

***THE PROVINCE OF
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LOCAL AUTHORITY NOTICE

LOCAL AUTHORITY NOTICE 2899**CITY OF TSHWANE METROPOLITAN MUNICIPALITY****CENTURION AMENDMENT SCHEME 1530C**

It is hereby notified in terms of the provisions of section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the City of Tshwane Metropolitan Municipality has approved an amendment scheme with regard to the land in the township of Raslouw Extension 12, being an amendment of the Centurion Town-planning Scheme, 1992.

Map 3 and the scheme clauses of this amendment scheme are filed with the Executive Director: Legal Services, and are open to inspection during normal office hours.

This amendment is known as Centurion Amendment Scheme 1530C.

(13/2/Raslouw x12 (1530C))
__ November 2007

Executive Director: Legal Services
(Notice No 1239/2007)

PLAASLIKE BESTUURSKENNISGEWING 2899**STAD TSHWANE METROPOLITAANSE MUNISIPALITEIT****CENTURION WYSIGINGSKEMA 1530C**

Hierby word ingevolge die bepalings van artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Stad Tshwane Metropolitaanse Munisipaliteit 'n wysigingskema met betrekking tot die grond in die dorp Raslouw Uitbreiding 12, synde 'n wysiging van die Centurion-dorpsbeplanningskema, 1992, goedgekeur het.

Kaart 3 en die skemaklousules van hierdie wysigingskema word deur die Uitvoerende Direkteur: Regsdienste, in bewaring gehou en lê gedurende gewone kantoorure ter insae.

Hierdie wysiging staan bekend as Centurion-wysigingskema 1530C.

(13/2/Raslouw x12 (1530C))
__ November 2007

Uitvoerende Direkteur: Regsdienste
(Kennisgewing No 1239/2007)

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DECLARATION OF RASLOUW EXTENSION 12 AS APPROVED TOWNSHIP

In terms of section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the City of Tshwane Metropolitan Municipality hereby declares the township of Raslouw Extension 12 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Raslouw x12 (1530C))

SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY CHIEFTAIN REAL ESTATE INCORPORATED IN IRELAND LTD IN TERMS THE PROVISIONS OF CHAPTER III: SECTION A AND C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 662 OF THE FARM ZWARTKOP NO 256JR, AS WELL AS PART OF PORTION 155 OF THE FARM ZWARTKOP 356JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

1. CONDITIONS OF ESTABLISHMENT

1.1 NAME

The name of the township shall be Raslouw Extension 12.

1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 11733/2006.

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 –

1.3.1 the following conditions which do not affect the township:

i. Title Deed Number T1168/1969: Holdings 15 and 16 Sunderland Ridge Agricultural Holdings:

A. The former Remaining Extent of Portion d of a Portion of the said farm ZWARTKOP No.356 Registration Division J.R. district Pretoria (whereof the property hereby transferred forms a part) is entitled to a right of way forty (40) feet wide over Portion 121 of Portion B of the Middle Portion of the said farm ZWARTKOP, so as to give access to the main road between Pretoria and Johannesburg via the existing road (or right of way) over Portion A of the Middle Portion of the said farm ZWARTKOP".

ii. Title Deed Number T21888/1999: Holdings 17 and 18 Sunderland Ridge Agricultural Holdings:

"4. The Transferor shall have the right to lay down and maintain water mains, and wires or cables for the conveyance of electric light or power and to erect poles for the support of such wires and cables, on, over and or under the holding and shall have the right to access at any time for the purpose of inspecting, maintaining, restoring or removing any such mains, wires, cable or poles. The Transferors shall further have the right to cede and make over any of the aforesaid rights to any person or company upon such terms and conditions as they may think fit".

"5. The Transferees shall not be entitled to any rights to water to which the Transferors, as owners of the said Remaining Extent of portion d of portion of portion of the farm Zwartkop No 476, district Pretoria, are entitled, nor shall he be entitled to lay a pipe line over portion 123 of the western portion nor over portion 121 of Portion B of the middle portion of the said farm".

- iii. Title Deed Number T125317/1997: Portion 155(a portion of Portion 17) of the farm Zwartkop 356, Registration Division JR Province Gauteng:
- A. The transferee shall have the right jointly with the transferors and all such other persons to whom the transferor may from time to time grant similar rights to take water for domestic purposes from the borehole situate upon the remaining extent of the western portion of the said farm "Zwartkop" measuring 350,2741 hectares, held under Deed of Transfer T18505/1939 but shall be obliged to take such water as he may require for domestic purposes through the piping laid down by the transferors for that purpose and shall pay to the transferors at such time or times as they may stipulate such amount being a proportionate share of the cost of pumping and supplying water (which amount shall not include any charge for water) to the property hereby sold, as the transferor may from time to time determine. Should the transferee fail or neglect to make payment promptly upon such due dates as the transferor may have laid down of such charges which may become due in respect of the supply of water the transferors shall have the right to discontinue such supply and to disconnect the transferee from their reticulation scheme. The transferors do not guarantee any specific quantity of water nor a continuous or permanent supply thereof, and such supply shall be dependent upon the yield of the borehole and the number of persons who shall be entitled from time to time to draw and use water there from."
- B. The property hereby transferred shall be subject to a right of way 18,89 metres wide extending along the northern boundary thereof in favour of the remaining extent of the said portion 'd' of the said farm ZWARTKOP 376, measuring 106,0778 hectares held by the transferors under the said Deed of Transfer T18505/1939 and shall be entitled to such right of way over the said remaining extent of the said portion "d" of the farm ZWARTKOP 476 as the transferors may from time to time point out in order to give him access to the provincial Road traversing the said farm from east to West from the Pretoria-Johannesburg Main Road."
- C. The transferors reserve the right at any time hereafter to lay and maintain piping over the property hereby transferred for the supply of water to other portions of the remaining extent of the said portion "d" of the said farm, as also to erect thereon poles for the conveyance of electric current, telegraph and telephone wires, or to lay cables for the same purposes and at all times to have access thereto for such purposes as the said transferors may deem necessary and to cede assign and make over the rights herein reserved to any other person or persons, to exercise all or any of the same. Should the transferors or their assignees cause any damage to any of the transferee's buildings or other improvements in the exercise of the said reserved rights, they shall pay to the transferee such compensation in respect thereof as may be agreed upon."
- E. ONDERWORPE aan notariële Akte van Serwituut K754/70 waarkragtens die Stadsraad van Pretoria gemagtig word om elektrisiteit ocr die hierbogemelde eiendom, te vervoer teseame met bykomende regte en onderhewig aan kondisies, soos meer volledig sal blyk uit gemelde Akte van Kaart" (SG No A 6316/1969).
- F. ONDERWORPE aan Notariële Akte van Serwituut K2371/1980 S waarkragtens die Stadsraad van Verwoerdburg die ewigdurende reg om elektrisiteit te voorsien deur middel van drade en/of kables of ander toebehore ondergronds en/of bogronds verkry, soos meer volledig sal blyk uit gemelde Notariële Akte van Serwituut" (SG No A 5315/1978)

1.3.2 The following condition which affects a street in the township only:

Title Deed No T38491/1998: Holding 13 Sunderland Ridge Agricultural Holdings:

- "4. Kragtens Notariële Akte Nr. K.3662/94.S, geregistreer op 7 Julie 1994, is die hierinvermelde eiendom onderhewig aan 'n ewigdurende reg tot 'n rioolpylyn serwituut ten gunste van die Stadsraad van Verwoerdburg, die middellyn van welke serwituut aangetoon word deur die lyn A B op Kaart LG Nr. A. 10351/1993 met bykomende regte."

1.4 PRECAUTIONARY MEASURES

1.4.1 The township owner shall appoint a competent person(s) to:-

- (i) compile a complete RISK MANAGEMENT PLAN and WET SERVICES PLAN:
- (ii) conduct and compile a Construction Report, which must include the mapping details of the trenches and the revised stability map, confirming the conditions on site and the positioning of structures and wet services. A table indicating the stand sizes, risk classification and D designation for each stand within the township must be included. Certification on the method of backfilling of boreholes must also be included.

1.4.2 The township owner is responsible to facilitate the procedure to transfer the responsibility for the management of the Risk Management plan legally to a representative Body Corporate or similar entity, as applicable.

1.4.3 The township owner shall at its own expense, make arrangements with the Municipality, in order to ensure that-

1.4.3.1 water will not accumulate to the effect that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen; and

1.4.3.2 trenches and excavations for foundations, pipes and cables or for any other purposes, are properly refilled with damp soil in layers not thicker than 150 mm, and compacted until the same grade of compaction as that of the surrounding material is obtained.

1.5 DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at its 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 Municipality, when required by the Municipality to do so.

1.6 REMOVAL OF LITTER

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

1.7 REMOVAL OR REPLACEMENT OF MUNICIPAL AND TELKOM SERVICES

If, by reason of the establishment of the township, it should become necessary to remove or replace any existing municipal and Telkom services, the cost thereof shall be borne by the township owners.

1.8 REMOVAL AND/OR REPLACEMENT OF ESKOM POWER LINES

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.9 COMPLIANCE WITH CONDITIONS IMPOSED BY GDACE

The township owner shall at his own expense comply with all the conditions imposed by or by which the Gauteng Department of Agriculture, Conservation and Environment has granted the applicant authorization in terms of regulations No 1182 and 1183 promulgated in terms of sections 21, 22 and 26 of the Environmental Conservation Act, for the development of this township.

1.10 NATIONAL HERITAGE RESOURCE ACT

The township owner shall at his own expense comply with the provisions of the National Heritage Resource Act, 25 of 1999.

1.11 OBLIGATIONS WITH REGARD TO THE AESTHETICAL TREATMENT OF BAARD ROAD AND POOLE AVENUE

1.11.1 Provision shall be made for pedestrian movement along the roads to the satisfaction of the City of Tshwane Metropolitan Municipality.

1.11.2 The sidewalk and entrances along the roads shall be landscaped and planted with trees to the satisfaction of the City of Tshwane Metropolitan Municipality.

1.11.3 A taxi lay-by with adequate space for two (2) taxis shall be provided in the township to the satisfaction of the City of Tshwane Metropolitan Municipality.

1.12 LAND TO BE TRANSFERRED TO THE SECTION 21 COMPANY (HOMEOWNERS' ASSOCIATION)

The following erven shall be transferred to the Section 21 Company within a period of 6 months after proclamation of the township or when the first erven in the township becomes transferable whichever ever the sooner, by and at the expense of the township owner:

Erf 235 up to and including Erf 237.

1.13 RESTRICTIONS ON THE ALIENATION OF LAND:

Regardless the issuing of a certificate as contemplated in section 82(1)(b)(ii)(cc) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), no erf in the township may be transferred or be dealt with otherwise until the City of Tshwane Metropolitan Municipality certifies that the developer has complied with the provisions of condition 1.14.

1.14 THE DEVELOPER'S OBLIGATION

1.14.1 ASSOCIATION AND STATUTES

The developer must register a section 21 company (homeowners' association) in terms of provision of the Companies Act, 1973 (Act 61 of 1973). A copy of the registered Deed of Association (CM4) and the Company Statutes must be submitted to the City of Tshwane Metropolitan Municipality.

The Association and Statutes must clearly state that the main objective of the homeowners' association is the maintenance of the internal engineering services of the development (roads and stormwater). The developer is deemed to be a member of the Section 21 Company, with all the rights and obligations of an ordinary member, until the last erf has been transferred.

1.14.2 PROVISION OF ENGINEERING DRAWINGS

The developer must submit to the City of Tshwane Metropolitan Municipality complete engineering drawings in respect of internal sewers and sewer connections points and complete engineering drawings in respect of the internal road and storm water sewers as well as water and electricity services, prior to the commencement of the construction of the said services.

1.14.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan Municipality must be provided with a certificate by a professional engineer for water, sewerage, electricity and the internal road and storm water sewers in which it is certified that the internal engineering services have been completed and that the engineers accept professional liability for the services. The Municipality may at its own discretion, allow an exception in respect of the internal road and storm water sewers. If this is the case, the developer must give the Municipality an undertaking that the developer will complete this service on or before a certain date and must provide the Municipality with a guarantee issued by a recognized financial institution.

No building plans will be approved before the services are completed and (if applicable) taken over by the division of the Service Delivery Department.

1.14.4 MAINTENANCE PERIOD AND GAURANTEEE

A maintenance period of 12 (twelve) months commences when the last of the internal engineering services (i.e. water, sewerage, electricity, and the road and storm water sewers) have been completed. The developer must furnish the Section 21 Company with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the roads and stormwater services and the electricity services, which guarantee must be for an amount that is equal to 5% of the contract cost of the roads and stormwater services and 10% of the contract cost of the electrical services, and proof of this must be submitted to the City of Tshwane Metropolitan Municipality.

All internal and external water-and sanitation infrastructure will be maintained by the Municipality and not by the Section 21 Company. The developer must furnish the City of Tshwane Metropolitan Municipality with a 100% guarantee of the estimate contract cost, issued by a recognized financial institution before the commence date of the contract.

The developer must furnish the City of Tshwane Metropolitan Municipality with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the water and sewerage services, which guarantee must be for an amount that is equal to 10% of the contract cost.

2. CONDITIONS OF TITLE

THE ERVEN MENTIONED HEREUNDER 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.

2.1 ALL ERVEN

- 2.1.1 The erf is subject to a servitude, 3m wide, in favour of the municipality, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 3m wide across the access portion of the erf, if and when required by the municipality: Provided that the local authority may dispense with any such servitude.
- 2.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.
- 2.1.3 The municipality 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 municipality.

2.2 ERF 144

The erf is subject to a 3 metre wide stormwater servitude in favour of the Municipality, as indicated on the General Plan.

2.3 ERVEN 191 and 194

The erven are subject to a 3 metre wide servitude for Municipal Services, as shown on the General Plan.

2.4 ERF 236

The erf is subject to a general servitude for Municipal and Electrical Services, as shown on the General Plan.

2.5 ERVEN 237

The erf is subject to a right of way servitude in favour of erven 137 up to and including 234 and the proposed Remainders of Portions 649 to 652 (portions of Portion 17) of the farm Zwartkop 356-JR and the proposed Remainder of Portion 155 of the farm Zwartkop, 356-JR, as well as a general servitude for Municipal and Electrical Services, as shown on the General Plan.

2.6 ERVEN 187, 197, 229, 232, and 237

The erven are subject to a 1 metre wide private water servitude in favour of the proposed Remainder of portion 649 (a portion of Portion 17) of the Farm Zwartkop 356-JR.

2.7 ERVEN 203, 178 up to and including 182 and 237

The erven are subject to a 1 metre wide private water servitude in favour of the proposed remainder of portion 650 (a portion of Portion 17) of the Farm Zwartkop 356-JR.

2.8 ERVEN 165, 207, 219, 221, 223 UP TO AND INCLUDING 225 AND 237

The erven are subject to a 1 metre wide private water servitude in favour of the proposed remainder of Portion of Portion 651 (A portion of Portion 17) of the farm Zwartkop 356-JR.

2.9 ERVEN 157 UP TO AND INCLUDING 163, 211 AND 237

The erven are subject to a 1 metre wide private water servitude in favour of the proposed remainder of portion 651 (a portion of Portion 17) of the farm Zwartkop 356-JR.

2.10 ERVEN 137 UP TO AND INCLUDING 234

2.10.1 Each and every owner of Erven 137 up to and including 234 shall become a member of the Section 21 company upon transfer of the erf, such company shall have full responsibility for the functioning and proper maintenance of Erven 235 up to and including 237.

The Section 21 Company 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.

2.10.2 The access onto Wierda Road (proposed road K-103), to and from Baard Road will be closed and replaced with an alternative access after the construction of the K73 by the Gauteng Department of Public Transport, Roads and Works.

2.11 ERVEN 145, 146 AND 236

The erven are subject to a 1m wide private water servitude in favour of the Remainder of Portion 155 of the farm Zwartkop, 356-JR as indicated on General Plan number SG No 11733/2006.
