



Ref: PYP/W1/07/05/14/38076

Mr PM Thwala  
Funani Environmental Management Solutions  
PO Box 2719  
**JAMESON PARK**  
1441

Dear Mr Thwala

**PROPOSED CONSTRUCTION OF A DUAL FILLING STATION ALONG VEREENIGING ROAD (R82) WITHIN THE REMAINDER OF PORTION 36 OF THE FARM OLIFANTSVLEI 327-IQ IN THE SOUTH OF JOHANNESBURG**

Your letter dated 04 September 2017 has reference.

Transnet Pipelines (ex-Petronet), a division of Transnet SOC Limited, has no objection in principle to the proposed construction of a dual filling station adjacent to the Ø406,9mm pipeline within Transnet's 6m wide pipeline servitude along Vereeniging Road (R82) and Wisane Road at the remainder of portion 36 and 37 of the farm Olifantsvlei 327-IQ, south of Johannesburg as indicated on your Olifantsvlei 327-IQ/South Johannesburg Locality and Project/Site Layout Plans, subject to compliance to our standard crossing conditions and requirements (attached).

The proposed construction of a dual filling station will affect the status of our Ø406,4mm pipeline running along the west of R82 and sandwiched by Wisane Road. The south bound filling station will be located adjacent to our pipeline servitude. The proposal shall require a risk assessment to be conducted such that mitigation measures could be determined and implemented for the safety of our services, environment and the public at large. The risk assessment shall be conducted by an Accredited Independent Authority. Should you need more information in this regard, you may contact our Acting Servitude Manager, Mr Muzi Zulu at 083 284 5660. His e-mail address is [muzi.zulu@transnet.net](mailto:muzi.zulu@transnet.net)

This authority shall only be valid for 36 months from the date of this letter. If problems or delays are encountered, an extension of time must be requested 2 months before the validity period expires.

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

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Durban  
4001

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**Directors:** LC Mabaso (Chairperson) SI Gama\* (Group Chief Executive) Y Forbes GJ Mahlalela PEB Mathekga ZA Nagdee VM Nkonyane  
SD Shane BG Stagman GJ Pita\* (Group Chief Financial Officer)

\*Executive

Group Company Secretary: NE Khumalo

[www.transnet.net](http://www.transnet.net)

## 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 Francois Malan must be contacted at (011) 978 2687 or 083 854 1380 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.

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.

We have attached copies of our standard crossing conditions and requirements for underground services, overhead cables, fencing/boundary walls, blasting and surface improvements for your compliance.

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:** 09 September 2017

**SIGNATURE**  
**APPLICANT : .....**

**DATE**  
**.....**

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

**.....**

### **Township Development Conditions**

- (a) Transnet shall have and enjoy free and unobstructed access to the servitudes at all times for maintenance and repair purposes.
- (b) No buildings or structures shall be constructed within the servitude areas.
- (c) No cover shall be removed nor shall more than 3m be added over the servitude areas.
- (d) No heavy vehicles or power equipment for ground levelling etc. are permitted over the servitude areas unless otherwise authorised by this office.
- (e) No roads, water mains, sewers, drains or other services shall be constructed across the servitudes unless otherwise agreed to by this office. In this regard a formal written application is required by this office together with plans and sectional drawings of the proposed service to cross the servitudes in triplicate in order to establish whether additional protection of the pipeline will be necessary.
- (f) No works such as fencing or posts with deep foundations may be erected nor shall deep rooted trees or shrubs be planted in the servitude areas which are likely to damage or endanger the pipeline or the protective wrapping.
- (f) **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.
- (g) All costs for additional protection to the pipeline shall be to your account.
- (h) To ensure the pipeline is not subject to any artificial induced landslide movements , no changes to the natural ground surface configuration as by cut and fill earthworks, drainage works, etc. , related to the development shall take place on any property on which the pipeline servitude is located , or which is contiguous thereto, within close proximity to the petroleum/gas products pipeline servitude in an upslope and downslope distance therefrom , without certification of the long-term stability of such works being provided by a Geotechnical Professional person who is qualified to provide such certification.
- (i) Should you need exact depth and pipeline location or any pipeline related information, please contact **Mr Francois Malan, Servitude Supervisor at (011) 978 2687 or 083 854 1380 at least 14 days** before the date on which you wish to commence work in the vicinity of the pipelines.

***The MHI Regulation 60 of the Occupational Health and Safety Act (OHS Act 85 of 1993) states that: "..... the Local Government shall permit new property development only where there is a separation distance which will not pose a risk in terms of the risk assessment: Provided further that the local government shall prevent any development adjacent to an installation that will result in that installation being declared a major hazard installation" (Lexis Nexis 2005:24).***

***As this proposed development is likely to change/affect Petronet's MHI status, the developer is requested to conduct a risk assessment and forward it to the approving authorities to ensure that the required safety distances are identified and established.***

***The developers attention is drawn to the fact that a pipeline poses different risks to different receptors such as Hospitals, Crèches, locations where large concentrations of people gather etc. The risk posed by the pipeline can be mitigated to an extent that benefits the developer and the public at large. A risk assessment that gives a baseline risk for a pipeline with standard design features with its associated risk isopleths for the type of product conveyed in the line, and the risk subsequent to the introduction of risk mitigating measures must be requested. Any cost of risk mitigation shall be the sole responsibility of the developer.***

*It is also a requirement that the developer must be requested to make all prospective owners aware of the existence of the pipeline as it operated under high pressure. It is imperative that all Title Deeds are endorsed with details of the pipeline servitudes.*

The following information is provided to assist you with your planning:

It has been found that if a servitude is accommodated in a corridor, it invariably becomes insanitary, overgrown and clogged with rubbish. It also becomes a haven for miscreants and a definite security risk to Transnet and the adjacent property owners. It should also be noted that Transnet holds servitudinal rights only for pipeline and does not wish to hold dominion. In view of the above, a corridor is highly undesirable.

Transnet prefers that servitudes be accommodated as far as possible in open areas such as parks and sport fields in order that easy access to the pipeline can be maintained. Where that is not possible, it is preferred that the servitude be accommodated in a road reserve in such a way that the servitudes and the road reserve boundary form one line. It is however, realized that this is not always practical as essential township services are often situated in this area.

#### **SERVICE CROSSINGS OVER THE PIPELINE**

No conditions can be formulated for the service crossings until the formal application together with the finalized plans depicting the layout of the township services in detail, have been received in this office.

The following typical standard conditions and requirements for underground services, fencing/boundary walls, overhead cables and surface improvements are attached for your information, reference and compliance.

***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/outermost 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/outermost 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/outermost 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 35mm<sup>2</sup> 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 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 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 TRIPPLICATE, TO

Servitude Manager  
Transnet Pipelines  
P O Box 3113  
Durban  
4000





## **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**



## **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.