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## LOCAL AUTHORITY NOTICES

### LOCAL AUTHORITY NOTICE 831

#### EKURHULENI METROPOLITAN MUNICIPALITY

#### DECLARATION AS APPROVED TOWNSHIP

In terms of Section 103 of the Town Planning and Townships Ordinance, 15 of 1986, the Ekurhuleni Metropolitan Municipality hereby declares Parkrand Extension 7 Township 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 CLIFTON DUNES INVESTMENTS 169 PTY LTD (HEREAFTER REFERRED TO AS THE APPLICANT / TOWNSHIP OWNER) UNDER THE PROVISIONS OF CHAPTER III OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE 1986 (ORDINANCE 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 151 OF THE FARM LEEUWPOORT 113 I.R HAS BEEN GRANTED BY THE EKURHULENI METROPOLITAN MUNICIPALITY.

#### 1. CONDITIONS OF ESTABLISHMENT

##### 1.1 NAME

The name of the township shall be Parkrand Extension 7.

##### 1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 4267/2005

##### 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of rights to minerals, but excluding the following servitudes, which do not affect the township area:

###### 1.3.1 Condition 3 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 3271,3106 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K509/58s subject to a servitude in perpetuity over an area of land 89 square metres in favour of the Town Council of Boksburg for purposes of constructing a transformer house, as will more appear from reference to the said Notarial Deed.

###### 1.3.2 Condition 4 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 3252,9503 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1349/59s subject to a servitude in perpetuity for the purpose of erecting an electricity substation with ancillary rights in favour of the Town Council of Boksburg as will more fully appear from reference to the said Notarial Deed.

###### 1.3.3 Condition 5 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 2764,9172 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1080/67s is subject to a servitude

for the conveyance of electricity and substation, with ancillary rights in favour of the Town Council of Boksburg as will more fully appear from reference to the said Notarial Deed.

**1.3.4 Condition 6 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2615,6776 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K184/73s subject to a servitude in perpetuity to convey and transmit water by means of pipelines in favour of the Rand Water Board, as will more fully appear from reference to the said Notarial Deed and diagram.

**1.3.5 Condition 7 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2615,6776 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K568/73s dated 24 August 1972 subject to right in perpetuity to construct, reconstruct, use, maintain, repair, lay, re-lay, alter, inspect and remove overhead electric power lines in favour of the Electricity Supply Commission, as shown by the letter ABCDE and FGHJ and KLMNOP on Diagram S.G. No. A.6438/70, together with ancillary rights, as will more fully appear from the said Notarial Deed and Diagram.

**1.3.6 Condition 8 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2531,5096 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1414/73s subject to a right in perpetuity to convey and transmit gas in favour of the Die Suid Afrikaanse Gas-Distribusie Korporasie Beperk as will more fully appear from reference to the said Notarial Deed and Diagram S.G. No. A.6441/70.

**1.3.7 Condition 9 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2531,5096 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1415/73s subject to a perpetual servitude to convey and transmit water along a strip of ground 15,25 metres wide, represented by the line AB on Diagram S.G. No. A.6624/72, in favour of the Rand Water Board as will more fully appear from reference to the said Notarial Deed.

**1.3.8 Condition 10 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2717,9847 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1636/71s subject to a sewerage servitude as indicated by the figure ABCDEFJHJKWTOPQRSTUVWXYZ ABCDEFGHIJKLMNOPQRSTUVWXYZ on Diagram S.G. No. A.6440/70 in favour of the Town Council of Boksburg, as will more fully appear from reference to the said Notarial Deed.

**1.3.9 Condition 11 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoot 113, measuring 2717,9847 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K1637/71s subject to a servitude for sewerage storm water purposes as indicated by the figures ABCDEFGHJKLMN and OPQRSTUVWXYZ on Diagram S.G. No. 6439/70 in favour of the Town Council of Germiston, as will more fully appear from reference to the said Notarial Deed.

**1.3.10 Condition 12 Title Deed T016085/2006**

The former remaining extent of the farm Leeuwpoot 113, measuring 2334,8767 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K788/76s subject to a servitude in perpetuity

to deviate the pipeline on it along another route in favour of the Rand Water Board, as will more fully appear from Reference to the said Notarial Deed.

#### 1.3.11 Condition 13 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 2334,8767 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K2713/76s subject to a pipeline servitude in favour of Die Suid-Afrikaanse Gas Distribusie Korporasie Beperk as will more fully appear from reference to the said Notarial Deed and Diagram.

#### 1.3.12 Condition 14 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 2020,0312 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K3132/84s subject to a servitude to convey electricity in favour of Eskom together with ancillary rights and subject to conditions, as will more fully appear from reference to the said Notarial Deed.

#### 1.3.13 Condition 15 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 2020,0312 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K3133/84s subject to a servitude to convey electricity in favour of Eskom, together with ancillary rights, and subject to conditions, as will more fully appear on reference to the said Notarial Deed.

#### 1.3.14 Condition 16 Title Deed T016085/2006

The former remaining extent of the farm Leeuwpoot 113 Registration Division I.R Transvaal, measuring 2133,4632 hectares [of which the property hereby transferred forms a portion] is subject to the following conditions:-

By Notarial Deed K2077/80s the right has been granted to Eskom to convey electricity over the former Remaining Extent of the farm Leeuwpoot 113, Registration Division I.R Transvaal, measuring 2183,4632 hectares, together with ancillary rights, and By Notarial Deed K1665/85s the exact route of the servitude granted under the said Notarial Deed K2077/80s has been defined as the line d e on the annexed Diagram S.G. No. A7833/90 indicates the South-western boundary of a 3 metre wide servitude of underground cable traversing the property and the line aDE on Diagram S.G. No. A.7493/1982 attached to Notarial Deed of Servitude K2077/80s indicates the middle line of a servitude of an overhead transmission line 11 metres wide on either side thereof as will more fully appear from the said Notarial Deed of Servitude K2077/80s.

#### 1.3.15 Condition 17 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 1931,2949 hectares [a portion where of hereby transferred] is by virtue of Notarial Deed K2440/87s subject to a servitude in favour of the Town Council of Boksburg as indicated by the figures ABCDEF on Diagram S.G. No. A5439/86, as will more fully appear from reference to the said Notarial Deed.

#### 1.3.16 Condition 18 Title Deed T016085/2006

The former remaining extent of the said farm Leeuwpoot 113, measuring 1918,6408 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K4455/87s subject to a servitude to convey electricity in favour of Eskom, together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed.

**1.3.17 Condition 19 Title Deed T016085/2006**

The former remaining extent of the said farm Leeuwpoort 113, measuring 1918,6408 hectares [a portion whereof is hereby transferred] is by virtue of Notarial Deed K2213/90s is subject to a servitude to convey electricity in favour of Eskom, together with ancillary rights, and subject to conditions as will more fully appear on reference to the said Notarial Deed and Diagram.

**1.3.18 Condition 20 Title Deed T016085/2006**

Subject to Expropriation Notice EX298/1982 in terms of which a portion measuring approximately 16,60 hectares of the property has been expropriated by the South African Railways and Harbours Administration.

**1.3.19 Condition 21 Title Deed T016085/2006**

Subject to Expropriation Notice EX322/85 in terms of which a portion measuring approximately 22,00 hectares of the property has been expropriated by S A Vervoerdienste in terms of Section 31(6)(A) of Act 47 of 1937.

**1.4 REMOVAL OR REPLACEMENT OF MUNICIPAL SERVICES**

If, by reason of the establishment of the township, it becomes necessary to remove or replace any existing municipal services, the cost thereof shall be borne by the township owner.

**1.5 OBLIGATIONS WITH REGARD TO ESSENTIAL ENGINEERING SERVICES**

The township owner shall within such period as the local authority may determine, fulfil his obligations in respect of the provision of water, electricity and sanitary services and the installation of systems therefore, as well as the construction of the roads and storm-water drainage system as previously agreed upon between the township owner and the local authority. In this regard the developer / township owner is responsible for the provision of internal storm-water system.

**1.6 ACCESS**

No ingress to or egress from Road PWV 15 shall be permitted.

**1.7 ACCEPTANCE OF STORM-WATER**

The township owner shall arrange for the drainage of the township to fit in with that of Road PWV15 and for all storm-water running off or being diverted from the said road has to be received and disposed of.

**1.8 ERECTION OF FENCE OR OTHER PHYSICAL BARRIER**

The township owner shall at its own expense, erect a fence or other physical barrier to the to the satisfaction of the Deputy Director General: Department of Public Transport and Roads, as and when required by him to do so and the township owner shall maintain such fence or physical barrier in good order and repair until such time as this responsibility is taken over by the local authority



## 1.9 ENDOWMENT

The township owner shall, in terms of section 98(2) and (3) of the Town-planning and Townships Ordinance, 1986, pay a lump sum endowment of R138 000, 00 (VAT Included) which amount shall be used by the local authority for the provision of land for a park (public open space).

Such endowment is payable in terms of the provisions of section 81 of the said ordinance read with section 95 thereof.

## 1.10 DEMOLITION OF BUILDINGS AND STRUCTURES.

The township owner shall at its own expense cause all existing buildings and structure situated within the building line reserves, side spaces or over common boundaries, to be demolished to the satisfaction of the local authority, within a period of six (6) months from the date of publication of this notice.

## 2. CONDITIONS OF TITLE

All the erven shall be subject to the following conditions:

- 2.1 As the property forms part of land which is or may be undermined and liable to subsidence, settlement, shock and cracking, whereby damage may be caused to surface, buildings or structures erected thereon, the Surface Owner shall not at any time be entitled to require from the Mining Title Holder, or from the Inspector of Mines, that any provision for the protection of the surface of the property or to any building or structures thereon shall be made; and the Surface Owner shall accept all risk of damage to such surface, building or structure which may be caused by mining operation or by operations of whatsoever nature incidental thereto, past, present or future, either underneath the Property or elsewhere.
- 2.2 As the property (stand, land, etc) forms part of land which may be subject to dust pollution and noise due to mining activities past, present or future in the vicinity thereof, the owner accepts all liability for any inconvenience which may be experienced as a result of such mining activities.
- 2.3 The surface owner shall accept every risk which may arise or result from the occupation or use by it of the surface of the property, whether to its employees or others, property, or other assets of every nature and the surface owner indemnifies and holds the Mining Title Holder harmless against any claim for damages by employees or other persons going onto the surface of the property, for any loss damage which they may sustain either to themselves, their property or assets, as a result of mining operations carried on, or to be carried on, under the property or in, on or under any adjoining property.
- 2.4 CONDITIONS IMPOSED BY THE LOCAL AUTHORITY IN TERMS OF THE PROVISIONS OF THE TOWN PLANNING AND TOWNSHIPS ORDINANCE, ORDINANCE 15 OF 1986:
  - 2.4.1 The erf is subject to a servitude, 2m 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 2 m wide across the access portion of the erf when required by the local authority: Provided that the local authority may dispense with any such servitude.
  - 2.4.2 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 2 m thereof.
  - 2.4.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction,

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

**2.5 SECTION 21 OF THE COMPANIES ACT, 1973 (ACT No. 61 OF 1973) / OR THE UNIVERSITAS PERSONARUM.**

**2.5.1** Every owner of the erf, or of any subdivided portion thereof, or any person who has an interest therein shall become and shall remain a Member of the Home Owners Association and be subject to its constitution until he / she ceases to be an owner of aforesaid. Neither the erf nor any subdivided portion thereof nor any interest therein shall be transferred to any person who has not bound himself / herself to the satisfaction of such Association to become a Member of the Home Owners Association.

**2.5.2** The owner of the erf or any subdivided portion thereof, or any person who has an interest therein, shall not be entitled to transfer the erf or any subdivided portion thereof or any interest therein without the Clearance Certificate from the Home Owners Association that the provisions of the Article of Association / Constitution of the Home Owners Association have been complied with.

**2.5.3** The term "Home Owners Association" in the aforesaid conditions of title shall mean the home owners association of Piazza Del Campo, Parkrand Extension 7 (an Association incorporated in terms of Section 21 of the Companies Act, 1973 (Act No. 61 of 1973) as amended or the Universitas Personarum.)

**2.6 ERF 1374**

**2.6.1** A servitude for municipal purposes in favour of the local authority, as indicated on the general plan to guarantee access to the local authorities personnel and vehicles in order to carry out repair and maintenance work to the water, sewer and electrical networks (excluding street lights) after they have been taken over by the local authority must be registered over the entire erf.

**2.6.2** The erf shall be registered in the name of an association incorporated in terms of Section 21 of the Companies Act, 1973 (Act No. 61 of 1973) or the Universitas Personarum.

**2.6.3** A right-of-way servitude in favour of all the other erven in the township as indicated on the general plan must be registered over the entire erf to guarantee access to a public road to all residents.

**2.7 ERVEN 1347 AND 1348**

**2.7.1** The erven are subject to 2 metre wide servitude for storm water in favour of the local authority, as indicated on General Plan No. 4267/2205.



## **LOCAL AUTHORITY NOTICE 832**

### **EKURHULENI METROPOLITAN MUNICIPALITY**

#### **BOKSBURG AMENDMENT SCHEME 1796**

The Ekurhuleni Metropolitan Municipality hereby, in terms of the provisions of Section 125(1) of the Town Planning and Townships Ordinance, 15 of 1986, declares that it has approved an Amendment Scheme being an amendment of the Boksburg Town Planning Scheme, 1991, comprising the same land as included in the township of Parkrand Extension 7.

Map 3 and the Scheme Clauses of the Amendment Scheme are filed with the Area Manager: Boksburg Customer Care Centre, 3<sup>rd</sup> floor, Boksburg Civic Centre, c/o Trichardts and Commissioner Streets, Boksburg, and are open for inspection at all reasonable times.

This amendment is known as Boksburg Amendment Scheme 1796.

Khaya Ngema  
City Manager  
Civic Centre, Cross Street, Germiston  
7/2/56/7

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