

*THE PROVINCE OF
GAUTENG*



*DIE PROVINSIE
GAUTENG*

Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

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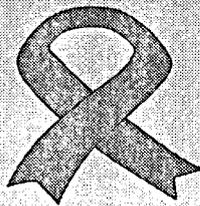
Vol. 10

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JUNIE 2004

No. 249

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH



CONTENTS • INHOUD

<i>No.</i>		<i>Page No.</i>	<i>Gazette No.</i>
LOCAL AUTHORITY NOTICES			
1245	Town-planning and Townships Ordinance (15/1986): City of Johannesburg: Amendment Scheme 02-2713.....	3	249
1246	do.: do.: Declaration as approved township: Lone Hill Extension 65	3	249
1247	do.: do.: Amendment Scheme 02-2148	7	249
1248	do.: do.: Declaration as an approved township: Paulshof Extension 51	7	249

LOCAL AUTHORITY NOTICES

LOCAL AUTHORITY NOTICE 1245

**COUNCIL NOTICE
CITY OF JOHANNESBURG
AMENDMENT SCHEME 02-2713**

The Council hereby in terms of provisions of Section 125 of the Town-planning and Townships Ordinance, 1986, declares that it has approved the amendment scheme, being an amendment of the Sandton Town-planning Scheme 1980, comprising the same land, as included in the Township of **LONE HILL EXTENSION 65**

Map 3, Annexure and scheme clauses of the amendment scheme are filed with the Executive Director: Development Planning, Transportation and Environment: City of Johannesburg and are open for inspection at all reasonable times.

The amendment scheme is known as Amendment Scheme **02-2713**

**Executive Director: Development Planning
Transportation and Environment
Notice No: 616/2004**

PLAASLIKE BESTUURSKENNISGEWING 1245

**STAD VAN JOHANNESBURG
WYSIGINGSKEMA 02-2713**

Die Stadsraad verklaar hierby ingevolge die bepalings van artikel 125 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, dat dit 'n wysigingskema synde 'n wysiging van Sandton dorpsbeplanningskema, 1980, wat uit dieselfde grond as die dorp **LONE HILL UITBREIDING 65** bestaan, goedgekeur het.

Kaart 3, Bylae en die skemaklousules van die wysigingskema word in bewaring gehou deur Uitvoerende Direkteur: Ontwikkelings Beplanning, Vervoer en Omgewing, Stad van Johannesburg en is beskikbaar vir inspeksie te alle redelike tye.

Hierdie wysiging staan bekend as Sandton-wysigingskema **02-2713**

**Uitvoerende Direkteur: Ontwikkelings Beplanning,
Vervoer en Omgewing
Kennisgewing No: 616/2004**

LOCAL AUTHORITY NOTICE 1246

**COUNCIL NOTICE
CITY OF JOHANNESBURG
DECLARATION AS APPROVED TOWNSHIP**

In terms of section 103(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance No. 15 of 1986) the CITY OF JOHANNESBURG declares **LONE HILL EXTENSION 65** to be an approved township subject to the conditions set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY SUMMERCON HOLDCO (PTY) LIMITED IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE 1986 (ORDINANCE NO 15 OF 1986) FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 515 OF THE FARM WITKOPPEN 194 IQ, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

1. CONDITIONS OF ESTABLISHMENT

- (1) **Name**
The name of the township shall be **LONE HILL EXTENSION 65**
- (2) **Design**
The township shall consist of erven as indicated on General Plan S.G. No 11842/2003.
- (3) **Provision and Installation of engineering services**
The township owner shall provide engineering services in the township, subject to the approval of the Council and/or City Power / Eskom.

- (4) **Obligations in respect of services and limitations in respect of the alienation of erven**
- (a) The Township owners shall, in terms of a prior agreement with the Council, fulfil their obligations with the regard to the provision of engineering services in and for the township in terms of Chapter 5 of the Ordinance.
 - (b) Contributions towards the provisions of external engineering services and bulk sewer shall be payable in terms of the Ordinance.
 - (c) No erven may be alienated or be transferred into the name of a buyer prior to the Council having confirmed that sufficient guarantees / cash contributions / endowments in respect of the supply of services by the township owner has been made to the said Council.
- (5) **Removal and replacement of Municipal Services**
If, by reason of the establishment of the township, it should become necessary to remove or replace any existing municipal services, the cost thereof shall be borne by the township owner.
- (6) **Disposal of existing Conditions of Title**
- b) All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of rights to minerals.

2. **CONDITIONS OF TITLE**

The erven mentioned hereunder shall be subject to the conditions, as indicated, imposed by the Council in terms of the provisions of the Town-planning and Townships Ordinance, 1986.

(1) **ALL ERVEN**

- (a) The erf is subject to a servitude, 2m wide, in favour of the Council 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 Council: Provided that the Council 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 Council 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 Council.

(2) **Erven 1296 and 1297**

The erven are subject to a servitude for road widening purposes in favour of the Council.

(3) **ERF 1297**

The erf is subject to an 8m x 4m electrical substation servitude in favour of Eskom.

**PLAASLIKE BESTUURSKENNISGEWING 1246
STAD VAN JOHANNESBURG
VERKLARING TOT GOEDGEKEURDE DORP**

Ingevolge artikel 103(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie No. 15 van 1986) verklaar die STAD VAN JOHANNESBURG hierby die dorp **LONE HILL UITBREIDING 65** tot 'n goedgekeurde dorp onderworpe aan die voorwaardes uiteengesit in die bygaande Bylae.

BYLAE

VOORWAARDES WAAROP DIE AANSOEK GEDOEN DEUR SUMMERCON HOLDCO (PTY) LIMITED INGEVOLGE DIE BEPALINGS VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986, OM TOESTEMMING OM 'N DORP TE STIG OP GEDEELTE 515 VAN DIE PLAAS WITKOPPEN N0 194 IQ, PROVINSIE GAUTENG, TOEGESTAAN IS.

1. STIGTINGSVOORWAARDES

- (1) **Naam**
Die naam van die dorp is **LONE HILL UITBREIDING 65**
- (2) **Ontwerp**
Die dorp bestaan uit erwe soos aangedui op Algemene Plan SG No. 11842/2003
- (3) **Voorsiening en installering van Dienste**
Die dorpseienaar moet die nodige reelings met die Raad tref vir die voorsiening en instalering van ingenieursdienste in die dorp, tot bevrediging van die Raad, en/of City Power / Eskom.
- (4) **Verpligtinge ten opsigte van noodsaaklike dienste asook die beperking ten opsigte van vervreeming of oordragte**
 - (a) Die dorpseienaars sal, in terme van n vooraf gereelde ooreenkoms met die Raad, sy verpligtinge rakende tot die voorsiening van ingenieursdienste in en vir die dorp, in terme van Hoofstuk 5 van die Ordonnansie, nakom.
 - (b) 'n Bydrae tot die voorsiening van ingenieursdienste sal betaalbaar wees.
 - (c) Geen erwe mag vervreem of oorgedra word in die naam van 'n koper alvorens die plaaslike bestuur bevestig het dat voldoende waarborge/kontantbydraes ten opsigte van die voorsiening van dienste deur die dorpseienaar aan die Stadsraad gelewer is nie.
- (5) **Verskuiwing of die vervanging van munisipale dienste**
Indien dit as gevolg van die stigting van die dorp nodig word om enige bestaande munisipale dienste te verskuif of te vervang moet die koste daarvan deur die dorpseienaars gedra word.
- (6) **Beskikking oor bestaande titelvoorwaardes**
Alle erwe moet onderhewig gemaak word aan bestaande titelvoorwaardes en serwitute, indien enige, insluitende die reservering van die mineraleregte.

2. TITELVOORWAARDES

Die erwe hieronder genoem sal onderworpe wees aan die voorwaardes soos aangedui, opgelê deur die Raad ingevolge die bepalings van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986.

- (1) **ALLE ERWE**
 - (a) Die erf is onderworpe aan 'n serwituut van 2 meter breed vir riolerings- en ander munisipale doeleindes, ten gunste van die Raad langs enige twee grense, uitgesonderd 'n straatgrens en, in die geval van 'n pypsteelerf, 'n addisionele serwituut vir munisipale doeleindes 2 meter breed oor die toegangsgedeelte van die erf, indien en wanneer verlang deur die Raad: Met dien verstande dat die Raad van enige sodanige serwituut mag afsien.

- (b) Geen geboue of ander struktuur mag binne die voornoemde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 'n afstand van 2 meter daarvan geplant word nie.
- (c) Die Raad is geregtig om enige materiaal wat deur hom uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpypleidings en ander werke wat hy volgens goeddunke noodsaaklik ag, tydelik te plaas op die grond wat aan die voornoemde serwituut grens en is voorts geregtig tot redelike toegang tot genoemde grond vir die voornoemde doel, onderworpe daaraan dat die Raad enige skade vergoed wat gedurende die aanleg onderhoud of verwydering van sodanige rioolhoofpypleidings en ander werke veroorsaak word.

(2) **ERF 1296 & 1297**

Die erwe is onderworpe aan 'n serwituut vir padverbreedings doeleindes ten gunste van die Stadsraad.

(3) **ERF 1297**

Die erf is onderworpe aan 'n 8m x 4m wye elektriese substasie serwituut ten gunste van Eskom.

**Uitvoerende Direkteur: Ontwikkelings
Beplanning, Vervoer en Omgewing
Kenisgewing: 617/2004**

LOCAL AUTHORITY NOTICE 1247

**COUNCIL NOTICE
CITY OF JOHANNESBURG
AMENDMENT SCHEME 02-2148**

The Council hereby in terms of provisions of Section 125 of the Town-planning and Townships Ordinance, 1986, declares that it has approved the amendment scheme, being an amendment of the Sandton Town-planning Scheme 1980, comprising the same land, as included in the Township of **PAULSHOF EXTENSION 51**

Map 3, Annexure and scheme clauses of the amendment scheme are filed with the Executive Director: Development Planning, Transportation and Environment: City of Johannesburg and are open for inspection at all reasonable times.

The amendment scheme is known as Amendment Scheme **02-2148**

**Executive Director: Development Planning
Transportation and Environment
Notice No: 614**

PLAASLIKE BESTUURSKENNISGEWING 1247

WYSIGINGSKEMA 02-2148

Die Stadsraad verklaar hierby ingevolge die bepalings van artikel 125 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986, dat dit 'n wysigingskema synde 'n wysiging van Sandton dorpsbeplanningskema, 1980, wat uit dieselfde grond as die dorp **PAULSHOF UITBREIDING 51** bestaan, goedgekeur het.

Kaart 3, Bylae en die skemaklousules van die wysigingskema word in bewaring gehou deur Uitvoerende Direkteur: Ontwikkelings Beplanning, Vervoer en Omgewing, Stad van Johannesburg en is beskikbaar vir inspeksie te alle redelike tye.

Hierdie wysiging staan bekend as Sandton-wysigingskema **02-2148**

**Uitvoerende Direkteur: Ontwikkelings Beplanning,
Vervoer en Omgewing
Kennisgewing No: 614**

LOCAL AUTHORITY NOTICE 1248

**COUNCIL NOTICE
CITY OF JOHANNESBURG
DECLARATION AS APPROVED TOWNSHIP**

In terms of section 103(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance No. 15 of 1986) the CITY OF JOHANNESBURG declares **PAULSHOF EXTENSION 51** to be an approved township subject to the conditions set out in the Schedule hereto.

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY DE AND P 72 INVESTMENTS (PTY) LIMITED IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE 1986 (ORDINANCE NO 15 OF 1986) FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 133 (A PORTION OF PORTION 38) OF THE FARM RIETFontein 2 IR, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

1. CONDITIONS OF ESTABLISHMENT

- (1) **Name**
The name of the township shall be **PAULSHOF EXTENSION 51**
- (2) **Design**
The township shall consist of erven as indicated on General Plan S.G. No 9528/2003.
- (3) **Provision and installation of engineering services**
The township owner shall provide engineering services in the township, subject to the approval of the Council and/or City Power / Eskom.
- (4) **Obligations in respect of services and limitations in respect of the alienation of erven**

- (a) The Township owners shall, in terms of a prior agreement with the Council, fulfil their obligations with the regard to the provision of engineering services in and for the township in terms of Chapter 5 of the Ordinance.
 - (b) Contributions towards the provisions of external engineering services and bulk sewer shall be payable in terms of the Ordinance.
 - (c) No erven may be alienated or be transferred into the name of a buyer prior to the Council having confirmed that sufficient guarantees / cash contributions / endowments in respect of the supply of services by the township owner has been made to the said Council.
- (5) **Removal and replacement of Municipal Services**
If, by reason of the establishment of the township, it should become necessary to remove or replace any existing municipal services, the cost thereof shall be borne by the township owner.
- (6) **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 save for the following conditions which do not affect the township –
- A. The former Remaining Extent of Lot No. 7 (now known as No. 38) of the farm "RIETFONTEIN" No. 33, district of JOHANNESBURG, measuring as such 115,2470 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a right-of-Way 15.74 metres in width over portion 102 (a portion of Portion 3 of Portion A of Lot No. 7) of the said farm :RIETFONTEIN: No. 33, held under Deed of Transfer No. 6361/1942 dated the 7th April, 1942, as shown on diagram S.G. No. A3493/41 annexed to Deed of Transfer No. 6360/1942 dated the 7th April, 1942, and marked by the figure AabE thereon.
 - B. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, aforesaid, measuring as such 108,5180 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9.45 metres wide along the side D A as will more fully appear from DIAGRAM s.g. No. A7345/45 annexed to Deed of Transfer No. 20219/1946, over certain Portion 118 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 Hectares, held under Deed of Transfer No. 20219/1946, dated the 8th July, 1946.
 - C. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, aforesaid, measuring as such 95,6691 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9.45 metres wide, over Certain Portion 116 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946, dated the 20th September, 1946, along the side D.A. as will more fully appear from Diagram S.G. No. A3578/46 annexed to the said Deed of Transfer No 28898/1946, and as indicated by the letters D.A. S1. And S2 thereon.
 - D. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 95,6691 Hectares (of which the property hereby transferred form a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain Portion 123 (a portion of Lot No. 7) of the farm "RETFONTEIN" No. 33 measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946 dated the 20th September, 1946, along the side B.C. and as indicated by the letters B.C. S 15 and S 16 on Diagram S.G. No. A. 3584/46 annexed to the said Deed of Transfer No. 28898/1946.
 - E. The Remaining Extent of Lot. No 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 91,3870 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 117 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 1314/1947, dated the 18th January, 1947, along the side D.A., as will more fully appear from Diagram S.G. No. A. 3579/46, annexed to the said Deed of Transfer No. 1314/1947, and as indicated by the letters D.A. S2. And S3 thereon.
 - F. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 87,1037 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain portion 121 (a portion of Lot No. 7) of the

said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 18254/1947 dated the 21st day of June, 1947, along the side B.C. as will more fully appear from Diagram S.G. No. A3582/46 annexed to the said Deed of Transfer No. 18254/1947, and as indicated by the letters S13, S14, B and C thereon.

- G. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 74,2558 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain portion 120 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 14857/1948 dated the 7th day of May, 1948, along the side B.C. as will more fully appear from Diagram S.G. No. A3581/46 annexed to the said Deed of Transfer No. 14857/1948, and as indicated by the letters S13, S12, C and B thereon.
- H. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 74,2558 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 120 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 14857/1948 dated the 7th day of May, 1948, along the side F.E.D.C. as will more fully appear from Diagram S.G. No. A35812/46 annexed to the said Deed of Transfer No. 14857/1947, and as indicated by the letters S8, S9, S10, S11, C.D.E. and F. thereon.
- I. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 69,9731 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 119 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 21698/1948 dated the 30th June, 1948, along the side A.E.D.C. as will more fully appear from Diagram S.G. No. A3580/46 annexed to the said Deed of Transfer No. 21698/1948, and as indicated by the letters S4, S5, S6, S7, S8, C.D.E.A. thereon.
- J. The former remaining extents of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as hereinafter stated are entitled to enforce the following conditions as follows:
- (a) Remainder measuring 108,5180 Hectares over Portion 118 held under Deed of Transfer No. 20219/1946 dated 8th July, 1946;
- (b) Remainder measuring 47,2361 Hectares over Portion 132 held under Deed of Transfer No. 2286/1959 dated 23rd January, 1959;
- (c) Remainder measuring 42,9535 Hectares over Portion 131 held under Deed of Transfer No. 23592/1961 dated 6th November, 1961;

All of the said farm "RIETFONTEIN" No. 33 aforesaid;

- (i) No wood and iron dwellings of any description shall be erected on the land and no iron roofs shall be erected on any dwelling house on the land.
- (ii) Outbuildings shall be built simultaneously with the dwelling house which latter shall be a complete house and not one partly built and intended for completion at a later date.
- (iii) No building operations whatsoever shall be commenced on the land unless and until the transferor has given his approval in writing of the plans (including a block plan) and specifications belonging thereto and all buildings so approved shall be completed in strict accordance with the plans and specifications within a period of one year from the date of such approval. Should all such buildings not be completed, the transferor shall have the right forthwith to demolish such buildings and to remove all building material from the land at the expense of the transferee.
- (iv) Outbuildings shall not be used as dwellings except for the servants of the transferee who are employed in or about the land and buildings erected thereon.
- (v) The cost of erection of the dwelling house inclusive of outbuildings on the land shall not be less than the sum of R4,000.00.

- (vi) The Transferee shall be bound to fence the land and to keep the fence in good order. Galvanised iron reeds and other unsightly material shall not be used as fencing material.
- (vii) The transferee shall not erect on the any hoardings or signboards for advertising purposes without the permission of the transferor.
- (viii) The transferee shall not do or suffer to be done on the land anything which will be a public nuisance or cause damage or disturbance to any owner or occupier of any other portion of WAVENEY VALLEY ESTATE.
- (ix) Agriculture may be carried on and livestock may be kept on the land provided that no nuisance is thereby caused to the owner or occupier of any other portion of WAVENEY VALLEY ESTATE and the final decision as to whether a nuisance is being caused shall rest with the Transferor. If the Transferor gives notice to abate any such nuisance to the Transferee, the Transferee shall be bound to abate the nuisance within a reasonable period.
- (x) No buildings shall be erected within 6.30 metres of any boundary of the land.
- (xi) No slaughtering of livestock shall take place on the land.
- (xii) The Transferee shall not have the right to make or cause to be made upon the land for any purposes whatsoever any bricks, tiles earthenware pipes or articles of such nature. He shall not have the right (save and except to prepare the land for building purposes) to quarry or excavate any stones, lime clay or other material without the consent of the Transferor.
- (xiii) Notwithstanding anything to the contrary, contained in these conditions, the Transferee shall be entitled at any time in the case of sub-paragraph (a) hereunder and at any time prior to the erection of the dwelling house and outbuildings in the case of such paragraph (b) hereunder:
 - (a) to erect dressing rooms for use in connection with an already constructed swimming bath and to erect a summer house or summer houses;
 - (b) To erect a temporary structure or structures for the housing of servants employed by him for the development of the land.

Provided always that no dressing rooms, summer house or summer houses mentioned in (a) shall be erected unless plans or drawings sufficient to inform the Transferor as to the structures to be erected have been submitted to the Transferor and approved by him, and provided further that any such dressing rooms, summer house or summer houses shall be erected in strict compliance with such plans and drawings and provided further that the temporary structures mentioned in (b) shall be subject to the approval of the Transferor and shall be forthwith removed by the Transferee whenever so required by the Transferor.

In the foregoing conditions the following terms shall have the meanings assigned to them-

"TRANSFEROR" shall mean BOARDMAN SILCOCK and his successors in title to the rights conferred on the said Boardman Silcock by Deed of Transfer No. 13068/1934 dated 5th November, 1934.

"TRANSFEE" shall mean and include the registered owner for the time being of the land hereby transferred and any lawful occupier for the time being of the said land.

"THE LAND" shall mean the aforesaid portions of Lot No. 7, of the farm "RIETFONTEIN" No. 33, district of Johannesburg.

"DWELLINGHOUSE" shall mean a house designed as a dwelling for a single family together with such outbuildings as are ordinarily required to be used therefor.

"WAVENEY VALLEY ESTATE" shall mean certain remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 situate in the district of Johannesburg, measuring as such 125,2478 Hectares, held by the Transferor under Deed of Transfer No 13068/1934 dated 5th November, 1934.

- K. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 104,2346 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 129 (a portion of Lot No. 7 of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2836 Hectares held under Deed of Transfer No. 28897/1946 dated 20th September, 1946;
- L. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 95,6691 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 116 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946 dated 20th September, 1946;
- M. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 91,3870 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 117 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 1314/47 dated 18 January, 1947.
- N. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 91,3870 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 121 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 18254/1947 dated 21st Junje, 1947.
- O. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 78,5393 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 127 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares and Portion 128 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares, held under Deed of Transfer No 18255/47 dated 21st June, 1947.
- P. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 74,2558 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 120 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 14857/1948 dated 7th May, 1948.
- Q. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 69,9731 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 119 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 21698/1948 dated 30th June, 1948.
- R. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 65,6904 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 126 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 5765/1949 dated 9th March, 1949.
- S. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 61,4078 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 125 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 15341/1951 dated 25th June, 1951.
- T. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 57,1251 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 130 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 4626/1958 dated 24th February, 1958."

2. CONDITIONS OF TITLE

The erven mentioned hereunder shall be subject to the conditions, as indicated, imposed by the Council in terms of the provisions of the Town-planning and Townships Ordinance, 1986.

(1) ALL ERVEN

- (a) The erf is subject to a servitude, 2m wide, in favour of the Council 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 Council: Provided that the Council 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 Council 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 Council.

**Executive Director: Development Planning
Transportation and Environment
Notice No: 615**

PLAASLIKE BESTUURSKENNISGEWING 1248

VERKLARING TOT GOEDGEKEURDE DORP

Ingevolge artikel 103(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie No. 15 van 1986) verklaar die STAD VAN JOHANNESBURG hierby die dorp **PAULSHOF UITBREIDING 51** tot 'n goedgekeurde dorp onderworpe aan die voorwaardes uiteengesit in die bygaande Bylae.

BYLAE

VOORWAARDES WAAROP DIE AANSOEK GEDOEN DEUR DE AND P 72 INVESTMENTS (PTY) LIMITED INGEVOLGE DIE BEPALINGS VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986, OM TOESTEMMING OM 'N DORP TE STIG OP GEDEELTE 133 ('N GEDEELTE VAN GEDEELTE 38) VAN DIE PLAAS RIETFONTEIN 2 IR, PROVINSIE GAUTENG, TOEGESTAAN IS.

1. STIGTINGSVOORWAARDES

- (1) **Naam**
Die naam van die dorp is **PAULSHOF UITBREIDING 51**
- (2) **Ontwerp**
Die dorp bestaan uit erwe soos aangedui op Algemene Plan SG No. 9528/2003.
- (3) **Voorsiening en installering van Dienste**
Die dorpseienaar moet die nodige reelings met die Raad tref vir die voorsiening en instalering van ingenieursdienste in die dorp, tot bevrediging van die Raad, en/of City Power / Eskom.
- (4) **Verpligtinge ten opsigte van noodsaaklike dienste asook die beperking ten opsigte van vervreemding of oordragte**
 - (a) Die dorpseienaars sal, in terme van n vooraf gereelde ooreenkoms met die Raad, sy verpligtinge rakende tot die voorsiening van ingenieursdienste in en vir die dorp, in terme van Hoofstuk 5 van die Ordonnansie, nakom.

- (b) 'n Bydrae tot die voorsiening van ingenieursdienste sal betaalbaar wees.
- (c) Geen erwe mag vervreem of oorgedra word in die naam van 'n koper alvorens die plaaslike bestuur bevestig het dat voldoende waarborge/kontantbydraes ten opsigte van die voorsiening van dienste deur die dorpseienaar aan die Stadsraad gelewer is nie.

(5) **Verskuiwing of die vervanging van munisipale dienste**

Indien dit as gevolg van die stigting van die dorp nodig word om enige bestaande munisipale dienste te verskuif of te vervang moet die koste daarvan deur die dorpseienaars gedra word.

(6) **Beskikking oor bestaande titelvoorwaardes**

Alle erwe moet onderhewig gemaak word aan bestaande titelvoorwaardes en servitute, indien enige, insluitende die reservering van die mineraleregte behalwe die volgende voorwaardes wat nie die dorp raak nie: –

- A. The former Remaining Extent of Lot No. 7 (now known as No. 38) of the farm "RIETFONTEIN" No. 33, district of JOHANNESBURG, measuring as such 115,2470 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a right-of-Way 15.74 metres in width over portion 102 (a portion of Portion 3 of Portion A of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, held under Deed of Transfer No. 6361/1942 dated the 7th April, 1942, as shown on diagram S.G. No. A3493/41 annexed to Deed of Transfer No. 6360/1942 dated the 7th April, 1942, and marked by the figure AabE thereon.
- B. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, aforesaid, measuring as such 108,5180 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9.45 metres wide along the side D A as will more fully appear from DIAGRAM s.g. No. A7345/45 annexed to Deed of Transfer No. 20219/1946, over certain Portion 118 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 Hectares, held under Deed of Transfer No. 20219/1946, dated the 8th July, 1946.
- C. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, aforesaid, measuring as such 95,6691 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9.45 metres wide, over Certain Portion 116 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946, dated the 20th September, 1946, along the side D.A. as will more fully appear from Diagram S.G. No. A3578/46 annexed to the said Deed of Transfer No 28898/1946, and as indicated by the letters D.A. S1. And S2 thereon.
- D. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 95,6691 Hectares (of which the property hereby transferred form a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain Portion 123 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33 measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946 dated the 20th September, 1946, along the side B.C. and as indicated by the letters B.C. S 15 and S 16 on Diagram S.G. No. A. 3584/46 annexed to the said Deed of Transfer No. 28898/1946.
- E. The Remaining Extent of Lot. No 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 91,3870 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 117 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 1314/1947, dated the 18th January, 1947, along the side D.A., as will more fully appear from Diagram S.G. No. A. 3579/46, annexed to the said Deed of Transfer No. 1314/1947, and as indicated by the letters D.A. S2. And S3 thereon.
- F. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 87,1037 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain portion 121 (a portion of Lot No. 7) of the said farm "RIETFONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 18254/1947 dated the 21st day of June, 1947, along the side B.C. as will more fully appear from Diagram S.G. No. A3582/46 annexed to the said Deed of Transfer No. 18254/1947, and as indicated by the letters S13, S14, B and C thereon.
- G. The Remaining Extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 aforesaid, measuring as such 74,2558 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 15,74 metres wide over certain portion 120 (a portion of Lot No. 7) of the said

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farm "RIET FONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 14857/1948 dated the 7th day of May, 1948, along the side B.C. as will more fully appear from Diagram S.G. No. A3581/46 annexed to the said Deed of Transfer No. 14857/1948, and as indicated by the letters S13, S12, C and B thereon.

- H. The Remaining Extent of Lot No. 7 of the farm "RIET FONTEIN" No. 33 aforesaid, measuring as such 74,2558 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 120 (a portion of Lot No. 7) of the said farm "RIET FONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 14857/1948 dated the 7th day of May, 1948, along the side F.E.D.C. as will more fully appear from Diagram S.G. No. A35812/46 annexed to the said Deed of Transfer No. 14857/1947, and as indicated by the letters S8, S9, S10, S11, C.D.E. and F. thereon.
- I. The Remaining Extent of Lot No. 7 of the farm "RIET FONTEIN" No. 33 aforesaid, measuring as such 69,9731 Hectares (of which the property hereby transferred forms a portion) is ENTITLED to a servitude of Right-of-Way 9,45 metres wide over certain portion 119 (a portion of Lot No. 7) of the said farm "RIET FONTEIN" No. 33, measuring 4,2827 hectares, held under Deed of Transfer No. 21698/1948 dated the 30th June, 1948, along the side A.E.D.C. as will more fully appear from Diagram S.G. No. A3580/46 annexed to the said Deed of Transfer No. 21698/1948, and as indicated by the letters S4, S5, S6, S7, S8, C.D.E.A. thereon.
- J. The former remaining extents of Lot No. 7 of the farm "RIET FONTEIN" No. 33, measuring as hereinafter stated are entitled to enforce the following conditions as follows:
- (a) Remainder measuring 108,5180 Hectares over Portion 118 held under Deed of Transfer No. 20219/1946 dated 8th July, 1946;
 - (b) Remainder measuring 47,2361 Hectares over Portion 132 held under Deed of Transfer No. 2286/1959 dated 23rd January, 1959;
 - (c) Remainder measuring 42,9535 Hectares over Portion 131 held under Deed of Transfer No. 23592/1961 dated 6th November, 1961;

All of the said farm "RIET FONTEIN" No. 33 aforesaid;

- (i) No wood and iron dwellings of any description shall be erected on the land and no iron roofs shall be erected on any dwelling house on the land.
- (ii) Outbuildings shall be built simultaneously with the dwelling house which latter shall be a complete house and not one partly built and intended for completion at a later date.
- (iii) No building operations whatsoever shall be commenced on the land unless and until the transferor has given his approval in writing of the plans (including a block plan) and specifications belonging thereto and all buildings so approved shall be completed in strict accordance with the plans and specifications within a period of one year from the date of such approval. Should all such buildings not be completed, the transferor shall have the right forthwith to demolish such buildings and to remove all building material from the land at the expense of the transferee.
- (iv) Outbuildings shall not be used as dwellings except for the servants of the transferee who are employed in or about the land and buildings erected thereon.
- (v) The cost of erection of the dwelling house inclusive of outbuildings on the land shall not be less than the sum of R4,000.00.
- (vi) The Transferee shall be bound to fence the land and to keep the fence in good order. Galvanised iron reeds and other unsightly material shall not be used as fencing material.
- (vii) The transferee shall not erect on the any hoardings or signboards for advertising purposes without the permission of the transferor.

- (viii) The transferee shall not do or suffer to be done on the land anything which will be a public nuisance or cause damage or disturbance to any owner or occupier of any other portion of WAVENEY VALLEY ESTATE.
- (ix) Agriculture may be carried on and livestock may be kept on the land provided that no nuisance is thereby caused to the owner or occupier of any other portion of WAVENEY VALLEY ESTATE and the final decision as to whether a nuisance is being caused shall rest with the Transferor. If the Transferor gives notice to abate any such nuisance to the Transferee, the Transferee shall be bound to abate the nuisance within a reasonable period.
- (x) No buildings shall be erected within 6.30 metres of any boundary of the land.
- (xi) No slaughtering of livestock shall take place on the land.
- (xii) The Transferee shall not have the right to make or cause to be made upon the land for any purposes whatsoever any bricks, tiles earthenware pipes or articles of such nature. He shall not have the right (save and except to prepare the land for building purposes) to quarry or excavate any stones, lime clay or other material without the consent of the Transferor.
- (xiii) Notwithstanding anything to the contrary, contained in these conditions, the Transferee shall be entitled at any time in the case of sub-paragraph (a) hereunder and at any time prior to the erection of the dwelling house and outbuildings in the case of such paragraph (b) hereunder:

(a) to erect dressing rooms for use in connection with an already constructed swimming bath and to erect a summer house or summer houses;

(b) To erect a temporary structure or structures for the housing of servants employed by him for the development of the land.

Provided always that no dressing rooms, summer house or summer houses mentioned in (a) shall be erected unless plans or drawings sufficient to inform the Transferor as to the structures to be erected have been submitted to the Transferor and approved by him, and provided further that any such dressing rooms, summer house or summer houses shall be erected in strict compliance with such plans and drawings and provided further that the temporary structures mentioned in (b) shall be subject to the approval of the Transferor and shall be forthwith removed by the Transferee whenever so required by the Transferor.

In the foregoing conditions the following terms shall have the meanings assigned to them-

"TRANSFEROR" shall mean BOARDMAN SILCOCK and his successors in title to the rights conferred on the said Boardman Silcock by Deed of Transfer No. 13068/1934 dated 5th November, 1934.

"TRANSFEEEE" shall mean and include the registered owner for the time being of the land hereby transferred and any lawful occupier for the time being of the said land.

"THE LAND" shall mean the aforesaid portions of Lot No. 7, of the farm "RIETFONTEIN" No. 33, district of Johannesburg.

"DWELLINGHOUSE" shall mean a house designed as a dwelling for a single family together with such outbuildings as are ordinarily required to be sued therefor.

"WAVENEY VALLEY ESTATE" shall mean certain remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33 situate in the district of Johannesburg, measuring as such 125,2478 Hectares, held by the Transferor under Deed of Transfer No 13068/1934 dated 5th November, 1934.

K. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 104,2346 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 129 (a portion of Lot No. 7 of the farm

"RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2836 Hectares held under Deed of Transfer No. 28897/1946 dated 20th September, 1946;

- L. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 95,6691 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 116 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares, held under Deed of Transfer No. 28898/1946 dated 20th September, 1946;
- M. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 91,3870 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 117 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 1314/47 dated 18 January, 1947.
- N. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 91,3870 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 121 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 18254/1947 dated 21st Junje, 1947.
- O. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 78,5393 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 127 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares and Portion 128 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares, held under Deed of Transfer No 18255/47 dated 21st June, 1947.
- P. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 74,2558 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 120 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 14857/1948 dated 7th May, 1948.
- Q. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 69,9731 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 119 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 21698/1948 dated 30th June, 1948.
- R. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 65,6904 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 126 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 5765/1949 dated 9th March, 1949.
- S. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 61,4078 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 125 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 15341/1951 dated 25th June, 1951.
- T. The former remaining extent of Lot No. 7 of the farm "RIETFONTEIN" No. 33, measuring as such 57,1251 Hectares (of which the portion hereby transferred forms a portion) is ENTITLED to enforce the conditions set out under J. (i) to (xiii) above, against Portion 130 (a portion of Lot No. 7) of the farm "RIETFONTEIN" No. 33, situate in the district of Johannesburg, measuring 4,2827 Hectares held under Deed of Transfer No. 4626/1958 dated 24th February, 1958."

2. TITELVOORWAARDES

Die erwe hieronder genoem sal onderworpe wees aan die voorwaardes soos aangedui, opgelé deur die Raad ingevolge die bepalings van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986.

(1) ALLE ERWE

- (a) Die erf is onderworpe aan 'n serwituut van 2 meter breed vir riolerings- en ander munisipale doeleindes, ten gunste van die Raad langs enige twee grense, uitgesonderd 'n straatgrens en, in die geval van 'n pypsteelerf, 'n addisionele serwituut vir munisipale doeleindes 2 meter breed oor die toegangsgedeelte van die erf, indien en wanneer verlang deur die Raad: Met dien verstande dat die Raad van enige sodanige serwituut mag afsien.
- (b) Geen geboue of ander struktuur mag binne die voornoemde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 'n afstand van 2 meter daarvan geplant word nie.
- (c) Die Raad is geregtig om enige materiaal wat deur hom uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleidings en ander werke wat hy volgens goeë dunnke noodsaaklik ag, tydelik te plaas op die grond wat aan die voornoemde serwituut grens en is voorts geregtig tot redelike toegang tot genoemde grond vir die voornoemde doel, onderworpe daaraan dat die Raad enige skade vergoed wat gedurende die aanleg, onderhoud of verwydering van sodanige rioolhoofpyleidings en ander werke veroorsaak word.

**Uitvoerende Direkteur: Ontwikkelings
Beplanning, Vervoer en Omgewing
Kennisgewing No: 615**

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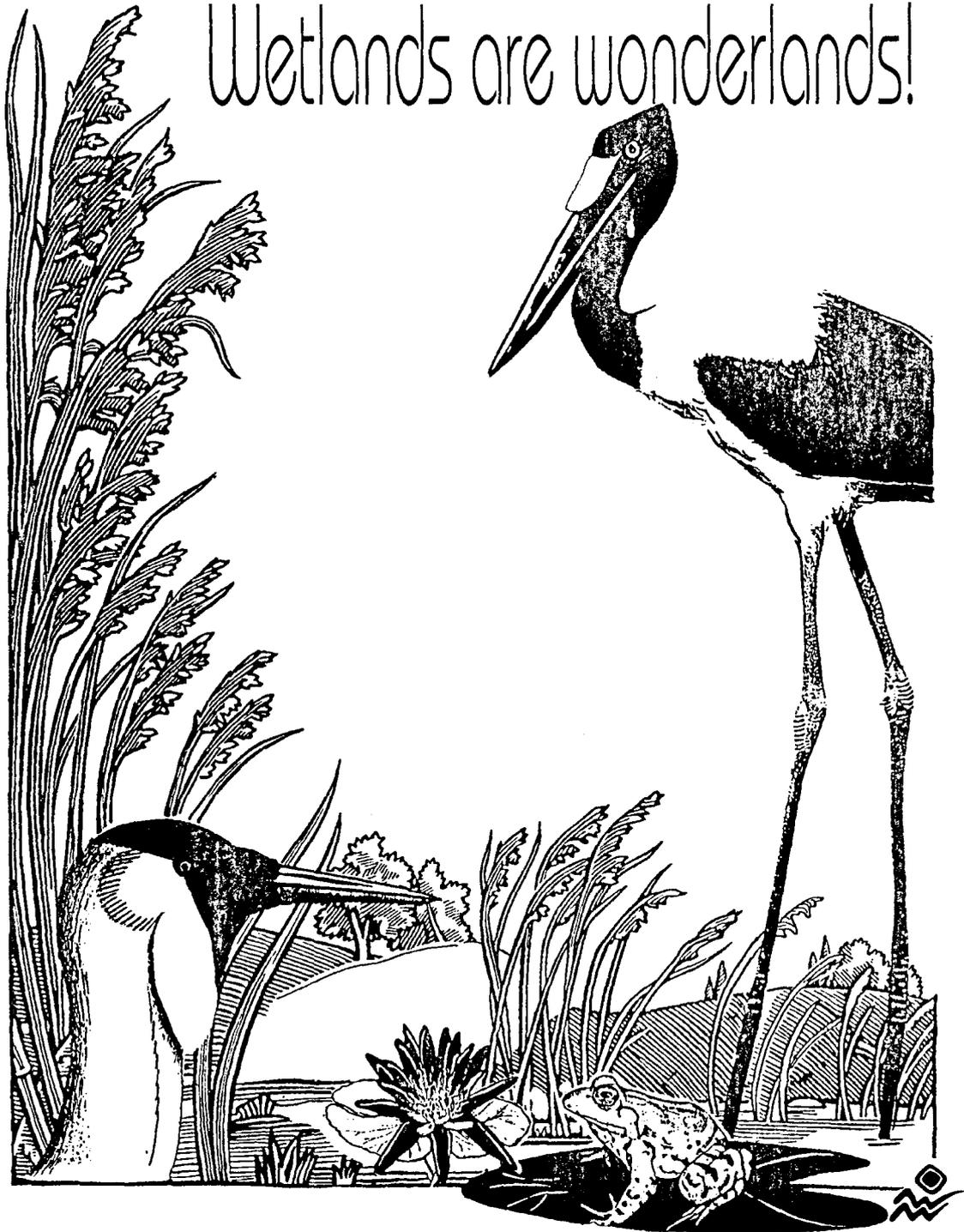
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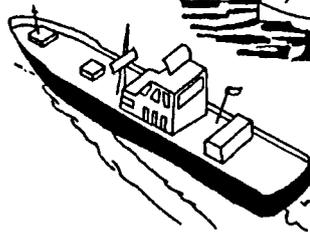
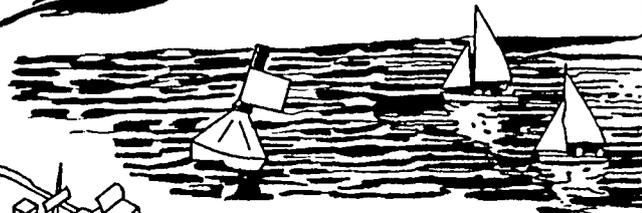
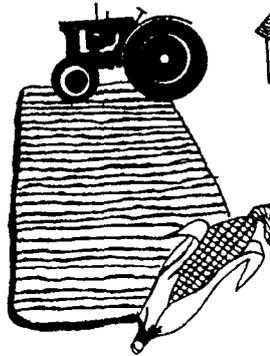
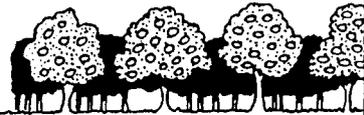
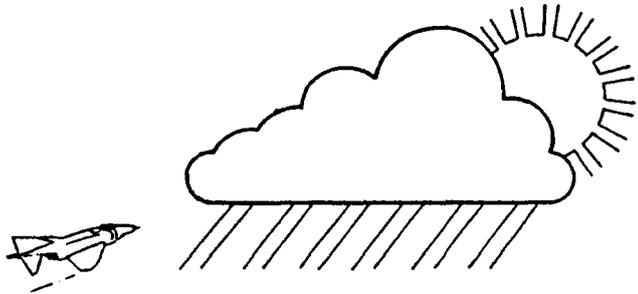
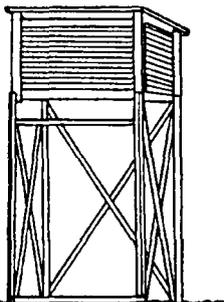
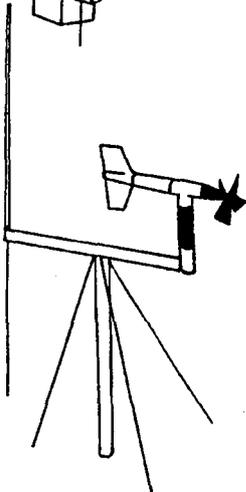
Wetlands are wonderlands!

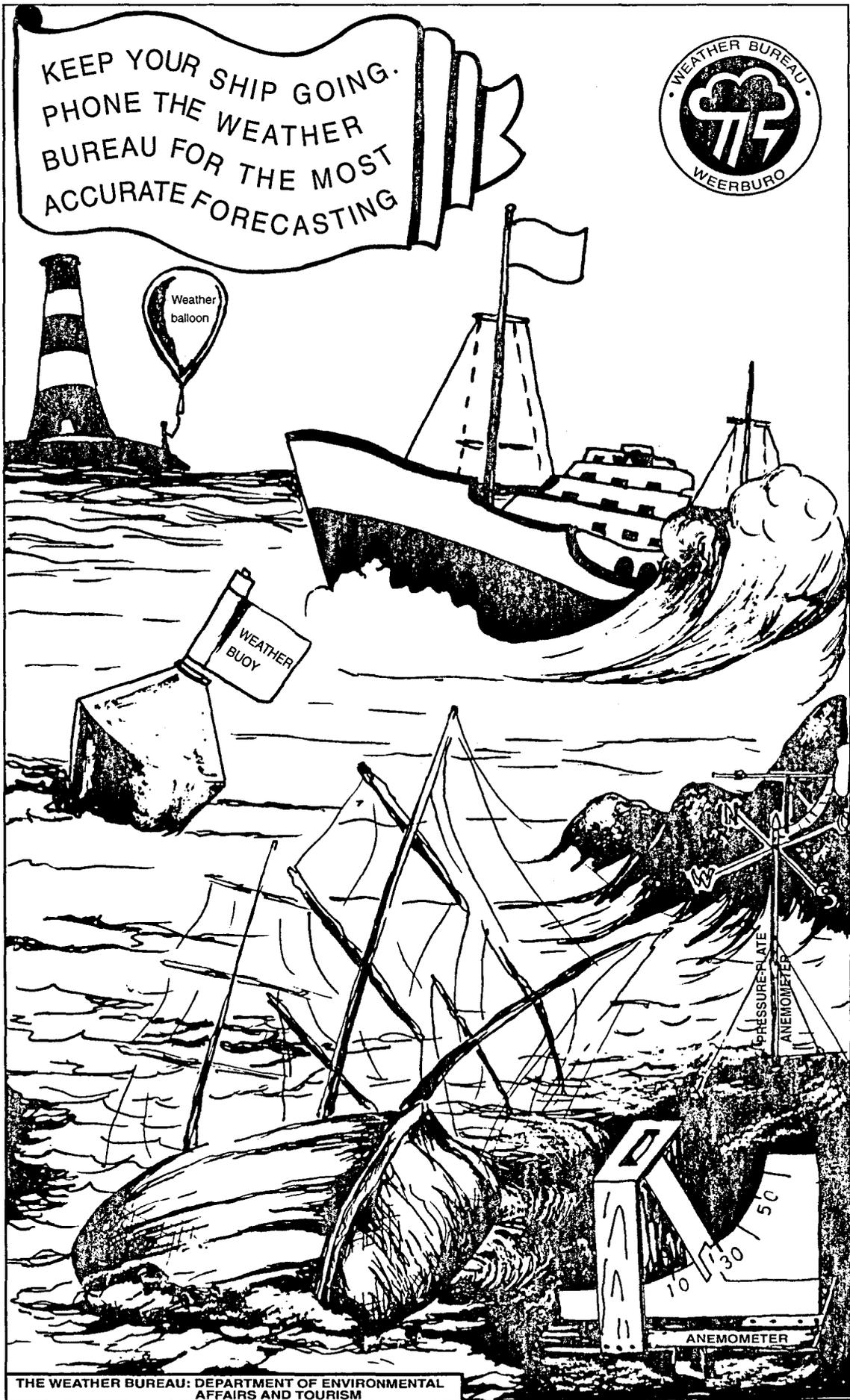


Department of Environmental Affairs and Tourism

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