

**APPENDIX 15.2**

**COMMENTS RECEIVED IN REGARD TO ORGANISATIONS  
WITH PIPELINE SERVITUDES OVER THE SITE :**

**COMMENT FROM TRANSNET PIPELINES IN REGARD  
TO THEIR PIPELINE SERVITUDES OVER THE SITE**

**CORRESPONDENCE RECEIVED FROM UMGENI  
WATER IN REGARD TO THEIR WATER PIPELINE  
SERVITUDES OVER THE SITE**

11 August 2011

Ref: PYP/W1/07/02/02/10113

Ms Lee-Ann Hopley  
1 North Wharf Square  
Loop Street  
Foreshore  
**CAPE TOWN**  
8000

Dear Ms Hopley

**PROPOSED FUTURE DEVELOPMENT: HILLCOVE HILLS, PIETERMARITZBURG**

Your letter dated 04 August 2011 has reference.

Transnet Pipelines (ex-Petronet), being a division of Transnet SOC Limited, has no objection in principle to the proposed Hillcove Hills new development crossing the ø323,8mm and 406,4mm pipelines within Transnet's 6,1m and 6m wide pipeline servitudes respectively as indicated on your application letter, subject to Transnet's servitude rights contained in the Deed of Cession of Servitude numbers K1081/1976s, K258/1977s, K1523/1981s and K367/1983s summarised hereunder being observed.

The newly constructed NMPP pipeline would also be affected by the proposal. The NMPP Project Alliance Team would assist with the NMPP pipeline information – Mr Andy Robertshaw ([andy.robertshaw@nmppp.com](mailto:andy.robertshaw@nmppp.com)). We unfortunately do not endorse plans. We also do not dictate separation distances outside of our pipeline servitudes because we have no jurisdiction beyond them. Separation distances shall be dictated and approved by the Local Authority.

- (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.

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Directors: ME Mkwazi (Chairman) B Molefe\* (Group Chief Executive) NK Choubey\*\* MA Fanucchi Y Forbes HD Gazendam NBP Gcaba MP Malungani BD Mkwazi  
T Mnyaka N Moola MP Moyo HR Ntshingila IM Sharma IB Skosana E Tshabalala DLJ Tshepe A Singh (Acting Chief Financial Officer)  
\*Executive \*\*Indian

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

Group Company Secretary: AHC Ceba

- (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 in triplicate of the proposed service to cross the servitudes 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.
- (g) 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.
- (h) 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.
- (i) All costs for additional protection to the pipeline shall be to your account.
- (j) **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.**
- (k) Should you need the exact depth and pipeline location or any pipeline related information, please contact **Mr Pieter Venter, Servitude Supervisor at (031) 361 4523 or 083 284 0962 [for NMPP, Mr Glenn Scott (031) 361 4510 or 083 284 0965] 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 Transnet Pipelines' 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 developer's 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.

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.

It has been found that if the 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 hold servitudinal rights only for pipeline and does not wish to hold dominion. In view of the above a corridor is highly undesirable.

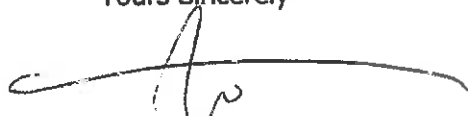
Transnet prefers that servitudes be accommodated as far as possible in open areas such as parks, sport and school fields in order that easy access to the pipeline can be maintained. Where that is not possible it is preferred that the servitude be accommodated in a road reserve in such a way that the 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. As an alternative it is recommended that the servitude be accommodated in the frontages of erven which are usually subject to a building restriction. In this instance the edge of the road reserve and the edge of the pipeline servitudes must form one line to avoid fence posts being erected directly on top of the pipeline.

Only if no other alternative is available, it is suggested that the pipeline be located in the back of erven but in such a manner that the servitudes are located wholly in one erf and not with the center line of the pipeline on the boundary of the property.

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

The following typical standard conditions and requirements for underground services, fencing/boundary walls, minor road crossings, overhead cables and surface improvements are forwarded for your information and reference. A cadastral map depicting our pipeline route is also included for your reference. Our Servitude Supervisor will assist you to locate the exact pipeline position and determine approximate pipeline depth/levels.

Yours Sincerely



**Mr M. T. HADEBE**  
**SERVITUDE MANAGEMENT**

**SIGNATURE**

**DATE**

**APPLICANT** :.....

.....

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

.....

## ***Transnet Pipelines Standard Conditions And Requirements For Minor Road Crossings***

1. The pipeline/s shall be exposed for the full width of the road reserve where the road crosses the pipeline servitude/servitudes plus 3m on either side. The pipeline shall then be examined, primed and double wrapped for this length.
2. The cover over the top of the pipeline/s shall not be less than 1m nor more than 3m unless otherwise agreed to by this office.
3. Excavation and backfilling within the area of the pipeline/s servitude/servitudes shall be undertaken by the applicant. Such excavation and backfilling shall be undertaken by hand without the use of mechanical or power equipment. The pipeline/s shall be exposed to provide a minimum clearance of 750mm between the pipeline/s and the walls and 500mm between the bottom of the pipeline/s and the floor of the trench. Where exposed the pipeline/s shall not be left unsupported for lengths greater than 10m.

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.

4. 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 Pipelines' representative on site. The pH value must not be less than 5,5. The bedding and padding material must be fine sand or fine non-cohesive soil, free from stone, gravel, lumps and which does not cake or form lumps when drying out. The P.I. (Plasticity Index) must not exceed 6. The diameter of the largest particle of sand must not be greater than 2mm. Prior to any delivery to site an independent lab test will be required of the sand to be delivered on site and any number of tests may be conducted.

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

- i) plaster sand
- ii) washed Umgeni River sand (Kwa Zulu-Natal)
- iii) suitably leached mine sand (Gauteng)

It should, however be noted that crusher dust is not acceptable.

No backfilling may be carried out unless authorised by Petronet's representative.

5. The pipeline/s shall not be left exposed unnecessarily.
6. Petronet will supply the primer and wrapping tape, and will arrange to examine, prime and double wrap the pipeline/s.
7. All costs for the crossing, including labour and material, shall be to the applicant's account and a quotation will be furnished on request.
8. **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).
9. 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.

10. 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.
11. (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; or
  - (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 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.
12. These conditions only apply to construction of your 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 be necessary permission will have to be requested timeously from this office. In cases of emergency, this office or Transnet Pipelines' representative as mentioned above, may be contacted telephonically for such permission.

**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 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.

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Transnet Pipelines  
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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 300mm. 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 Pipelines' representative on site. The pH value must not be less than 5,5. The bedding and padding material must be fine sand or fine non-cohesive soil, free from stone, gravel, lumps and which does not cake or form lumps when drying out. The P.I. (Plasticity Index) must not exceed 6. The diameter of the largest particle of sand must not be greater than 2mm. Prior to any delivery to site an independent lab test will be required of the sand to be delivered on site and any number of tests may be conducted.

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

- i) plaster sand
- ii) washed Umgeni River sand (Kwa Zulu-Natal)
- iii) suitably leached mine sand (Gauteng)

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

For steel pipes 100mm diameter or larger two flexible test leads shall be provided by you to enable the monitoring of possible electrolytic corrosion to Transnet's pipeline/s. Each test lead shall comprise of a sufficient length of red PVC insulated wire of 35mm<sup>2</sup> section soldered or brazed onto your service/s and suitably re-insulated. Transnet Pipelines shall provide two black test leads from its pipeline/s as well as a junction box. All test leads shall terminate inside this junction box. 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 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.
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 Pipelines' representative as mentioned above, may be contacted telephonically for such permission.

## **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 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 powerline during aerial inspections.
3. Any interstructure earth continuity conductor shall be insulated from the structure 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. 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.
5. 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.
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  - (iv) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of any of the foregoing;

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- (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.

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  - (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;
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**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 A 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.
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  - (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 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 A 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 TRIPPLICATE, TO:-**

**Servitude Manager  
Transnet Pipelines  
P O Box 3113  
DURBAN  
4000**

## Guy Nicolson

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**From:** Neels Brink [neels@laurusco.com]  
**Sent:** 05 March 2012 08:58 AM  
**To:** 'Alka Ramnath'  
**Cc:** 'Eric Nene'; 'Radesh Jugath'; 'Gavin Subramanian'; Guy Nicolson; Rob Kirby; Dominic Collett  
**Subject:** RE: Proposed Hilcove Development - Comments from Umgeni Water Planning  
**Attachments:** EIA - Civil Bulk Services Report Rev2 2012-02-24.pdf

Dear Alka,

1. Thanks for your email below and the contents are noted.
2. We will ensure we comply with all the conditions of the servitudes and due care will be exercised during construction.
3. Attached find the completed Civil Services report as prepared by our engineers, SSI.
4. Rob Kirby is our Town Planning consultant responsible for the PDA application and he will confirm your registration as an I&AP soonest.
5. Guy Nicolson our EAP, will also ensure you are listed in the EIA process.

Regards

*Neels Brink  
Managing Director  
Laurusco Developments (Pty) Ltd  
Tel: (031) 3373460  
Fax: (031) 3373412  
Cell: 083 255 4856  
Fax to Email: 086 586 1607*

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**From:** Alka Ramnath [mailto:[alka.ramnath@umgeni.co.za](mailto:alka.ramnath@umgeni.co.za)]  
**Sent:** Thursday, March 01, 2012 4:51 PM  
**To:** [neels@laurusco.com](mailto:neels@laurusco.com)  
**Cc:** Eric Nene; Radesh Jugath; Gavin Subramanian  
**Subject:** RE: Proposed Hilcove Development - Comments from Umgeni Water Planning

Dear Mr Brink

Please accept our sincere apologies for the delay in our response.

Firstly, thank you for sending the requested documentation to us. From a bulk water planning perspective, may you please provide us with a copy of your engineering report as we are interested in knowing how much of water will be consumed by the proposed development? This is important as we need to ensure that the bulk water infrastructure has capacity for the development.

In terms of your request with reference to Umgeni Water's servitudes, as shown on your layout and the attached map, Umgeni Water has a servitude for the '53 Pipeline (shown in blue on the attached map) and a servitude for the Proposed Northern Feeder Pipeline (shown in orange on the attached map). Please note that the '53 Pipeline has been in the ground for 53 years and that any construction activities that impinge on Umgeni Water's servitude could cause unnecessary damage to the pipeline and surrounding environment. The pipeline carries in the order of 45Ml/day and an induced burst on the pipeline could cause significant environmental damage to the local area.

Please also note that Umgeni Water is currently investigating an option to augment the water supply to the Umlaas Road Reservoir and that the proposed pipeline route may occur on the proposed development footprint. However, this study is in the early stage.

Umgeni Water has no objection to this development application on condition that the **proposed development does not encroach into Umgeni Water's servitudes.**



I look forward to receiving a copy of your engineering report. May you please send me a copy of your final EIA report when it becomes available and may you please include me as one of the stakeholders when you submit the PDA application?

If you have any queries/comments, please do not hesitate to contact us.

Thank you.

Regards,  
Alka

**Alka Ramnath**  
**Planner**  
**BScHons (Natal) MTRP (UKZN) MSAPI**

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**Planning Services**  
**Umgeni Water**  
**P.O. Box 9, Pietermaritzburg, 3200, KwaZulu-Natal, South Africa**  
**Tel: 033 341 1115 Fax: 033 341 1218 Cell: 083 303 4548**  
**Email: [alka.ramnath@umgeni.co.za](mailto:alka.ramnath@umgeni.co.za)**  
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**The Proposed Hilcove Hills Development**

'53 Pipeline

Registered Servitude  
for Proposed  
Northern Feeder Pipeline

Erf 10119 Pietermaritzburg

**Legend**

- '53 Pipeline (UW)
- Proposed Northern Feeder Registered Servitude (UW)
- Erf 10119 Pietermaritzburg

Original Scale at 1 : 20 000 on A4ly Shp  
1000 m  
500 0 500

