



Ref: PYP/W1/07/05/02/43180

Ms Salona Reddy
 Acer (Africa) Environmental Consultants
 PO Box 503
MTUNZINI
 3867

Dear Ms Reddy

ROW APPLICATION FOR THE PROPOSED CAPACITY UPGRADES TO THE N3 FROM THE CATO RIDGE INTERCHANGE (19.4KM) TO LYNNFIELD PARK (30.6KM), ETHEKWINI OUTER WEST AND MKHAMBATHINI LOCAL MUNICIPALITIES

Your Background Information Document dated 12 March 2019 has reference.

Transnet Pipelines, a division of Transnet SOC Limited, has no objection in principle to the proposed N3 capacity upgrades crossing and running parallel to the Ø609,6mm pipeline servitudes across Road R603, Road R103 and the N3 Freeway between Cato Ridge Interchange and Lynnfield Park Interchange in Cato Ridge & Lynnfield Park, Pietermaritzburg as indicated on your Cato Ridge & Lynnfield Park Locality and Site/Project Layout Plans, subject to compliance with our standard crossing conditions and requirements (attached). A culvert box is the most preferable type of protection that must be considered in the event the existing protection does not accommodate the proposed capacity upgrades.

This authority is valid for thirty six (36) months from the date of this letter. If this proposal has not been actioned within the specified period, 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(s) and to undertake any work on Transnet's pipeline(s) that may be necessary. In this connection our **Servitude Supervisor, Mr Judith Maluleka must be contacted at (031) 361 4510 or 083 446 0535 at least 14 days** before the date on which you wish to commence the work in the vicinity of the pipeline.

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.

A division of	202 Anton Lembede (Smith) Street	P.O. Box 3113
Transnet SOC Ltd	Durban	Durban, South Africa, 4000
Registration Number	4001	T +27 31 361 1301
1990/000900/30		F +27 31 361 1314

Directors: Dr PS Molefe (Chairperson) TC Morwe* (Acting Group Chief Executive) UN Fikelepi RJ Ganda Prof EC Kieswetter ME Letlape DC Matshoga Adv OM Motaung Dr FS Mufamadi AP Ramabulana GT Ramphaka LL von Zeuner MS Mahomed* (Acting Chief Financial Officer)
 *Executive

Group Company Secretary: NE Khumalo

The attached standard crossing conditions and requirements for underground services, surface improvements, fencing/boundary walls and blasting conditions must be complied with.

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.

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.

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:

SIGNATURE

DATE

APPLICANT:

.....

SERVITUDE SUPERVISOR:

.....



**TRANSNET PIPELINES STANDARD CROSSING CONDITIONS AND
REQUIREMENTS FOR SURFACE IMPROVEMENTS
(DRIVEWAYS, PAVING, PARKING AREAS)**

1. No cover is to be removed nor more than 2m added over the pipeline servitude/servitudes. Cover over the top of the pipeline/s shall not be less than 1 metre.
2. No permanent structures other than the proposed driveway/paving/ parking area shall be constructed across or within the servitude/s area.
3. **NO BLASTING IS ALLOWED WITHIN THE PIPELINE SERVITUDE.** Application to carry out blasting within 500m of the pipeline must be made to this office in writing in terms of paragraph 17.1 chapter 10 of the regulations embodied in the Explosives Act and Regulations (Act 26 of 1956) as amended.
4. No mechanical driven equipment may be used within the area of the pipeline servitude/s unless otherwise authorised by this office.
5. Should authorisation be granted that work may proceed, Transnet Pipelines' representative must be contacted prior to any work being undertaken within Transnet's pipeline servitude/servitudes. Details of contact person will be furnished when application is made to carry out work.
6. 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.
7. (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 WORK 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 of 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.

ANY UNAUTHORISED ACTIVITIES WITHIN THE PIPELINE SERVITUDE IS STRICTLY PROHIBITED. APPLICATION TO CARRY OUT ANY WORK WHATSOEVER, WITHIN A TRANSNET PIPELINE SERVITUDE, MUST BE MADE, TOGETHER WITH DETAILED PLANS IN TRIPLICATE, TO

Servitude Manager
Transnet Pipelines
P O Box 3113
Durban
4000



***Transnet Pipelines Standard Crossing Conditions and Requirements
For Underground Services (Cables, Pipes, etc.)***

1. The service/s shall cross below the pipeline/s with a minimum clearance of 500mm. This level must be maintained for a minimum distance of 3m on either side of the centre line of the pipeline/outmost pipelines.
2. Where the service/s run/s parallel to the pipeline/s it/they shall not encroach upon Transnet's pipeline servitude/s.
3. No manholes or any other permanent structure shall be erected within the pipeline servitude/s.
4. It is preferred that no joints in a service shall be situated within the pipeline servitude/s. Should this, however, not be possible the joints shall be placed such that they are equidistant from the centre line of the pipeline/outmost pipelines.
5. NO BLASTING IS ALLOWED WITHIN A PIPELINE SERVITUDE. Application to carry out blasting within 500m of a pipeline must be made to this office in writing in terms of paragraph 17.1, chapter 10 of the regulations embodied in the Explosives Act and Regulations (Act 26 of 1956) as amended.
6. Excavation and backfilling within the area of the pipeline servitude/s shall be undertaken by and at the applicant's cost. Such work must be undertaken by hand without the use of mechanical or power equipment.

All excavation work to be carried out within Transnet's pipeline servitude/s will comply with the OHS Act (Act 85 of 1993) and SABS 1200 D : Earthworks specification.

7. In backfilling the excavation the applicant shall provide a minimum of 150mm of selected soft padding around the pipeline/s where it/they was/were exposed. The padding must be properly compacted, in layers, by hand.

This padding sand must meet with the approval of Transnet's representative on site. It must have a pH value of 5,5 or higher and texture which will not cake when drying out. The diameter of the largest particle of sand must not be greater than 1,5mm.

Examples of padding sand which have been used in the past, amongst others, include the following:

- i) plaster sand
- ii) washed Umgeni River sand
- iii) suitably leached mine sand

It should, however, be noted that crusher dust is not acceptable
No backfilling may be carried out unless authorised by Transnet's representative.

8. The pipeline/s shall not be left exposed unnecessarily.
9. All fragile services such as PVC pipes, earthenware, pitch fibre pipes and cables laid within the pipeline servitude/s shall be protected with concrete or similar protective slabs laid over them for a distance of 3m on either side of the centre line of the pipeline/outmost pipelines.
10. In the interest of safety to the applicants service it is recommended that the route of his service at the point/s of crossing be indicated by 6 metres of hazard tape being placed 600 mm below the ground and/or that the actual point/s of crossing be indicated by 3 (three) permanent and clearly visible markers. These markers should be provided and maintained by and at the applicants' cost.
11. All steel pipes and cables crossing the pipeline/s shall be suitably wrapped or sheathed with an acceptable anti-electrolysis insulating covering for the full width of the pipeline servitude/s.

It is, however, recommended that in your own interest this protection be extended for a minimum distance of 30m on either side of Transnet's pipeline/s measured perpendicular to its axis/their axes.

All steel pipes 100mm diameter or larger must have cross bonding facilities installed. This means that the applicant will supply a test point connected to their pipe and a minimum of two red PVC insulated flexible test leads of 35mm² between the applicants test point and Transnet Pipelines test point.

Where pipelines run parallel to one another with a separation distance of 50m and less (refer to clause 2), test points will be installed where the pipelines converge and diverge. If the pipelines run parallel for longer distances, a cross bond test point will be installed every 500m.

This is to enable independent the monitoring of possible electrolytic interaction between pipeline/s.

All costs incurred will be to the applicant's account. Where applicable, quotations will be furnished on request.

13. 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.
14. 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.
15. 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 the 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 APPLICANT's risk and expense.
16. These conditions only apply to construction of the applicant's service across Transnet's pipeline servitude/s and do not grant you the right to do any excavations in future for repair or maintenance purposes. Should such future excavations within the servitude area/s be necessary permission will have to be requested timeously from this office. In cases of emergency, this office or Transnet's representative as mentioned above, may be contacted telephonically for such permission.



TRANSNET PIPELINES STANDARD CROSSING CONDITIONS AND REQUIREMENTS FOR FENCING/BOUNDARY WALLS

1. No posts/foundations shall be placed directly on top of the pipeline/s. Ideally, such posts/foundations shall be placed on either side of the underground pipeline/s in order that the centre of the line/s of the pipeline/s shall, after construction be located centrally between the posts/foundations.
2. The depth of the posts/foundations shall not exceed 450mm.
3. No mechanical driven equipment may be used within the area of the pipeline servitude/s unless otherwise authorised by this office.
4. **NO BLASTING IS ALLOWED WITHIN THE PIPELINE SERVITUDE.** Application to carry out blasting within 500m of the pipeline must be made to this office in writing in terms of paragraph 17.1 chapter 10 of the regulations embodied in the Explosives Act and Regulations (Act 26 of 1956) as amended.
5. Should authorisation be granted that work may proceed, Transnet Pipelines' 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.
6. 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.
7. (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.

ANY UNAUTHORISED ACTIVITIES WITHIN THE PIPELINE SERVITUDE IS STRICTLY PROHIBITED. APPLICATION TO CARRY OUT ANY WORK WHATSOEVER, WITHIN A TRANSNET PIPELINE SERVITUDE, MUST BE MADE, TOGETHER WITH DETAILED PLANS IN TRIPLICATE, TO:-
Servitude Manager



BLASTING CONDITIONS

1. It is **imperative** that a representative of Transnet Pipelines be present when blasting is being undertaken within 500 metres of the pipeline.

In this connection our **Servitude Supervisor, Ms Judith Maluleka** [Telephone number **(031) 361 4510 or 083 446 0535**] must be contacted at least 14 (fourteen) days prior to the date on which you wish to commence blasting in order that a mutually acceptable date and time can be arranged.

2. Blasting within a pipeline servitude is prohibited.
3. The peak particle velocity (PPV) of the ground vibration at the pipeline set-up by any blast **shall not exceed 25 mm/sec.**
4. The frequency of the ground vibration set-up by any blast shall not be less than 20 Hertz at the pipeline.
5. You shall at own cost be responsible for monitoring and recording the ground vibrations set-up by each blast with the use of a vibro-recorder, calibrated by a recognised authority. All records must immediately on completion of each blast be handed to Transnet Pipelines' representative, on site.
 - (a) All recordings must be Triaxial. (Vector sum, or resultant of the vibrations in all three planes: Vertical, Horizontal and Tangential.)
 - (b) All recordings must be witnessed and signed by a representative of Petronet and shall include the following information:

NAME AND PERMIT NUMBER OF BLASTER
 PURPOSE OF BLASTING
 PLACE
 DATE
 CHARGE MASS PER DELAY
 DISTANCE
 RANGE
 SPEED
 BLASTER (OPERATOR'S) SIGNATURE
 WITNESS (PETRONET'S REPRESENTATIVE) SIGNATURE

6. Should it be necessary to arrange for an unscheduled shutdown of pipeline operations due to blasting activities, any loss of revenue, which might occur, will be to your account.
7. In the event of the laid down ground vibration parameters being exceeded or in the event of a valid recording not being made available as stipulated above, Transnet reserves the right to ascertain by whatever means, whether damage was caused by the blast to the pipeline or its protective wrapping. All costs incurred in establishing such possible resultant damage and the repair thereof will be to your account.
8. This authority to proceed shall only be valid for 6 months from the date of this letter. If it is envisaged that the blasting will commence at a later stage an extension of time must be requested timeously.