferor free of interest and in the manner hereinafter provided a sum of money calculated on the basis of FOUR HUNDRED AND NINETY FOUR RAND TWENTY ONE CENTS (R494,21) per hectare of the total area laid out in erven in such township or townships, excluding streets, open spaces, erven intended for Government and Municipal purposes and any part or portion of such township or townships which is not intended for sale and not subsequently sold. Transfer duty and surcharge on transfer duty, if and when payable on the consideration payable to the Transferor in terms hereof shall be paid by the Transferee.*

(ii) *The payment of the consideration to accrue to the Transferor under the provisions of the preceding subsection 4(i) hereof, shall be dependent upon the sale by the Transferee of the erven in the township concerned, and the Transferor shall not be entitled to the payment of such consideration or part thereof otherwise than on the sale of the erven and as in this sub clause 4 (ii) provided, regardless of the time or times when, and regardless as to whether or not the erven in the townships concerned be sold. In respect of each erf sold by the Transferee in any such township, the Transferee shall pay to the Transferor towards and in reduction of the consideration accruing to the Transferor under sub-section 4(i) of this clause an amount calculated at the rate of FOUR HUNDRED AND NINETY FOUR RAND TWENTY ONE CENTS (R494,21) per hectare over the area of the erf sold, provided however, that the full amount due to the Transferor in respect of the sale of each such erf shall be paid within five (5) years from the date of the sale of each such erven.*
5. *Upon any payment being received by the Transferee in payment or on account of the price of any erf sold by it during the period of five (5) years aforesaid, it shall become liable to pay to the Transferor on account such portion of the payment received as the sum payable to the Transferor in respect of the erf sold bears to the sale price of such erf.*
6. *Quarterly audited statements of receipts on account of the resale prices of erven sold shall be rendered by the Transferee to the Transferor and shall be accompanied by a remittance for the amount shown to be due to the Transferor. The Transferor or any official duly authorized thereto by it shall have the right at all reasonable times to inspect and audit the transferee/s books relative to the sale of erven in any such township. If so required by the Transferor, the Transferee shall provide all such duplicate receipts, books and papers as may be necessary for such inspection and audit.*

7. (a) *All costs and charges in connection with or incidental to the cancellations of the restrictive conditions referred to in sub-section 1 and 2 hereof and/or the release of such area from the operation of such restrictive conditions, including transfer duty and surcharge on transfer duty shall be paid by the transferee.*
- (b) *In so far as the property hereby transferred is a portion of the Remaining Extent of the said farm, measuring 3433,8717 hectares, the riparian rights are reserved to the owner or successors in title of the Remaining Extent of the said farm, measuring 3175,7727 hectares, held under Deed of Transfer T8111/1897.*
- (c) *The transferee shall be bound to erect and maintain in good order and sound quality barbed wire fence of not less than (5) strands with iron standards 18,89 metres apart and three (3) droppers between the said standards along all boundaries of the land to be transferred, with suitable iron gates. Such gates may only be erected at points agreed to by the Transferor, such agreement however not to be unreasonably withheld. The materials used for the type of fence and the method of erection to be approved by the Transferor.*
- (d) *The rights reserved to the Transferor hereby shall devolve upon and be for the benefit of its successors in title and assigns, as owners of the Remaining extent of the farm, measuring 3175,7727 hectares, held by them under Deed of Transfer T8111/1897 aforesaid.*
- (e) *Transfer of the location area hereby transferred to the transferee, is further subject to the condition that the transferee shall at any time, upon being required by the Transferor, its licencees or assigns to do so, permit the registration at the expense of the transferor, its licencees or assigns, but without any further charge of a right of servitude over the area hereby transferred and in respect of an area not exceeding 7,87 metres in width, in favour of the Transferor as owner of the remaining extent of the said farm LEEUWKUIL aforesaid, for the purpose of constructing and using railway lines over such area. The exact situation of such servitude which shall not cause an unreasonable interference to the rights of the transferee, shall be mutually agreed upon and failing agreement shall be referred to arbitration according to the Arbitration Laws in the Province of Gauteng for time being.*
- (f) *Transfer of the location area hereby transferred to the Transferee is further subject to the condition that the aforementioned right of servitude for the proposed railway line or lines shall not in any circumstances traverse the transferee's existing sewage disposal site or any extension of such sewage disposal site which may be established in the future.*

O. *The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 or its successors in title and assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, Measuring 3125,4971 hectares, (of which the property indicated*

by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is ENTITLED to the following special conditions and reservations over :

Certain Portion 28 of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 50,2756 hectares, as transferred under Deed of Transfer T17192/1942 dated the 9th September 1942, namely:

- (a) The property hereby transferred shall be used solely for sewerage purposes and uses incidental thereto and for no other purposes whatsoever and this condition shall operate as a servitude in favour of the company and its successors in title as owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q. Province Gauteng, measuring 3125,4971 hectare as held under Deed of Transfer T8111/1897 dated the 25th day of November 1897.
- (b) In so far as the property hereby transferred is a portion of the Remaining Extent of the said farm, measuring 3175,7727 hectares, the riparian rights are reserved to the owner or successors in title of the Remaining Extent of the said farm, measuring 3125,4971 hectare as held under Deed of Transfer T8111/1897 dated the 25th day of November 1897.
- (c) The Transferee shall be bound to erect and maintain in good order a sound quality barbed wire fence of not less than six (6) strands with iron standards 18,89 metres apart and three (3) droppers between the said standards along such boundaries of the land hereby transferred as adjoin the land owned by any other person other than the transferee, with suitable iron gates. Such gates may only be erected at points agreed to by the Company, such agreement, however, not to be unreasonably withheld. The materials used for this type of fence and the method of erection to be approved by the Company.
- (d) The rights reserved to the Company shall devolve upon and be for the benefit of its successors in title and assigns, as owners of the remaining extent of the farm held by them under Deed of Transfer T8111/1897 aforesaid and measuring 3125,4971 hectares.

P. The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 its successors in title or assigns as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 2034,6578 hectares (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is ENTITLED to:

1. The following conditions over certain Portion 37 of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 382,2218 hectares, as transferred under Deed of Transfer T36936/1946 dated the 26th November 1946, namely:
 - (a) In so far as the property hereby transferred was a portion of the Remaining Extent of the said farm, the riparian rights which attach to the said property are reserved to the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 its Successors in title or assigns, as owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, held under Deed of Transfer T8111/1897.

2. The following conditions over certain Portion 26 of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 602,2342 hectares as transferred under the said Deed of Transfer T36936/1946 dated the 26th November 1946 namely:

(a) in so far as the property hereby transferred was a portion of the Remaining Extent of the said farm the riparian rights which attach to the said property are reserved to the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, its successors in title or assigns as owners of the Remaining Extent of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, held under Deed of Transfer T8111/1897.

(b) The property hereby transferred is subject to the following restrictive conditions :

That the Town Council of Vereeniging may sell or lease such portion or any part thereof to the Government of the Republic or any department thereof and including in that regard the South African Railways and Harbours Administration (all hereinafter referred to as the Republic Government) and to receive and retain the proceeds realized therefrom for its own account and benefit. Any sale or lease of the said portion or any part thereof by the Town Council of Vereeniging to the Republic Government as aforesaid, shall be made subject to the condition that no industries or trade shall be conducted thereon and that no part thereof shall be laid out as a township or in agricultural holdings, save as above provided and save as in the next subsection provided the TOWN COUNCIL OF VEREENIGING shall not be entitled to alienate the said portion or any part thereof and unless and until sold or leased to the Republic Government shall be held and employed by the Town Council of Vereeniging for the use and benefit of the inhabitants or community of the town of Vereeniging to the extent and for the purposes as the TOWN COUNCIL OF VEREENIGING may from time to time decide upon. The property hereby transferred is subject to the further condition that the TOWN COUNCIL OF VEREENIGING shall at any time upon being required by the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, to do so, permit the registration at the expense of the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 its successors in title or assigns, without any further charge of or consideration of a servitude of right of way over the property hereby transferred in respect of an area not exceeding 7,87 metres in width in favour of the VEREENIGING ESTATES LIMITED as owner aforesaid, for the purpose of constructing and using railway lines over such area. The exact situation of such servitude, which shall not cause unreasonable interference with the right of the TOWN COUNCIL OF VEREENIGING shall be mutually agreed upon and failing agreement shall be referred to arbitration according to the Arbitration Laws in the Province of Gauteng for the time being. It is specially however, that if the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 established a railway line over Portion 29 of the said farm LEEUWKUIL in terms of condition 6 of Deed of Transfer T12676/1942 the said Company shall not thereafter be entitled also to the right of way abovementioned. The property hereby transferred is further subject to the condition that the TOWN COUNCIL OF VEREENIGING upon being required to do so by the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, its successors in title or assigns, as owners hereinafter mentioned, shall permit the registration at the expense of the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 of a servitude of right of way not exceeding 7,87 metres in width over the said Portion 26 and over Portion 29 of the said farm LEEUWKUIL 596,

Registration Division I.Q., Province Gauteng, in favour of the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, or its successors in title or assigns as owner of Railway reserves nos. 65, 66, 67, 68, 70 and 71 situate in the Industrial Township of Powerville, district Vereeniging and of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng for the purposes of constructing and using railway lines between the said Railway reserves and the Railway Marshalling Yard or station which is about to be established in the vicinity of Roods Gardens Agricultural Holdings, district Vereeniging. The exact situation of such servitude which shall not cause unreasonable interference with the rights of the TOWN COUNCIL OF VEREENIGING or of the owner of any erf in any township affected, shall be mutually agreed upon and failing agreement shall be referred to arbitration according to the Arbitration Laws in the Province of Gauteng for the time being.

Q. The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, its successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 1555,7460 hectares (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) is ENTITLED to the following conditions over Certain Portion 38 of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 257,3145 hectares, as transferred under Deed of Transfer T16535/1948 dated the 21st May 1948 namely:

- (a) The ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, its successors in title and assigns, shall be entitled to mine, win, recover, make use and sell all non-mineral clays in the property hereby transferred, as also exercise all ancillary rights reasonably required for such purpose.
 - (b) The rights acquired under condition (a) above, are subject however, to the specific restriction that the VEREENIGING ESTATE LIMITED shall not be entitled to prospect for, mine or extract any of the said VANDERBIJL PARK ESTATE COMPANY and notwithstanding the reservation of lime, shales and clays VANDERBIJL PARK ESTATE COMPANY shall have the right to make use of clays stone, shales, dolomite, quartzite, lime in connection with its manufacturing activities, or in connection with all purposes incidental thereto, including the erection of buildings and the construction of roads and/or bridges and/or canals and/or dams, which rights, however, shall not include the right to make building bricks, refractory products, or any manufactured articles from such substances which are supplied or manufactured by the ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, or any of its subsidiary interest. In the case ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469 and VANDERBIJL PARK ESTATE COMPANY shall come to an agreement to enable the said minerals, metals, non-metalliferous minerals and clays or any of them to be worked by the ANGLO AMERICAN COAL CORPORATION LIMITED, such agreement shall include the necessary facilities for access to and from the works to be carried on to enable satisfactory working.
- R. The said ANGLO AMERICAN COAL CORPORATION LIMITED No. T1469, its Successors in title or assigns, as owners of the Remaining Extent of the said farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 1258,7963 hectares (of which the property indicated by the figure a B C D E F G H J K k middle of Vaal River m L M N P a excluding the figure QRST on Diagram S.G. no. 8030/2008 forms a portion) are

ENTITLED to certain rights relating to the restriction of the use of, and relating to the fencing of Portion 116 of the farm LEEUWKUIL 596, Registration Division I.Q., Province Gauteng, measuring 36,5477 hectares, held under Deed of Transfer T22314/1962 dated 15th October 1962.

(c) (i) the following condition which does affect Erf 437:

F. *By virtue of Notarial Deed No. 917/1950S, registered on the 23rd November 1950 the right has been granted to the ELECTRICITY SUPPLY COMMISSION to convey electricity over the former Remaining Extent of the said farm LEEUWKUIL, Measuring as such 1433,3322 hectares (of which the property held hereunder forms a portion) together with ancillary rights and subject to conditions, as will more fully appear on reference to the said Notarial Deed and diagram, the centre lines of which power line servitudes are represented by the lines s20 s21 s22 s23 and s24 s25 on the annexed diagram S.G. no. 8030/2008.*

(ii) the following condition which does affect Erven 432 to 437 and 439 to 441:

G. *By virtue of Notarial Deed No. 858/71S, dated 24th February 1971 and registered on the 27th July 1971 the former Remaining Extent of the said farm LEEUWKUIL, Measuring as such 1195,8852 Hectares (of which the property held hereunder forms a portion) is subject to a perpetual right to convey and transmit gas by means of pipelines in favour of DIE SUID-AFRIKAANSE GASDISTRIBUTIEKORPORASIE BEPERK, as indicated by the figure A j h P A on diagram SG no 8030/2008 annexed hereto, as will more fully appear from reference to the said Notarial Deed.*

(iii) the following conditions which do affect Erf 438:

H. *Subject to the Right granted to Escom to convey electricity over the property hereby transferred by means of an underground Electric Cable, represented by the line c7 c8 c9 c10 c11 c12 on diagram SG no 8030/2008 hereto annexed, as will more fully appear from Notarial Deed of Servitude 1356/1964, annexed to Deed of Transfer T59735/1987.*

I. *The former remainder of portion 168 and the former portion 208 of the farm Leeuwkuil 596, IQ Province of Gauteng, indicated by the figure A B a A and a c13 c3 T S c21 c22 middle of Vaal River d c a on Diagram S.G. no. 8030/2008 is subject to :*

"Subject to a right in perpetuity in favour of the Rand Water Board to use an area of land, 2563 square metres in extent, as depicted by the figure c13 c3 T c14 c15 c16 c13 on diagram SF no 8030/2008, as an extension to the Rand Water Board's existing right-of-way as defined by Notarial Servitude K1003/36S, as will appear from Notarial Deed of Servitude K5049/92S dated the 25th August 1992."

T. *The remaining extent of the farm Leeuwkuil 596, Registration Division IQ, Gauteng province, measuring 4514,9308 hectares (a portion whereof indicated by the figure a B C D E F G H J K k middle of Vaal river c22 c21 R Q c3 c13 a on diagram SG no 8030/2008 is hereby held) is subject to way-leave servitudes, the line c1 c2 representing the Eastern boundary of a way-leave 2,36 metres wide and the western boundary of a way-leave 5,51 metres wide and the line c 5 c 6 representing the centre line of a way-leave*

7,87 metres wide, on diagram SG no 8030/2008 hereto annexed, as will more fully appear from Notarial Deed 1003/1936S.

- U. The remaining extent of the farm Leeuwkuil 596, Registration Division IQ, Gauteng (a portion whereof indicated by the figure a B C D E F G H J K k middle of Vaal River m L M f g a excluding the figure Q R S T on diagram SG no 8030/2008 is hereby held) is:

Subject to way-leave servitudes, indicated by the figure c20 k middle of Vaal River m c17 High water line c18 c19 high water line c20 on diagram SG no 8030/2008 annexed hereto, as will more fully appear from Notarial Deed 707/1925.

- (iv) the following condition to be registered which affects Erven 432 to 437 and 439 to 441:

"By virtue of Notarial Deed of Servitude K 3801/2009 S the property is subject to a perpetual servitude in favour of Sasol Gas Limited 1964/006005/06 within the servitude area indicated by the figure ABCDA on diagram SG no 8031/2008 for the installation, maintenance and use of the pipeline and works and the right to patrol, inspect, maintain, repair, renew and re-lay the pipeline and works, as will more fully appear from the said Notarial Deed."

(4) REPOSITIONING OF SERVICES

If, by reason of the establishment of the township, it should become necessary to reposition any existing services of ESKOM, Telkom or the local authority, the cost thereof shall be borne by the township owner.

(5) CONSTITUTION OF A HOMEOWNERS' ASSOCIATION

- (a) The township owner shall provide written proof to the local authority that a Homeowners' Association has been properly and legally constituted in terms of a Section 21 of the Companies Act before the transfer of the first erf.
- (b) Erven 439 to 441 (private roads) and 432 to 438 (private open spaces) shall be registered in the name of the Homeowners' Association. Such Homeowners' Association shall have full responsibility for these erven and the essential services serving the township contained therein.
- (c) Each and every owner of Erven 291 to 431 shall become members of the Homeowners' Association and be subjected to the Memorandum of Articles of Association upon transfer of the erf until such owner ceases to be owner of the erf.
- (d) The Home Owners' Association shall have full legal power to levy, from each and every member, the costs incurred in fulfilling its function, and shall have legal recourse to recover such fees in the event of a default in payments by any member.
- (e) The local authority shall not be liable for the malfunction of the surfacing of the access way and/or the stormwater drainage system, and/or any essential services in the township.
- (f) Access from all the erven in the township to a public road shall be across Erven 439 to 441.
- (g) The local authority and the proposed Remainder of Portion 210 of the farm Leeuwkuil 596-IQ shall have unrestricted access across Erven 439 to 441.

- (h) Rand Water shall have unrestricted access across Erven 439 to 441.
- (i) Erven 292, 301, 381 and 392 are subject to a 2 m stormwater servitude, in favour of the Home Owner's Association, as indicated on the General Plan.

(6) REGISTRATION OF SERVITUDE

Erf 437 is subject to a 13 m right of way servitude in favour of the Remaining Extent of Portion 210 of the farm Leeuwkuil 596-IQ as indicated on the General Plan.

(7) DEMOLITION OF BUILDINGS AND STRUCTURES

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

(8) REMOVAL OF LITTER

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

(9) ENGINEERING SERVICES

- (a) The applicant shall be responsible for the installation and provision of internal engineering services.
- (b) Once water, sewer, electricity and internal street networks (including storm water) have been installed, same will be transferred to the Homeowners' Association, free of cost, who shall maintain these networks.
- (c) Once external road networks have been installed, same will be transferred to the local authority, free of cost, who shall maintain these networks.
- (d) The local authority shall install and provide external engineering services for the township, as provided for in the services agreement or by a decision of a services arbitration board, as the case may be.

2. CONDITIONS OF TITLE

The erven mentioned below shall be subject to the conditions as indicated, imposed by the local authority in terms of the provisions of the Town Planning and Townships Ordinance, 1986.

(1) ERVEN 291 TO 431 AND 439 TO 441

- (a) The erf is subject to a servitude, 1m wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes, 2m wide across the access portion of the erf, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- (c) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the 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.

(2) THE ERVEN MENTIONED BELOW ARE SUBJECT TO THE FOLLOWING FURTHER CONDITIONS:

(a) ERVEN 439 TO 441

- (i) The erf is subject to a right-of-way servitude in favour of all the other erven in the township and the local authority as indicated on the General Plan.
- (ii) The erf is subject to a servitude for municipal purposes, in its entirety, in favour of the local authority as indicated on the General Plan.

Mr T W Moeti, Acting Municipal Manager
PO Box 3, VANDERBIJL PARK 1900
7/2/Riverspray Lifestyle Estate Extension 2

LOCAL AUTHORITY NOTICE 1477

**VEREENIGING TOWN PLANNING SCHEME OF 1992
AMENDMENT SCHEME N740**

The Emfuleni Local Municipality hereby declares that it has approved an amendment scheme, being an amendment to the Vereeniging Town Planning Scheme of 1992, comprising the same land as included in the township of Riverspray Lifestyle Estate Extension 2, in terms of the provisions of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

Map 3, Annexures and scheme clauses of the amendment scheme are filed with the Deputy Director-General: Gauteng Provincial Government: Department of Development Planning and Local Government, Marshalltown and the Strategic Manager, Development Planning, Emfuleni Local Municipality and are open for inspection at all reasonable times.

The date of this notice is the date on which this scheme will come into operation.

The amendment scheme is known as the Vereeniging Amendment Scheme N740 with Annexure 541 to the Scheme.

Mr T W Moeti, Acting Municipal Manager
PO Box 3, VANDERBIJL PARK 1900
7/2/Riverspray Lifestyle Estate Extension 2
