

Ref: PYP/W1/07/05/02/19455

Mr Paul Scherzer  
EAP  
Acer (Africa) Environmental Management Consultants  
PO Box 503  
**MTUNZINI**  
3867

Dear Mr Scherzer

**PROPOSED ISUNDU 765/400KV SUB-STATION AND TURN-IN TRANSMISSION LINES  
(DEA EIA REF: 14/12/16/3/3/2/745; 12/12/20/1397/AM2)**

The Background Information Document with reference DEA EIA 14/12/16/3/3/2/745; 12/12/20/1397/AM2 dated 07 November 2014 has reference.

Transnet Pipelines (ex-Petronet), a division of Transnet SOC Limited, has no objection in principle to the proposed construction of the Isundu 765/400KV sub-station with turn-in transmission lines crossing the Ø323,8mm and Ø406,4mm and Ø609,6mm pipelines within Transnet's 6,1m and 6m and 6m wide pipeline servitudes respectively as indicated on your Cadastral (Study Area) Maps, subject to compliance to our standard crossing conditions and requirements (attached).

The proposed sub-station site does not affect our pipelines, however the turn-in transmission lines may cross our pipelines. We have attached Google Maps depicting our pipelines in close proximity to the preferred site in the Ashburton area, Pietermaritzburg.

This authority is valid for 18 months from the date of this letter. If this proposal is not actioned within the specified time frame, an extension of time must be requested 2 months before the validity period expires.

**CONDITIONS**

Prior to commencement of the work it is required that a representative of Transnet Pipelines be present to indicate the position of the pipeline and to undertake any work on Transnet's pipeline that may be necessary. In this connection our **Servitude Supervisor, Mr Pieter Venter must be contacted at (031) 361 4523 or 083 284 0962 at least 14 days** before the date on which you wish to commence the work in the vicinity of the pipeline.

A division of  
**Transnet SOC Ltd**  
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1990/000900/30

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**Directors:** ME Mkwanazi (Chairperson) B Molefe\* (Group Chief Executive) MA Fanucchi Y Forbes HD Gazendam NP Mnxasana N Moola IM Sharma IB Skosana  
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\*Executive

www.transnet.net

Group Company Secretary: ANC Ceba

Arrangements will also be made to visit the site periodically whilst the work is in progress. Should the work be undertaken without Transnet Pipelines' representative being contacted as mentioned above, Transnet Pipelines reserves the right to request that you expose the pipeline at your cost in order that an examination can be made for possible damage.

The attached standard crossing conditions and requirements for overhead cables must be complied with.

Heavy plant or mechanical driven equipment (for example, excavator) shall not be used in the pipeline servitudes. All excavations must be done by hand. Hand-held compactors shall be used in the servitude area.

An Excavation Permit shall be issued by Transnet Pipelines' Servitude Supervisor to the competent person of the applicant's Contractor, should excavation work be required within or in close proximity of Transnet Pipelines' servitudes.

It is imperative that our representative must be contacted before work commencement to determine our pipeline levels and also assist you with our pipeline related information. It is also important that our representative must witness and approve all the crossings/works. Please be informed that in the event of damage of our pipeline/s, repair costs will be to your account.

On completion of the work you are required to return a copy of this letter to our office, duly endorsed and signed by your site representative as well as Transnet Pipelines' representative that the work was satisfactorily completed and conditions adhered to.

Yours Sincerely



**Thami Hadebe (Mr)**  
**Servitude Management**  
**Date:** 10-11-2014

**SIGNATURE**

**DATE**

**APPLICANT** :.....

.....

**SERVITUDE SUPERVISOR** :.....

.....

## **TRANSNET PIPELINES STANDARD CROSSING CONDITIONS AND REQUIREMENTS FOR OVERHEAD CABLES**

1. No foundations or structures shall be erected on, over or across the pipeline servitude/s, nor shall any stays etc. be anchored inside the pipeline servitude/s. It is, however, preferred that these structures should not be erected within 15m – 30m from the pipeline/s.
2. In the interest of safety it is recommended that distinctive markers, clearly visible from both directions shall be provided for cables and towers higher than 20 metres so that a pilot will readily see the power line during aerial inspections.
3. Any earth conductor between structures shall be insulated from the conductor carrying structures for a distance of at least 800m on either side of the pipeline/s measured perpendicular to its axis/their axes. The conductor may be "spark-gapped" at the structures if required.
4. Where high voltage transmission lines of 88 kV and higher cross and/or run parallel in close proximity to Transnet Pipelines, tests must be done to measure the magnitude of AC and DC interference on the pipelines. AC and DC voltage recordings must be done on the pipelines before construction work begins to obtain a footprint of the voltage levels on the pipe. Tests are to be conducted by a Consultant approved by Transnet Pipelines.
5. Once the line has been energized, the approved Consultant will undertake AC and DC recordings of the pipeline to ascertain if there is any interference on the pipeline. Should it be found that the AC/DC potentials fall outside the laid down parameters of less than 15V AC, as reflected in the NACE Standard RP0177-2000 and ISO 15589-1, the Consultant will perform AC mitigation modelling to determine what measures need to be implemented by the applicant.
6. On completion of the installation further tests will be done to ascertain whether the requirements have been fully met. If the installation does not meet the requirements further investigations and remedial action is to be undertaken. All costs relating to the testing and implementation of the AC mitigation equipment, is at the Applicants expense. These requirements are in addition to any other Transnet Pipelines requirements and do not replace any other requirements.
7. Should authorisation be granted that work may proceed, Transnet's representative must be contacted prior to any work being undertaken within Transnet's pipeline servitude/s. Details of contact person will be furnished when application is made to carry out work.
8. Transnet shall not be liable for any damage, including consequential loss or damage whether direct or indirect which might be caused to the applicant's service during normal operations, routine maintenance and repairs to the pipeline/s.
9. (a) The APPLICANT shall and hereby does indemnify TRANSNET against -
  - (i) any damage to TRANSNET'S own property, whether movable or immovable, including any consequential damage directly flowing from physical damage to any such property;
  - (ii) liability in respect of any damage to the property, whether movable or immovable of the APPLICANT or third parties;
  - (iii) liability in respect of the death of or injury to any employees of TRANSNET or the APPLICANT or any third party;
  - (iv) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of any of the foregoing;

whenever such damage, injury or death is due to or arises out of the construction, installation or existence of the WORKS or any portion thereof, or the use thereof by the APPLICANT, provided that

the APPLICANT shall incur no liability for any damage, injury or death which is due to wilful misconduct or gross negligence on the part of Transnet or any of its employees.

- (b) TRANSNET shall notify the APPLICANT forthwith of the occurrence of any damage or the receipt of any claim or damage for or against which the APPLICANT is prima facie liable to indemnify Transnet in terms of paragraph (a) of this clause and shall, in respect of such claim or demand abide by the directions of the APPLICANT as to whether and on what terms it shall be settled, compromised or contested, it being understood and agreed that whatever action may be taken by Transnet pursuant to such directions of the APPLICANT shall be at the APPLICANTS risk and expense.