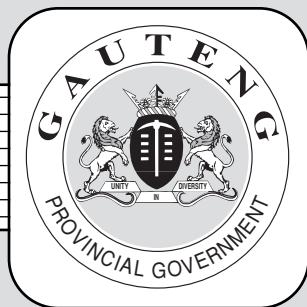


**THE PROVINCE OF
GAUTENG**



**DIE PROVINSIE
GAUTENG**

Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

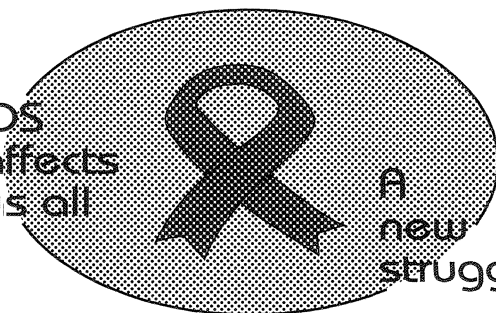
Vol. 21

PRETORIA, 15 APRIL 2015

No. 125

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

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LOCAL AUTHORITY NOTICE 246 VAN 2015

CITY OF JOHANNESBURG, METROPOLITAN MUNICIPALITY

DECLARATION AS APPROVED TOWNSHIP

In terms of Section 103 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) the City of Johannesburg, Metropolitan Municipality hereby declares Paulshof Extension 89 Township to be an approved township subject to the conditions set out in the schedule hereto.

ANNEXURE

STATEMENT OF THE CONDITIONS UNDER WHICH THE APPLICATION MADE BY PINESLOPES ERF 6 (PROPRIETARY) LIMITED (HEREINAFTER REFERRED TO AS THE 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 598 OF THE FARM RIETFontein NO 2, REGISTRATION DIVISION I.R., PROVINCE OF GAUTENG HAS BEEN APPROVED.

1. CONDITIONS OF ESTABLISHMENT

(1) NAME

The name of the township is Paulshof Extension 89.

(2) DESIGN

The township consists of erven as indicated on General Plan S.G. No. 1578/2014

(3) PROVISION AND INSTALLATION OF ENGINEERING SERVICES

The township owner shall make the necessary arrangements with the local authority for the provision and installation of all engineering services of which the local authority is the supplier, as well as the construction of roads and stormwater drainage in and for the township, to the satisfaction of the local authority.

(4) ELECTRICITY

The local authority is not the bulk supplier of electricity to or in the township. The township owner shall in terms of Section 118(2)(b) of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) make the necessary arrangements with ESKOM, the licensed supplier of electricity in the township for the provision of electricity to the township.

(5) GAUTENG PROVINCIAL GOVERNMENT (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)

Should the development of the township not been commenced with before 3 June 2014, the application to establish the township, shall be resubmitted to the Department of Agriculture and Rural Development for exemption/authorisation in terms of the National Environmental Management Act, 1998 (Act 107 of 1998), as amended.

(6) GAUTENG PROVINCIAL GOVERNMENT (DEPARTMENT OF ROADS AND TRANSPORT)

(a) Should the development of the township not been completed before 22 May 2023, the application to establish the township, shall be resubmitted to the Department of Roads and Transport for reconsideration.

(b) If however, before the expiry date mentioned in (a) above, circumstances change in such a manner that roads and/or PWV routes under the control of the said Department are affected by the proposed layout of the township, the township owner shall resubmit the application for the purpose of fulfilment of the requirements of the controlling authority in terms of the provisions of Section 48 of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001).

(7) ACCESS

- (a) No access to or egress from the township shall be permitted via the proposed K60 Road.

(8) ACCEPTANCE AND DISPOSAL OF STORMWATER

The township owner shall arrange for the drainage of the township to fit in with that of the adjacent K60 Road and all stormwater running off or being diverted from the K60 Road shall be received and disposed of.

(9) REFUSE REMOVAL

The township owner shall provide sufficient refuse collection points in the township and shall make arrangements to the satisfaction of the local authority for the removal of all refuse.

(10) REMOVAL OR REPLACEMENT OF EXISTING SERVICES

If, by reason of the establishment of the township, it should be necessary to remove or replace any existing municipal, TELKOM and/or ESKOM services, the cost of such removal or replacement shall be borne by the township owner.

(11) DEMOLITION OF BUILDINGS AND STRUCTURES

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

(12) ENDOWMENT

The township owner shall, in terms of the provisions of Section 98(2) and Regulation 44 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986) pay a lump sum as endowment to the local authority for the provision of land for a park (public open space).

(13) OBLIGATIONS WITH REGARD TO ENGINEERING SERVICES AND RESTRICTION REGARDING THE ALIENATION, TRANSFER, CONSOLIDATION AND/OR NOTARIAL TIE OF ERVEN

(a) The township owner shall, at its own costs, after proclamation of the township, submit an application to the local authority for consent to consolidate Erven 1105 and 1106. The consolidation may not be registered prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the supply of engineering services to the township and the erven to be consolidated, have been submitted or paid to the said local authority.

(b) The township owner shall submit to the local authority, a certificate issued by ESKOM that acceptable financial arrangements with regard to the supply of electricity, have been made by the township owner to the local authority. Erven in the township may not be alienated or transferred into the name of a purchaser neither shall a Certificate of Registered Title be registered in the name of the township owner, prior to the local authority certifying to the Registrar of Deeds that such certificate had been issued by ESKOM; and

(c) The township owner shall, at his own costs and to the satisfaction of the local authority, design, provide and construct all engineering services including the internal roads and the stormwater reticulation, within the boundaries of the township. Erven and/or units in the township, may not be alienated or transferred into the name of a purchaser neither shall a Certificate of Registered Title be registered in the name of the township owner, prior to the local authority certifying to the Registrar of Deeds that these engineering services had been provided and installed; and

(d) The township owner shall, within such period as the local authority may determine, fulfil his obligations in respect of the provision of water and sanitary services as well as the construction of

roads and stormwater drainage and the installation of systems therefor, as previously agreed upon between the township owner and the local authority. Erven and/or units in the township, may not be alienated or transferred into the name of a purchaser neither shall a Certificate of Registered Title be registered in the name of the township owner, prior to the local authority certifying to the Registrar of Deeds that sufficient guarantees/cash contributions in respect of the supply of engineering services by the township owner, have been submitted or paid to the said local authority; and

(e) Notwithstanding the provisions of clause 4.A. (1) (a), (b) and (c) hereunder, the township owner shall, at his costs and to the satisfaction of the local authority, survey and register all servitudes required to protect the engineering services provided, constructed and/or installed as contemplated in (a), (b), (c), (d) and (e) above. Erven and/or units in the township, may not be alienated or transferred into the name of a purchaser neither shall a Certificate of Registered Title be registered in the name of the township owner, prior to the local authority certifying to the Registrar of Deeds that these engineering services had been or will be protected to the satisfaction of the local authority.

2. DISPOSAL OF EXISTING CONDITIONS OF TITLE

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

A. Excluding the following which do affect the township, but shall not be made applicable to the individual erven in the township due to their locality:

- 2.1. the servitude of Right-of-way 15,74 metres wide depicted by the figure AabE registered in terms of Notarial Deed of Servitudes No. 6361/1942 and 6360/1942 indicated on S.G. Diagram No. A 3493/41;
- 2.2. the servitude of Right-of-way 9,14 metres wide depicted by the figure DA registered in terms of Notarial Deed of Servitude No. 20219/1946 indicated on S.G. Diagram No. 7345/45;
- 2.3. the servitude of Right-of-way 9,14 metres wide depicted by the letters D.A. S1 and S2 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. 3578/46;
- 2.4. the servitude of Right-of-way 15,74 metres wide depicted by the letters B.C. S15 and S16 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. A 3584/46;
- 2.5. the servitude of Right-of-way 9,14 metres wide depicted by the letters D.A. S2 and S3 registered in terms of Notarial Deed of Servitude No. T1314/1947 indicated on S.G. Diagram No. 3579/46;
- 2.6. the servitude of Right-of-way 15,74 metres wide depicted by the letters S13, S14, B and C registered in terms of Notarial Deed of Servitude No. T18254/1947 indicated on S.G. Diagram No. A 3582/46;
- 2.7. the servitude of Right-of-way 15,24 metres wide depicted by letters S13, S12, C and B registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.8. the servitude of Right-of-way 9,14 metres wide depicted by letters S8, S9, S10, S11, C, D, E and F registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.9. the servitude of Right-of-way 9,14 metres wide depicted by letters S4, S5, S6, S7, C, D, E and A registered in terms of Notarial Deed of Servitude No. T21698/1948 indicated on S.G. Diagram No. A3580/46;
- 2.10. The servitude of Right-of-way 50 cape feet wide depicted by the figure AabE registered in terms of Notarial Deed of Servitudes No. 6361/1942 and 6360/1942 indicated on S.G. Diagram No. A 3493/41;

- 2.11. The servitude of Right-of-way 30 feet wide depicted by the figure DA registered in terms of Notarial Deed of Servitude No. 20219/1946 indicated on S.G. Diagram No. 7345/45;
- 2.12. The servitude of Right-of-way 30 feet wide depicted by the letters D.A. S1. and S2. registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. 3578/46;
- 2.13. The servitude of Right-of-way 50 cape feet wide depicted by the letters B.C. S15 and S16 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. A 3584/46;
- 2.14. The servitude of Right-of-way 30 feet wide depicted by the letters D.A. S2 and S3 registered in terms of Notarial Deed of Servitude No. T1314/1947 indicated on S.G. Diagram No. 3579/46;
- 2.15. The servitude of Right-of-way 50 cape feet wide depicted by the letters S13, S14, B and C registered in terms of Notarial Deed of Servitude No. T18254/1947 indicated on S.G. Diagram No. A 3582/46;
- 2.16. The servitude of Right-of-way 50 feet wide depicted by letters S13, S12, C and B registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.17. The servitude of Right-of-way 30 feet wide depicted by letters S8, S9, S10, S11, C, D, E and F registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.18. The servitude of Right-of-way 30 feet wide depicted by letters S4, S5, S6, S7, S8, C.D.E.A. thereon registered in terms of Notarial Deed of Servitude No. T21698/1948 indicated on S.G. Diagram No. A3580/46;
- 2.19. The servitude of Right-of-way 15,24 metres wide registered in terms of Notarial Deeds of Servitude No. T22329/1964 and T 7424/1963 indicated on S.G. Diagram No.A2246/58;
- 2.20. The servitude of Right-of-way 50 feet wide registered in terms of Certificate of Registered Title No.7424/1965 indicated on S.G.Diagram No.A2247/58;

B. The following Entitlements/Rights will not be passed on to the erven in the Township:

- 2.21. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 104,2347 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. 2, Registration Division I.R. measuring 4,2836 hectares, held under Deed of Transfer No. 28897/1946 dated 20th September, 1946.
- 2.22. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 2, Registration Division I.R., Transvaal measuring 4,2827 hectares, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946.
- 2.23. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 91,3864 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.

- 2.24. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 87,1037 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.
- 2.25. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 78,5384 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18255/1947 dated 21st June, 1947.
- 2.26. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T14857/1948 dated 7th May, 1948.
- 2.27. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T21698/1948 dated 30th June, 1948.
- 2.28. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T5765/1949 dated 9th March, 1949.
- 2.29. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T15341/1951 dated 25th June, 1951.
- 2.30. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T4626/1958 dated 24th February, 1958.
- 2.31. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 121,6938 morgen (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 situated in the district of Johannesburg, measuring 5,0011 morgen, held under Deed of Transfer No. 28897/1946 dated 20th September, 1946.
- 2.32. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 111,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 33, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946.

- 2.33. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 106,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T1314/1947 dated 18 January, 1947.
- 2.34. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 101,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.
- 2.35. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 91,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, and Portion 128 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 33, situated in the district of Johannesburg measuring 5 morgen held under Deed of Transfer No. T18255/1947 dated 21st June, 1947.
- 2.36. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 86,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T14857/1948 dated 7th May, 1948.
- 2.37. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 81,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T21698/1948 dated 30th June, 1948.
- 2.38. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 76,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T5765/1949 dated 9th March, 1949.
- 2.39. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 71,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T15341/1951 dated 25th June, 1951
- 2.40. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 66,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T4626/1958 dated 24th February, 1958

C. Excluding the following which only affects Holkham Road in the township:

- 2.41 The servitude of Right-of-way 15,24 metres wide registered in terms of Notarial Deeds of Servitude No. T29621/1958, T2286/1959 and T23592/61 indicated on S.G. Diagram No. A2246/58;
- 2.42 The servitude of Right-of-way 50 feet wide depicted by letters A a e LD E registered in terms of

Certificate of Registered Title No.7424/1963 and Notarial Deed of Servitude No. T22328/1964 indicated on S.G. Diagram No. A2247/58;

- 2.43 The servitude of Right-of-way 50 feet wide depicted by letters A a d D registered in terms of Certificate of Registered Title No. 7424/1963 and Notarial Deed of Servitude No. 22328/1964 indicated on S.G. Diagram No. A2247/58.

4. CONDITIONS OF TITLE

(1) ALL ERVEN

- (a) Each 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 2m wide across the access portion of the erf, if and when required by the local authority: Provided that the local authority may dispense with any such servitude.
- (b) No building or other structure shall be erected within the aforesaid servitude area and no large rooted trees shall be planted within the area of such servitude or within 2m thereof.
- (c) The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the process 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) ALL ERVEN

- (a) Building plans submitted to the local authority must indicate to the measures to be taken, in accordance with recommendations contained in the Engineering-Geological report for the township, to limit possible damage to buildings and structures as a result of detrimental foundation conditions unless it can be approved to the local authority that such measures are unnecessary or that the same purpose can be achieved by other more effective means.

PLAASLIKE BESTUURSKENNISGEWING 597**PLAASLIKE BESTUURSKENNISGEWING 246 VAN 2015****JOHANNESBURG STAD, METROPOLITAANSE MUNISIPALITEIT****VERKLARING TOT 'N GOEDGEKEURDE DORP**

Ingevolge Artikel 103 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), verklaar Johannesburg Stad, Metropolitaanse Munisipaliteit hierby Paulshof Uitbreiding 89 tot 'n goedgekeurde dorp onderworpe aan die voorwaardes uiteengesit in die bygaande bylae.

BYLAE

STAAT VAN VOORWAARDES WAAROP DIE AANSOEK GEDOEN DEUR PINESLOPES ERF 6 (EIENDOMS) BEPERK (HIERNA DIE AANSOEKDOENER GENOEM) INGEVOLGE DIE BEPALINGS VAN ARTIKEL 98(1) VAN DIE ORDONNANSIE OP DORPSBEPLANNING EN DORPE, 1986 (ORDONNANSIE 15 VAN 1986), OM TOESTEMMING OM 'N DORP TE STIG OP GEDEELTE 598 VAN DIE PLAAS RIETFONTEIN 2, REGISTRASIE AFDELING I.R., PROVINSIE VAN GAUTENG, TOEGESTAAN IS.

1. STIGTINGSVOORWAARDES**(1) NAAM**

Die naam van die dorp is Paulshof Uitbreiding 89.

(2) ONTWERP

Die dorp bestaan uit erwe soos aangedui op Algemene Plan L.G. No. 1578/2014.

(3) VOORSIENING EN INSTALLERING VAN INGENIEURDIENSTE

Die dorpseienaar moet die nodige reelings tref met die plaaslike bestuur vir die voorsiening en installering van alle ingenieursdienste waarvan die plaaslike bestuur die voorsiener is, sowel as die konstruksie van paaie en stormwater dreinerings en die installering van sisteme daarvoor vir die dorp, tot bevrediging van die Plaaslike Bestuur.

(4) ELEKTRISITEIT

Die plaaslike bestuur is nie die hoofvoorsiener van elektrisiteit in die dorp nie. Die dorpseienaar moet in terme van Artikel 118(2)(b) van die Dorpsbeplanning en Dorp Ordonnansie, 1986 (Ordonnansie 15 van 1986) 'n ooreenkoms met ESKOM aangaan wat die gelisensiëerde voorsiener van elektrisiteit vir die dorp is.

(5) GAUTENG PROVINSIALE REGERING (DEPARTEMENT VAN LANDBOU EN LANDELIKE ONTWIKKELING)

Indien die ontwikkeling van die dorp nie voor 3 Junie 2014, in aanvang neem nie, moet die aansoek om die dorp te stig heringedien word by die Departement van Landbou en Landelike Ontwikkeling vir vrystelling/magtiging ingevolge die Wet op Nasionale Omgewingsbestuur, 1998 (Wet 107 van 1998), soos gewysig.

(6) GAUTENG PROVINSIALE REGERING (DEPARTEMENT VAN PAAIE EN VERVOER)

(a) Indien die ontwikkeling van die dorp nie voor 22 Mei 2023 voltooi word nie, moet die aansoek om die dorp te stig heringedien word by die Departement van Paaie en Vervoer vir heroorweging.

(b) Indien omstandighede egter voor die vervaldatum vermeld in (a) hierbo, tot so 'n mate verander dat paaie en/of PWV roetes onder die beheer van die betrokke Departement deur die beoogde uitleg van die dorp geraak word, moet die dorpseienaar die aansoek herindien vir doeleindes van die nakoming van die vereistes van die beherende liggaam in gevolge die bepalings van Artikel 48 van die Gauteng Vervoerinfrastruktuur Wet, 2001 (Wet 8 van 2001).

(7) TOEGANG

(a) Geen toegang tot of uitgang vanuit die dorp, sal toegelaat word deur die voorgestelde K60 Pad.

(8) ONTVANGS EN VERSORGING VAN STORMWATERDREINERING

Die dorpseienaar moet reël dat die stormwaterdreinering van die dorp inpas by dië van die aangrensende K60 Pad en dat alle stormwater wat van die K60 Pad afloop of afgelei word, ontvang en versorg word.

(9) VERWYDERING VAN ROMMEL

Die dorpseienaar sal voldoende afvalverwyderings punte binne die dorp voorsien en moet die nodige reelings met die plaaslike bestuur vir die verwydering van rommel tref.

(10) VERSKUIWING OF VERVANGING VAN BESTAANDE DIENSTE

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

(11) SLOPING GEBOUE EN STRUKTURE

Die dorpseienaar moet op eie koste alle bestaande begoue en structure wat binne boulynreserwes, kant ruimtes of oor gemeenskaplike grense geleë is, laat sloop tot bevrediging van die plaaslike bestuur wanneer die plaaslike bestuur dit vereis.

(12) BEGIFTIGING

Die dorpseienaar moet kragtens die bepalings van artikel 98(2) en Regulasie 44 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986) aan die plaaslike bestuur as begiftiging 'n globale bedrag vir parke (publieke oop ruimte) betaal vir die tekort in die voorsiening van grond vir 'n park (publieke oop ruimte)

(13) VERANTWOORDELIKHEID TEN OPSIGTE VAN INGENIEURSDIENSTE EN DIE BEPERKING OP DIE VERVREEMDING VAN ERWE.

(a) Die dorpseienaar moet op sy eie koste, na proklamasie van die dorp, 'n aansoek by die plaaslike bestuur indien vir toestemming om Erwe 694 en 693 te notarieël verbind. Die notariële verbinding mag nie geregistreer word, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat voldoende waarborge/kontantbydraes ten opsigte van die voorsiening van die ingenieursdienste aan die dorp en die erwe wat gekonsolideer staan te word, aan die plaaslike bestuur gelewer of betaal is.

(b) Die dorpseienaar moet 'n sertifikaat uitgereik deur ESKOM wat bevestig dat aanvaarbare finansiële reëlings met betrekking tot die voorsiening van elektrisiteit, getref is, by die plaaslike bestuur indien. Erwe en/of eenhede in die dorp, mag nie vervreem of oorgedra word in die naam van 'n koper ook mag 'n Sertifikaat van Geregistreeerde Titel nie in naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat sodanige sertifikaat deur ESKOM uitgereik is; en

(c) Die dorpseienaar moet op sy eie koste en tot tevredenheid van die plaaslike bestuur, alle

ingenieursdienste binne die grense van die dorp, ontwerp, voorsien en konstrueer, insluitend alle interne paaie en die stormwaterretikulasie. Erwe en/of eenhede in die dorp mag nie vervreem of oorgedra word in die naam van 'n koper, ook mag 'n Sertifikaat van Geregistreerde Titel nie in die naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat hierdie ingenieursdienste voorsien en geïnstalleer is; en

(d) Die dorpseienaar moet, binne sodanige tydperk as wat die plaaslike bestuur mag bepaal, sy verpligtinge met betrekking tot die voorsiening van elektrisiteit, water en sanitêre ingenieursdienste asook die konstruksie van paaie en stormwaterdreinerings en die installering van die stelsels daarvoor, soos vooraf ooreengekom tussen die dorpseienaar en die plaaslike bestuur, nakom. Erwe en/of eenhede in die dorp mag nie vervreem of oorgedra word in die naam van 'n koper, ook mag 'n Sertifikaat van Geregistreerde Titel nie in naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat voldoende waarborge/kontantbydraes ten opsigte van die voorsiening van die ingenieursdienste deur die dorpseienaar, aan die plaaslike bestuur gelewer of betaal is; en

(e) Nieteenstaande die bepalings van klousule 3.A. (1) hieronder, moet die dorpseienaar op sy/haar eie koste en tot tevredenheid van die plaaslike bestuur, alle servitute opmeet en registreer om die ingenieursdienste wat voorsien, gebou en/of geïnstalleer is soos hierbo beoog, te beskerm. Erwe en/of eenhede in die dorp mag nie vervreem of oorgedra word in die naam van 'n koper, ook mag 'n Sertifikaat van Geregistreerde Titel nie in naam van die dorpseienaar geregistreer word nie, alvorens die plaaslike bestuur aan die Registrateur van Aktes gesertifiseer het dat hierdie ingenieursdienste beskerm is of sal word, tot tevredenheid van die plaaslike bestuur.

2. BESKIKKING OOR BESTAANDE TITELVOORWAARDES

Alle erwe moet onderworpe gemaak word aan bestaande voorwaardes en servitute, indien enige:

A. Uitgesonderd die volgende wat die dorp raak maar wat nie van toepassing gemaak sal word op die individuele erwe in die dorp weens die ligging daarvan:

- 2.1. the servitude of Right-of-way 15,74 metres wide depicted by the figure AabE registered in terms of Notarial Deed of Servitudes No. 6361/1942 and 6360/1942 indicated on S.G. Diagram No. A 3493/41;
- 2.2. the servitude of Right-of-way 9,14 metres wide depicted by the figure DA registered in terms of Notarial Deed of Servitude No. 20219/1946 indicated on S.G. Diagram No. 7345/45;
- 2.3. the servitude of Right-of-way 9,14 metres wide depicted by the letters D.A. S1 and S2 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. 3578/46;
- 2.4. the servitude of Right-of-way 15,74 metres wide depicted by the letters B.C. S15 and S16 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. A 3584/46;
- 2.5. the servitude of Right-of-way 9,14 metres wide depicted by the letters D.A. S2 and S3 registered in terms of Notarial Deed of Servitude No. T1314/1947 indicated on S.G. Diagram No. 3579/46;
- 2.6. the servitude of Right-of-way 15,74 metres wide depicted by the letters S13, S14, B and C registered in terms of Notarial Deed of Servitude No. T18254/1947 indicated on S.G. Diagram No. A 3582/46;
- 2.7. the servitude of Right-of-way 15,24 metres wide depicted by letters S13, S12, C and B registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.8. the servitude of Right-of-way 9,14 metres wide depicted by letters S8, S9, S10, S11, C, D, E and F registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;

- 2.9. the servitude of Right-of-way 9,14 metres wide depicted by letters S4, S5, S6, S7, C, D, E and A registered in terms of Notarial Deed of Servitude No. T21698/1948 indicated on S.G. Diagram No. A3580/46;
- 2.10. The servitude of Right-of-way 50 cape feet wide depicted by the figure AabE registered in terms of Notarial Deed of Servitudes No. 6361/1942 and 6360/1942 indicated on S.G. Diagram No. A 3493/41;
- 2.11. The servitude of Right-of-way 30 feet wide depicted by the figure DA registered in terms of Notarial Deed of Servitude No. 20219/1946 indicated on S.G. Diagram No. 7345/45;
- 2.12. The servitude of Right-of-way 30 feet wide depicted by the letters D.A. S1. and S2. registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. 3578/46;
- 2.13. The servitude of Right-of-way 50 cape feet wide depicted by the letters B.C. S15 and S16 registered in terms of Notarial Deed of Servitude No. T28898/1946 indicated on S.G. Diagram No. A 3584/46;
- 2.14. The servitude of Right-of-way 30 feet wide depicted by the letters D.A. S2 and S3 registered in terms of Notarial Deed of Servitude No. T1314/1947 indicated on S.G. Diagram No. 3579/46;
- 2.15. The servitude of Right-of-way 50 cape feet wide depicted by the letters S13, S14, B and C registered in terms of Notarial Deed of Servitude No. T18254/1947 indicated on S.G. Diagram No. A 3582/46;
- 2.16. The servitude of Right-of-way 50 feet wide depicted by letters S13, S12, C and B registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.17. The servitude of Right-of-way 30 feet wide depicted by letters S8, S9, S10, S11, C, D, E and F registered in terms of Notarial Deed of Servitude No. T14857/1948 indicated on S.G. Diagram No. A3581/46;
- 2.18. The servitude of Right-of-way 30 feet wide depicted by letters S4, S5, S6, S7, S8, C.D.E.A. thereon registered in terms of Notarial Deed of Servitude No. T21698/1948 indicated on S.G. Diagram No. A3580/46;
- 2.19. The servitude of Right-of-way 15,24 metres wide registered in terms of Notarial Deeds of Servitude No. T22329/1964 and T 7424/1963 indicated on S.G. Diagram No.A2246/58;
- 2.20. The servitude of Right-of-way 50 feet wide registered in terms of Certificate of Registered Title No.7424/1965 indicated on S.G.Diagram No.A2247/58;

B. Die volgende re op/regte sal nie oorgedra word na die erwe in die dorp nie:

- 2.21. The former Remaining Extent of Lot No. 7 of the farm 'RIETFontein' No. 2, measuring as such 104,2347 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. 2, Registration Division I.R. measuring 4,2836 hectares, held under Deed of Transfer No. 28897/1946 dated 20th September, 1946.
- 2.22. The former Remaining Extent of Lot No. 7 of the farm 'RIETFontein' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares,

held under Deed of Transfer No. T28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 2, Registration Division I.R., Transvaal measuring 4,2827 hectares, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946.

- 2.23. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 91,3864 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.
- 2.24. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 87,1037 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.
- 2.25. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, measuring as such 78,5384 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T18255/1947 dated 21st June, 1947.
- 2.26. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T14857/1948 dated 7th May, 1948.
- 2.27. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T21698/1948 dated 30th June, 1948.
- 2.28. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T5765/1949 dated 9th March, 1949.
- 2.29. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T15341/1951 dated 25th June, 1951.
- 2.30. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 2, 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. 2, Registration Division I.R., Transvaal, measuring 4,2827 hectares, held under Deed of Transfer No. T4626/1958 dated 24th February, 1958.

- 2.31. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 121,6938 morgen (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 situated in the district of Johannesburg, measuring 5,0011 morgen, held under Deed of Transfer No. 28897/1946 dated 20th September, 1946.
- 2.32. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 111,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946 and Portion 123 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 33, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T28898/1946 dated 20th September, 1946.
- 2.33. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 106,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T1314/1947 dated 18 January, 1947.
- 2.34. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 101,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T18254/1947 dated 21st June, 1947.
- 2.35. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 91,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, and Portion 128 (a portion of Lot No. 7) of the farm 'RIETFONTEIN' No. 33, situated in the district of Johannesburg measuring 5 morgen held under Deed of Transfer No. T18255/1947 dated 21st June, 1947.
- 2.36. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 86,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T14857/1948 dated 7th May, 1948.
- 2.37. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 81,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T21698/1948 dated 30th June, 1948.
- 2.38. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 76,6935 morgen (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, situated in the district of Johannesburg measuring 5 morgen, held under Deed of Transfer No. T5765/1949 dated 9th March, 1949.
- 2.39. The former Remaining Extent of Lot No. 7 of the farm 'RIETFONTEIN' No. 33, measuring as such 71,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T15341/1951 dated 25th June, 1951

2.40. The former Remaining Extent of Lot No. 7 of the farm 'RIETFontein' No. 33, measuring as such 66,6935 morgen (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, situated in the district of Johannesburg, measuring 5 morgen, held under Deed of Transfer No. T4626/1958 dated 24th February, 1958

C. Uitgesonderd die volgende wat slegs Holkham Road in die dorp raak:

2.41 The servitude of Right-of-way 15,24 metres wide registered in terms of Notarial Deeds of Servitude No. T29621/1958, T2286/1959 and T23592/61 indicated on S.G. Diagram No. A2246/58;

2.42 The servitude of Right-of-way 50 feet wide depicted by letters A a e L D E registered in terms of Certificate of Registered Title No.7424/1963 and Notarial Deed of Servitude No. T22328/1964 indicated on S.G. Diagram No. A2247/58;

2.43 The servitude of Right-of-way 50 feet wide depicted by letters A a d D registered in terms of Certificate of Registered Title No. 7424/1963 and Notarial Deed of Servitude No. 22328/1964 indicated on S.G. Diagram No. A2247/58.

3. TITELVOORWAARDES

(1) ALLE ERWE

(a) Die erwe is onderworpe aan 'n serwituut 2 meter breed vir riolerings- en ander munisipale doeleindes en ten gunste van die plaaslike bestuur 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 plaaslike bestuur : Met dien verstande dat die plaaslike bestuur van sodanige serwituut mag afsien.

(b) Geen geboue of ander strukture mag binne die voorgenoemde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 'n afstand van 2 (two) meter daarvan geplant word nie.

(c) Die plaaslike bestuur 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 goeëdunke noodsaaklik ag, tydelik te plaas op die grond wat aan die voorgenoemde serwituut grens en voorts is die plaaslike bestuur geregtig tot redelike toegang tot genoemde grond vir die voorgenoemde doel, onderworpe daaraan dat die plaaslike bestuur enige skade vergoed wat gedurende die aanleg, onderhoud of verwyderings van sodanige rioolhoofpyleidings en ander werke veroorsaak word.

(2) ALLE ERWE

(a) Bouplanne wat by die plaaslike bestuur ingedien word vir oorweging, moet maatreels aandui wat geneem sal word om moontlike skade aan geboue en strukture as gevolg van die nadelige fundamente toestande, te beperk. Hierdie maatreels moet in ooreenstemming wees met die aanbeveling vervat in the Geotegniese verslag van die dorp, tensy bewys kan word dat sodanige maatreels onnodig is of dat dieselfde doel op ander meer effektiewe wyse bereik kan word.

LOCAL AUTHORITY NOTICE 598**LOCAL AUTHORITY NOTICE 246 OF 2015
SANDTON TOWN PLANNING SCHEME, 1980: AMENDMENT SCHEME 02-8363**

The City of Johannesburg, hereby declares that it has approved an amendment scheme, being an amendment of the Sandton Town Planning Scheme, 1980, comprising the same land as included in the township of Paulshof Extension 89, in terms of the provisions of Section 125 of the Town Planning and Townships Ordinance, 1986 (Ordinance 15 of 1986).

Map 3 and scheme clauses of the amendment scheme are filed with the Deputy Director-General, Gauteng Provincial Government: Department Housing and Local Government, Marshalltown and the Executive Director: Development Planning, 8th Floor, A-Block, Metropolitan Centre, Braamfontein and are open for inspection at all reasonable times.

This amendment is known as the Johannesburg Amendment Scheme 02-8363.

**EXECUTIVE DIRECTOR : DEVELOPMENT PLANNING
CITY OF JOHANNESBURG**

PLAASLIKE BESTUURSKENNISGEWING 598**PLAASLIKE BESTUURSKENNISGEWING 246 VAN 2015
SANDTON DORPSBEPLANNINGSKEMA, 1980: WYSIGINGSKEMA 02-8363**

Johannesburg Stad, verklaar hierby ingevolge die bepalings van Artikel 125 van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986) dat hy 'n wysigingskema synde 'n wysiging van die Sandton Dorpsbeplanningskema, 1980, wat uit die selfde grond as die dorp Oakdene Uitbreiding 13 bestaan, goedgekeur het.

Kaart 3 en skemaklousules van die wysigingskema word in bewaring gehou deur die Adjunk-Direkteur Generaal, Departement Behuising en Plaaslike Regering, Marshalltown en is by die Assistent Direkteur : Ontwikkelingsbeplanning, Kamer 8100, 8 ste Verdieping, A-Blok,

Hierdie wysiging staan bekend as Wysigingskema 02-8363.

**UITVORENDE DIREKTEUR : ONTWIKKELINGBEPLANNING
STAD VAN JOHANNESBURG**

IMPORTANT Reminder from Government Printing Works

Dear Valued Customers,

As part of our preparation for eGazette Go Live on 9 March 2015, we will be suspending the following existing email addresses and fax numbers from **Friday, 6 February**.

Discontinued Email addresses	Discontinued Fax numbers
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ProvincialGazetteGauteng@gpw.gov.za	+27 12 334 5841
ProvincialGazetteECLPMPNW@gpw.gov.za	+27 12 334 5839
ProvincialGazetteNCKZN@gpw.gov.za	+27 12 334 5837
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Notice requests not received in this mailbox, will **NOT** be processed.

Please **DO NOT** submit notice requests directly to your contact person's private email address at GPW – Notice requests received in this manner will also **NOT** be processed.

GPW does not accept responsibility for notice requests submitted through the discontinued channels as well as for the quality and accuracy of information, or incorrectly captured information and will not amend information supplied.

Thank you!

For any queries, please contact the eGazette Contact Centre.



info.egazette@gpw.gov.za (only for queries).

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