

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

Prepared by: \_\_\_\_\_

### GRANT OF EASEMENT

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_, residing 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 \_\_\_\_\_ (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 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 hereinbefore described Property 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 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 Property, 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 acknowledges and agrees that the manhole where the Facilities are located is a private manhole, owned and operated by the Grantor, and any responsibility for maintenance, repairs or any other costs associated with the manhole are the sole responsibility of the Grantor. The Grantor hereby consents to the use of the manhole by the Grantee.

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 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.

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 no buildings or structures shall be erected over or within ten (10) feet of said Facilities of Grantee.

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 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.

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 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 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 assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

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 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.

**GRANTOR:**

By: \_\_\_\_\_

**GRANTOR:**

By: \_\_\_\_\_

