

GAS SERVICE EASEMENTS

HOW-TO GUIDE

You Need an Easement For:

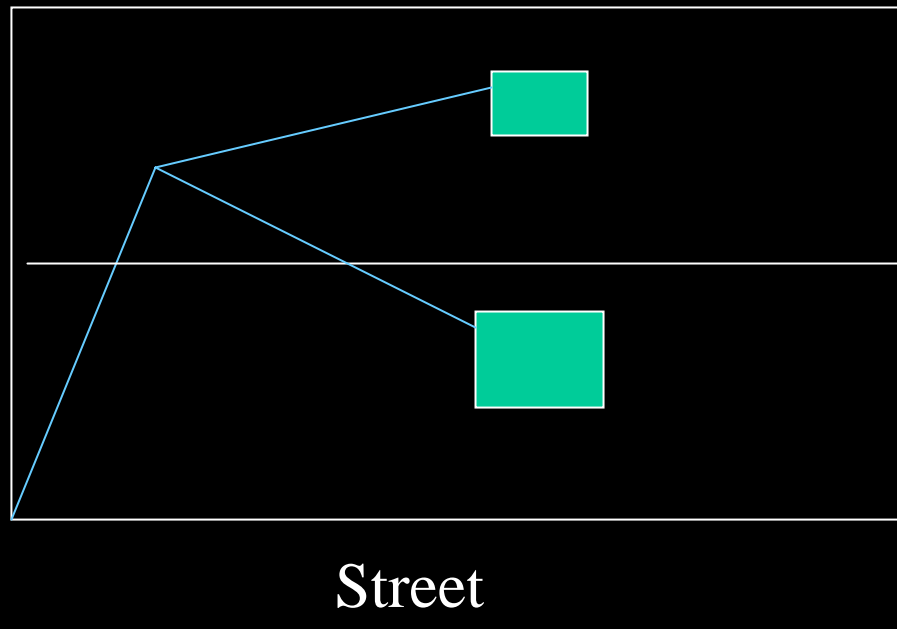
- Buried Underground Developments
- Service of 200 Feet or More on the Property Being Served
- Service Across Another's Property
- Any PSE&G Facility on Private Property

You Don't Need an Easement When:

- Service is Under 200 Feet on the Property Being Served
- Facilities are Located in the Public Right of Way (Consent of Owner Needed)

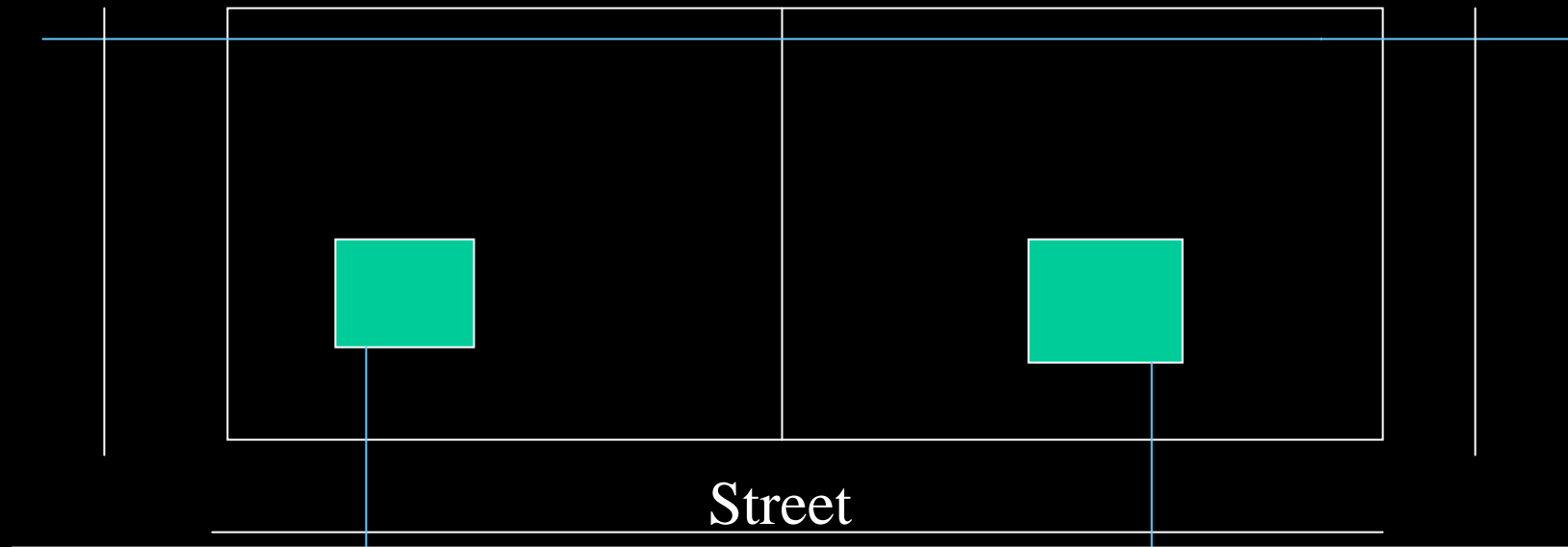
Examples of When You Need Easements:

Pipes or facilities on private property servicing another property



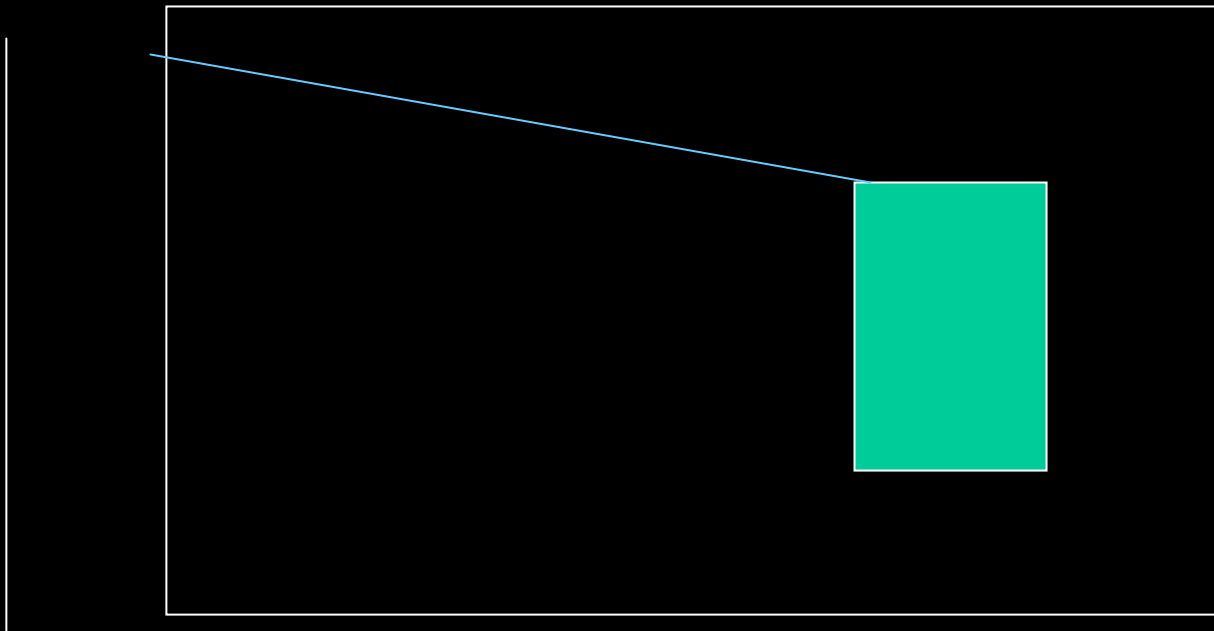
Examples of When You Need Easements . . . Continued:

Pipes or facilities on private property that do not serve that property



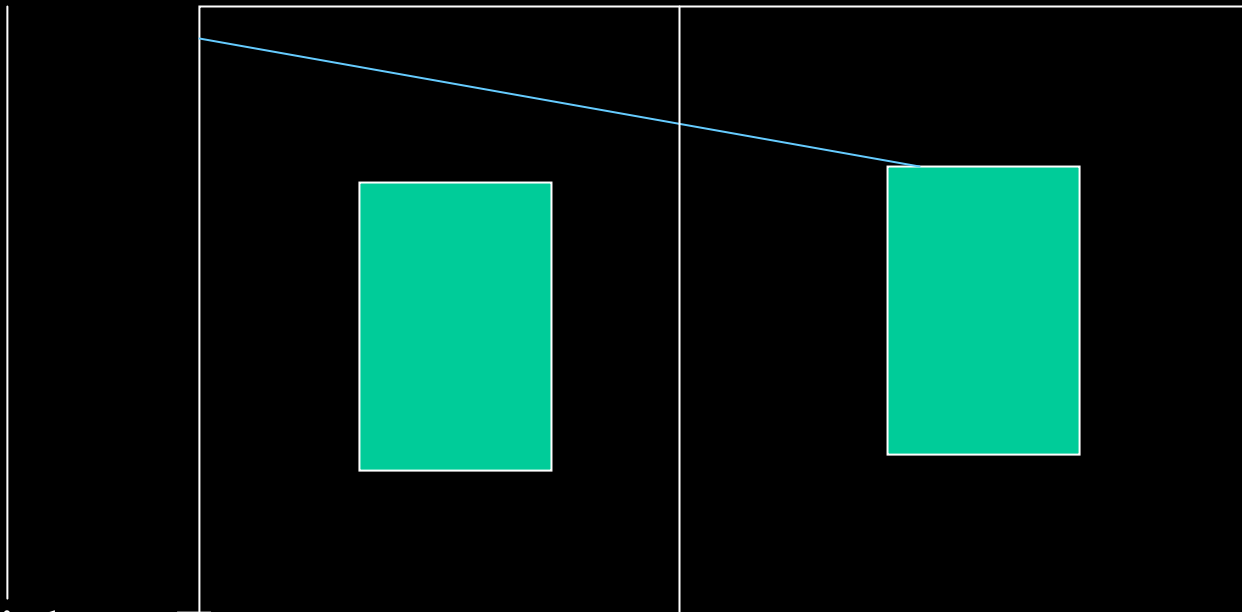
Examples of When You Need Easements . . . Continued:

Property is served from street with a long service line



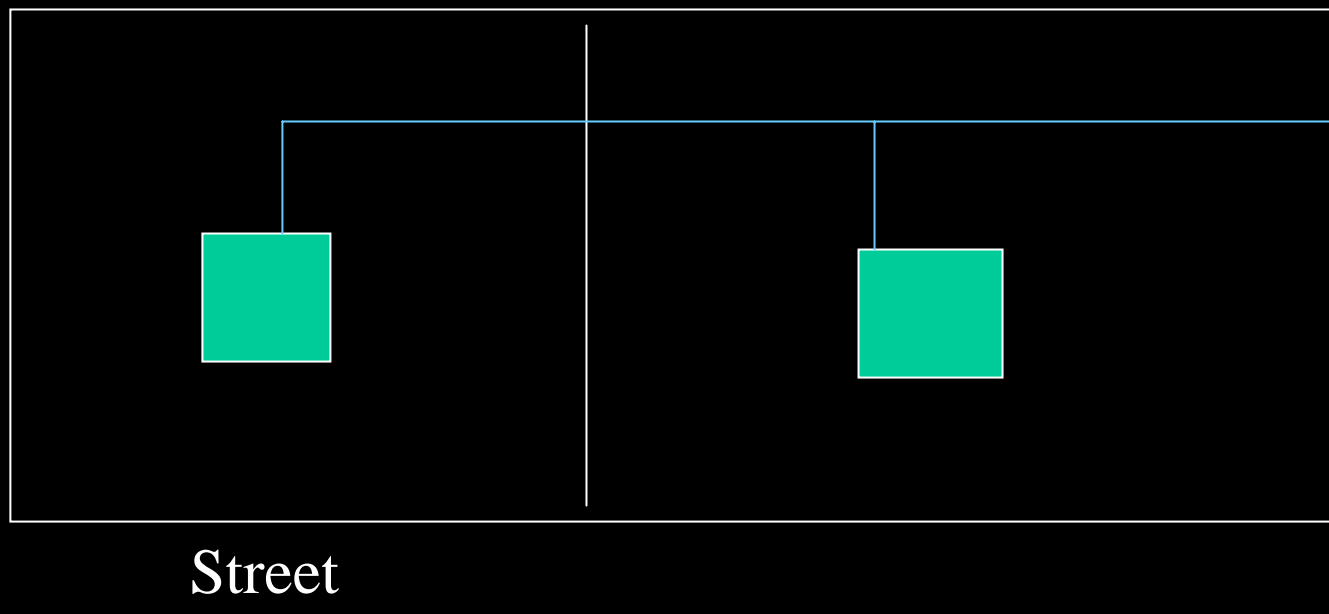
Examples of When You Need Easements . . .Continued:

Property is Subdivided and a new house is installed. Now PSE&G no longer has the right to keep the service line in this location.



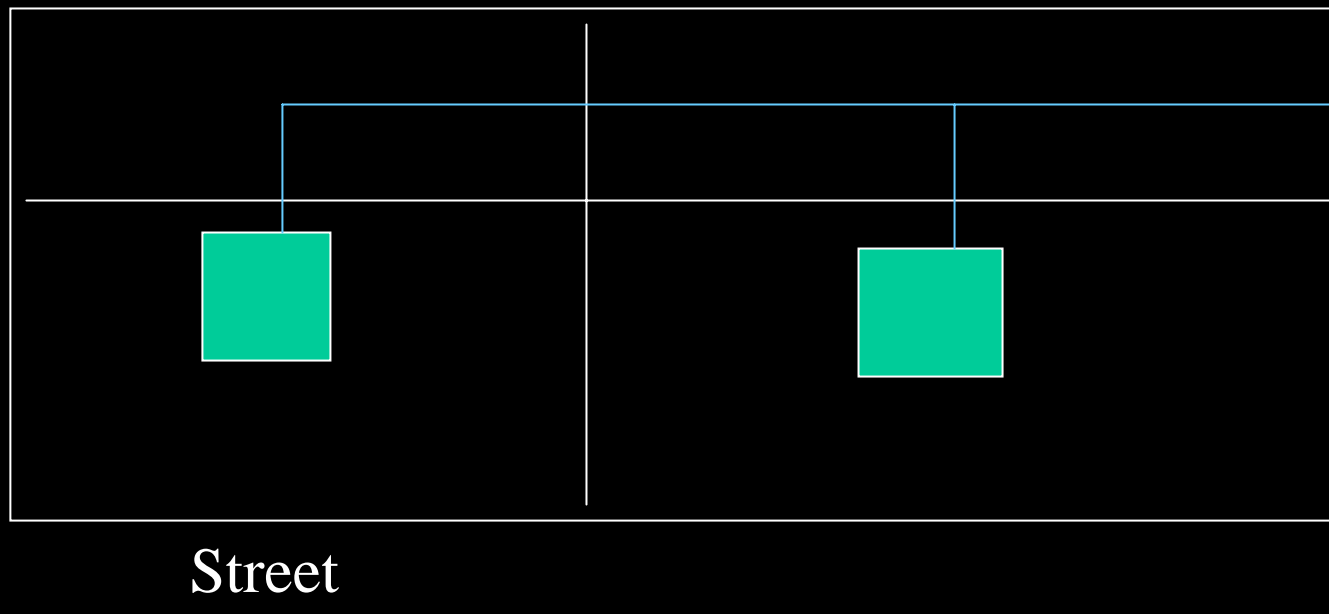
Examples of When You Need Easements . . . Continued:

Homes are fed through backyard service



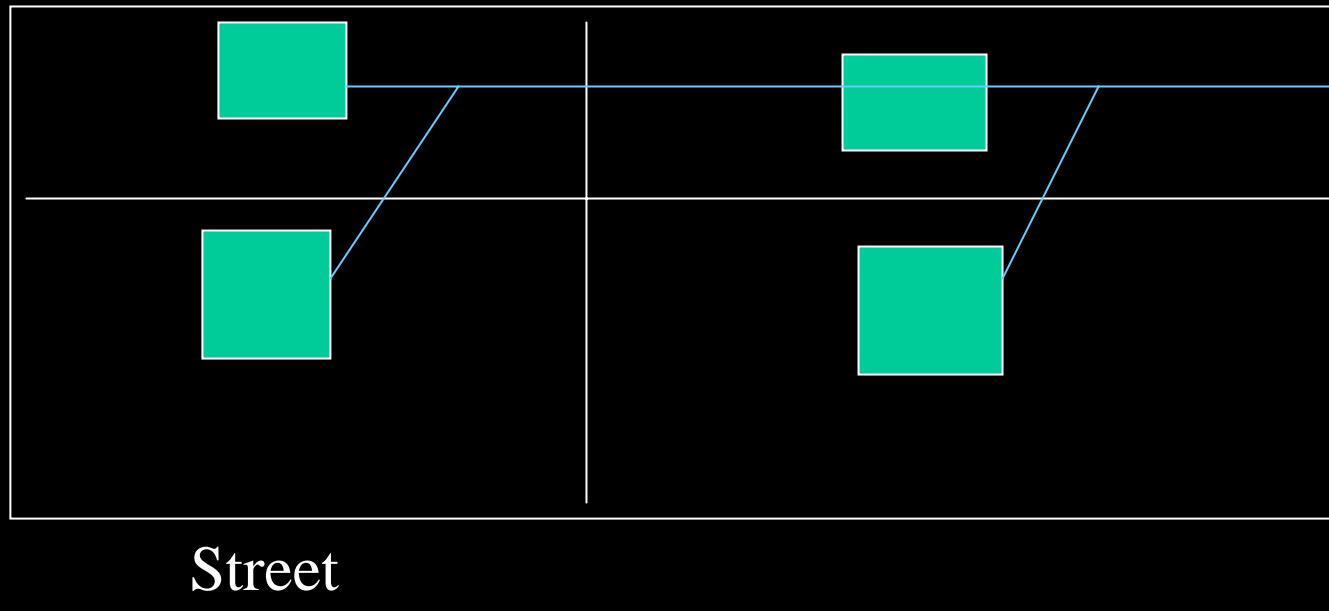
Examples of When You Need Easements . . . Continued:

Properties are Subdivided



Examples of When You Need Easements . . . Continued:

Homes are being constructed and PSE&G must remove pipes or facilities





Examples Where PSE&G Had to



Relocate Facilities:



- PSE&G installed gas and electric in streets prior to dedication as public streets – land owners never dedicated the street to the public and built a structure over the facilities – although an engineering solution was found, PSE&G will have to pay more for maintenance
- PSE&G installed gas line across two properties to service a property in the back - the front landowner wanted gas line removed and PSE&G had to relocate at its own cost and expense

Procedures for Obtaining Easements:

- Determine if Easement is Necessary
- If Necessary, Send Information Request Letter



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Information Request Letter

Information Request Letter

[Date]

RE: [EB# No.]

[Name
Address
City, State Zip]

RE: [NAME OF DEVELOPMENT/OWNER
PROPERTY ADDRESS
CITY, COUNTY, STATE]

Dear [Name]:

We have been requested to supply utility service to the above-referenced property. We will require information from you so that we can prepare the documents that must be signed prior to installing the utility service.

Please type or print the information on the attached form and return the extra copy of this letter with the form attached to me in the self-addressed envelope provided for your convenience. When returning this information, please attach a copy of the Deed under which you purchased the property. In addition, if this is a new development or subdivision, we will need a copy of the subdivision map showing the new block and lot numbers as well as the street address for each lot.

Should you have any questions, please feel free to contact me.

Sincerely,

[Your Name
Your Title
Your Department]

Please direct telephone inquiries to:
[Your Name
Your Telephone Number]

6

INFORMATION NEEDED FOR GAS DISTRIBUTION EASEMENT

SUBJECT PROPERTY INFORMATION:

1. Owner is to provide a copy of the deed.
2. Municipality: _____
3. Block(s): _____ Lot(s): _____
4. Property Address: _____

INDIVIDUAL INFORMATION (If Individual Owns Property):

1. Owner of Land: _____
2. Owner's Address: _____
3. Contact Name: _____ Phone No.: _____
4. Who will Witness the Easement Document?: _____

PARTNERSHIP INFORMATION (If Partnership Owns Property):

1. Partnership Name: _____
2. State Where Partnership was Created: _____
3. Partnership Address: _____
4. Contact Name: _____ Phone No.: _____
5. Name & Title of Person Signing Easement: _____
6. Name & Title of Person Witnessing Easement: _____

LLC AND CORPORATION INFORMATION (If Corporation or Limited Liability Company Owns Property):

1. Corporation/LLC Name: _____
2. State Where Corporation/LLC was Created: _____
3. Corporation Address: _____
4. Contact Name: _____ Phone No.: _____
5. Name & Title of Person Signing Easement: _____
6. Name & Title of Person Attesting Easement: _____

7

David Richter, Esq.

PSEG 2005



Procedures for Obtaining Easements:

- Determine which Easement to Use
 - Husband and Wife? Type of Facilities?
 - Corporation? Type of Facilities?
 - Partnership? Type of Facilities?
- Prepare a Drawing to Attach to the Easement
 - On New Construction, Have Customer's Surveyor Prepare the Drawing
- Get the Easement Signed by the Property Owner

Obtaining Easements

Determining Which Easement to Use:

- Review information request letter and determine who owns the property.
- If Husband and wife or individual have them sign the following easement.
- Make sure you have the correct easement for your facilities; i.e. gas, private manhole, etc.



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Husband & Wife Or Individual

Individual Grant of Easement

RECORD & RETURN TO: Prepared by: _____
Corporate Properties [Your Name]
PSEG Services Corporation
80 Park Plaza
Newark, NJ 07102

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__ between **LANDOWNER, HUSBAND AND WIFE, OR INDIVIDUAL(S)**, residing at [ADDRESS], (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of _____, County of _____ and State of New Jersey, commonly known as Block _____, Lot _____ (the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service therein and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW, THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon, over and across the heretofore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, recabling, removing and perpetually operating and maintaining mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas, together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area and the facilities to be installed therein are more particularly shown on Drawing No. _____ attached hereto and made a part hereof.

David Richter, Esq.

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2. Grantor does further grant and convey to Grantee the right, privileges and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said Facilities within the easement area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities.

3. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that no buildings or structures shall be erected over or within ten (10) feet of said Facilities of Grantee.

4. Grantor shall have the right to allow other utilities to use the said easement area for any purpose that does not in any way interfere with the accessibility and safe operation of said Facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the easement area does not include the right to allow other utilities to use the Facilities that Grantee has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee with this easement.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

6. If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties herein, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

7. Grantor covenants to warrant generally the rights above granted, will execute such further assurances of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

8. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, trustee or agent of Grantee.



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9. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

10. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this instrument shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

GRANTOR (owner of land/husband):

By: _____

GRANTOR (co-owner of land/wife):

By: _____



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Corporate Easement

Corporation Grant of Easement

RECORD & RETURN TO: Prepared by: _____
 Corporate Properties [Your Name]
 PSEG Services Corporation
 80 Park Plaza
 Newark, New Jersey 07102

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__ between [CORPORATION THAT OWNS LAND], with an office at _____ (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of _____, County of _____ and State of New Jersey, commonly known as Block _____, Lot _____ (hereinafter the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon, over and across the heretofore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas, together with such free and unlimited access to, egress and ingress in, from and over all parts of said easement area, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area



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arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee.

9. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

10. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

ATTEST: GRANTOR (Corporation):

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of _____, personally appeared [name of person who signed] who, I am satisfied, is [Title] of [Corporation Name], the corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(e), is less than \$100.00.

Notary



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Partnership Easement

Partnership Grant of Easement

RECORD & RETURN TO:
Corporate Properties
PSEG Services Corporation
80 Park Plaza
Newark, New Jersey 07102

Prepared by: _____
[Your Name]

GRANT OF EASEMENT

TITLE INDENTURE, made this ____ day of _____, 20 __, between **[PARTNERSHIP]**, with an office at _____, (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of _____, County of _____ and State of New Jersey, commonly known as Block _____, Lot _____ (hereinafter the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereon and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon, over and across the hereinbefore described lands of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, retubing, removing and perpetually operating, maintaining mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantor may, at its exclusive discretion and safe judgment, deem necessary or proper for the transmission and distribution of gas, together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area



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arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invoice or agent of Grantee.

9. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

10. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

ATTEST:

GRANTOR (Partnership Name):

By: _____
Name:
Title:

By: _____
Name:
Title: General Manager or
..... Managing Partner

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a Notary Public of the State of _____, personally appeared name of person who signs who, I am satisfied, is General Manager or Managing Partner of Partnership Name, the partnership or limited partnership named in and which executed the foregoing instrument and is the person who signed said instrument as such general manager or managing partner for and on behalf of said partnership or limited partnership as the voluntary act and deed of partnership or limited partnership. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is less than \$100.00.

Notary

Easement if Facilities are Relocated:

- If you are relocating an existing line, you need to get a new easement for the new location.
- You will also need to quitclaim the existing easement.
- The following form will help you do both at the same time.



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Relocation Easement

Individual Grant of Easement for Relocation of Facilities

Record and Return to: Prepared by: _____
 PSEG Services Corporation [Your Name]
 Corporate Properties Dept.
 80 Park Plaza
 Newark, New Jersey 07102

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__ between [LANDOWNER, HUSBAND AND WIFE OR INDIVIDUALS], residing at [ADDRESS], (hereinafter called "Grantor"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee"),

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of _____, County of _____ and State of New Jersey, commonly known as Block _____, Lot _____ (hereinafter the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility service thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee; and

WHEREAS, the Grantee does agree to quitclaim the easement granted to it by [Name of Grantor of previous Easement], dated [Date of Easement] and recorded in the [Name of County], County Clerk's Office in Deed Book [Number of Book] at Page [Page Number], et. seq. (the "Existing Easement");

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of ONE (\$1.00) DOLLAR, paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon, over and across the heretofore described lands of Grantor, with full rights and privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating and maintaining mains, pipes, manholes, handholes, regulator vent poles and other fixtures, appurtenances and facilities



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(hereinafter the "Facilities") which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the transmission and distribution of gas, together with such free and unhindered access to, egress and ingress to, from and over all points of said easement area, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area and the facilities to be installed therein are more particularly shown on Drawing No. _____ attached hereto and made a part hereof.

2. Grantor, for and in consideration of this Grant of Easement, hereby remises, quitclaims, extinguishes and forever releases all of its right, title and interest in the Existing Easement.

3. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of the Facilities within the easement area. Grantee shall not be responsible for any damage to any trees or other vegetation due to the installation of the Facilities.

4. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantor agrees, however, that that no buildings or structures shall be erected over or within ten (10) feet of the Facilities of Grantee except as is currently located on the Property.

5. Grantor shall have the right to allow other utilities to use the said easement area for any purpose that does not in any way interfere with the accessibility and safe operation of the Facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the easement area does not include the right to allow other utilities to use the Facilities if or Grantee has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee in this Easement.

6. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

7. If Grantor shall, at any time after the initial installation of the Facilities, request Grantee to relocate the Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

8. Grantor covenants to warrant generally the rights above granted, will execute such further assistance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.



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9. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee.

10. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

11. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this instrument shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

GRANTOR (owner of land/husband):

By: _____

GRANTOR (co-owner of land/wife):

By: _____



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STATE OF NEW JERSEY)
): SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is the person who executed the foregoing instrument and is the person who signed said instrument as their voluntary act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is less than \$100.00.

Notary

[IF CO-OWNER OR WIFE]

STATE OF NEW JERSEY)
): SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is the person who executed the foregoing instrument and is the person who signed said instrument as their voluntary act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is less than \$100.00.

Notary

Now that the Easement is Signed:

- Install the Facilities
- Sign the “Prepared By” at the Top of the Easement
- Send Easement to Manager – Corporate Properties
- Always Keep a Copy for Your Files

QUESTIONS?