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

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Examples of When You Need Easements . . . Continued:

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

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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

Street

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Examples of When You Need Easements . . . Continued:

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

Street

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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
Information Request Letter

[Name]
[Address]

[City, State, Zip]

[Phone]

[Email]

[Date]

[Sender Name]
[Company]

[Address]

[City, State, Zip]

[Phone]

[Email]

[Date]

[Reciever Name]
[Company]

[Address]

[City, State, Zip]

[Phone]

[Email]

[Date]

INFORMATION NEEDED FOR GAS DISTRIBUTION EASEMENT

1. Owner is Requesting a copy of the agreement
2. Municipality: ___________________________ Leases:
3. Property Address: ________________________________________________________
4. Property Address: ________________________________________________________

INFORMATION: ALL INFORMATION (If Individual Owner Property):

1. Quota of Land: ____________________________ Name: ____________________________
2. Owner's Address: ____________________________ Phone: ____________________________
3. Current Name: ____________________________ Phone: ____________________________
4. Who Will Provide the Required Information:
5. Partnership Information (If Partnership Owner Property):
6. Partnership Name: ____________________________
7. Date When Ownership was Granted: ____________________________
8. Partner's Address: ____________________________
9. Current Name: ____________________________
10. Date of Initial Ownership: ____________________________
11. LLC and Corporation Information
   (If Corporation or Limited Liability Company Owns Property):
   1. Corporation Name: ____________________________
   2. Incorporation Date: ____________________________
   3. Corporation Address: ____________________________
   4. Current Name: ____________________________
   5. Date of Initial Ownership: ____________________________
   6. LLC and Corporation Information (If Corporation or Limited Liability Company Owns Property):

[Signature]
[Company]
[Address]
[City, State, Zip]
[Phone]
[Email]
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.
Husband & Wife Or Individual

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2. Consumer shall have the right to use, occupy and enjoy the premises and appurtenances heretofore described and the place of which said premises and appurtenances are a part in a manner consistent with the general purposes for which said premises and appurtenances were intended to be used, subject to the provisions of this Agreement.

3. Consumer shall have the right to cause any necessary repairs to be made, any necessary improvements to be made, and any necessary additions to be made, to the premises and appurtenances, subject to the provisions of this Agreement.

4. Consumer shall have the right to cause any necessary improvements to be made, any necessary additions to be made, and any necessary repairs to be made, to the premises and appurtenances, subject to the provisions of this Agreement.

5. Consumer shall have the right to cause any necessary repairs to be made, any necessary improvements to be made, and any necessary additions to be made, to the premises and appurtenances, subject to the provisions of this Agreement.

6. Consumer shall have the right to cause any necessary repairs to be made, any necessary improvements to be made, and any necessary additions to be made, to the premises and appurtenances, subject to the provisions of this Agreement.

7. Consumer shall have the right to cause any necessary repairs to be made, any necessary improvements to be made, and any necessary additions to be made, to the premises and appurtenances, subject to the provisions of this Agreement.

8. Consumer shall have the right to cause any necessary repairs to be made, any necessary improvements to be made, and any necessary additions to be made, to the premises and appurtenances, subject to the provisions of this Agreement.
This Grant of Lease 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.

In witness whereof, thereunto duly signed by the parties below and their successors in interest.

GRANTOR (owner of fee simple)

By: __________________________

GRANTOR (co-owner of fee simple)

By: __________________________
STATE OF NEW JERSEY

COUNTY OF __________

BE IT REMEMBERED, that on the __ day of ____________, 20__, before me, the undersigned, a Notary Public of the State of New Jersey, personally appeared ____________, who, I am satisfied, is the person who executed the foregoing instrument and to the person who signed and authenticated the foregoing instrument as notary public. The full and actual consideration paid or to be paid for the transfer of title to real property described by the within instrument, as such consideration is defined in N.J.S.A. 46:12-17, is __________.

Notary

[Signature]

CO-OWNER OR WIFE

STATE OF NEW JERSEY

COUNTY OF __________

BE IT REMEMBERED, that on the __ day of ____________, 20__, before me, the undersigned, a Notary Public of the State of New Jersey, personally appeared ____________, who, I am satisfied, is the person who executed the foregoing instrument and to the person who signed and authenticated the foregoing instrument as notary public. The full and actual consideration paid or to be paid for the transfer of title to real property described by the within instrument, as such consideration is defined in N.J.S.A. 46:12-17, is __________.

Notary

[Signature]
GRANT OF EASEMENT

THIS CORPORATION, the City of
( CORPORATION THAT OWNS LAND), with an office
(Designation called "Grantee"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
a corporation of the State of New Jersey, having an office at 40 Park Plaza, Newark, New Jersey
(Designation called "Grantee").

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

WHEREAS, Grantor is a public utility of the State of New Jersey, engaged in furnishing
utility service to the citizens of the State of New Jersey, and

WHEREAS, the Grantee does agree to convey an easement in fee simple to Grantor for
its use, occupancy and enjoyment and the use, occupancy and enjoyment of its Grantee,
including all easements and appurtenances, to its successors, assignments and dividees, or
in consideration of the mutual covenants, conditions, covenants and terms hereinafter contained, it is agreed that

1. Grantor does hereby grant and convey unto Grantee an easement in fee simple to
occupy, maintain, use and enjoy the lands herein described (hereinafter referred to as "Easement"). The Easement
shall include all easements and appurtenances thereto in fee simple, whether now in existence or hereafter created.

2. The Easement shall be for the purpose of access to and from a certain tract of
real estate located therein, and shall include the right to construct, maintain, and operate all
facilities, lines and equipment necessary to the exercise of the rights granted.

3. The Easement shall be perpetual and shall not be subject to termination or
reversion to Grantor.

4. The Easement shall be subject to all laws, regulations, and restrictions applicable
therein, and the Grantee shall be responsible for compliance therewith.

5. In the event of any conflict or dispute regarding the Easement, the parties shall
consult and negotiate in good faith to resolve the matter.

6. This grant is made subject to the condition that the Easement shall be used in
compliance with all applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of
Easement this __________ day of __________, 2005.

[Signature]
[Name]
Prepared by:

[Signature]
[Name]

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having and or exercising from and in favor of Licensor or any assignee, however, created or assigned to Licensor.

9. This Grant of License shall be performed by and executed in accordance with the laws of the State of New Jersey and recorded in the title to the Property.

10. By the execution of this instrument, Grantee agrees to abide by the terms and conditions hereof to the extent to be performed and shall assume obligations hereof, and the obligations of this instrument shall benefit to the benefit and the obligations of this instrument shall benefit to the use and use of said premises and said personal property herein listed and the successors and assigns.

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

ATTEST:

GRANTOR (Corporate)

By: __________________________

Name:

Title:

STATE OF __________________

COUNTY OF __________________

LET IT BE REMEMBERED, the day of ________, 20__, in open court, the undersigned, a Notary Public of the State of New Jersey, personally appeared before me, a Notary Public of the State of New Jersey, personally appeared before me, in and which acknowledgment was granted to me, and acknowledged the foregoing instrument to be the true and exact copy of the instrument executed and delivered for and on behalf of said corporation and said with the signature of the voluntary act and deed of said corporation, by virtue of authority from the Board of Directors. The said instrument was executed and delivered to be paid for the consideration of which the consideration is defined in R.L. Title 49, Sec. 107, subsection 5000 B.}

________________________________________

Name

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Partnership Easement

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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.
Relocation Easement

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Paragraphs (3), (4), and (5) of the ‘Preliminary’ which Governor may, in his discretion, choose to add, when necessary or proper for the transmission and distribution of gas, together with such lines and facilities as he may deem necessary or proper, shall be considered as a part of the Gas Areas. Paragraphs (1) and (2) of the ‘Preliminary’ shall be considered as a part of the Gas Areas. Paragraphs (6) and (7) of the ‘Preliminary’ are more particularly shown on Drawing No. 1, and will be considered as a part of the Gas Areas.

2. Governor, for and in consideration of the Grant of Premises, hereby reserves, appoints, designates, and names certain areas, as set forth in the Plan, to be used for the purpose of the Gas Areas.

3. Governor, for and in consideration of the Grant of Premises, hereby reserves, appoints, designates, and names certain areas, as set forth in the Plan, to be used for the purpose of the Gas Areas.

4. Governor, for and in consideration of the Grant of Premises, hereby reserves, appoints, designates, and names certain areas, as set forth in the Plan, to be used for the purpose of the Gas Areas.

5. Governor, for and in consideration of the Grant of Premises, hereby reserves, appoints, designates, and names certain areas, as set forth in the Plan, to be used for the purpose of the Gas Areas.
9. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, all claims, demands, obligations, liabilities, damages, losses, costs, expenses, and any other liability, demand, or expense whatsoever (including, without limitation, reasonable attorney’s fees and expenses) sustained by, imposed upon, or asserted against Grantor by reason of any violation, injury (including death of any buildings or buildings thereon) or damage to any person or property arising or occurring during any sale or extinguishment of Grantee or by any employee, lessee, or tenants of Grantee.

10. This Grant of Easement shall be governed by and construed to be in accordance with the laws of the State of New Jersey and administered for all the Property.

11. By the execution of this instrument, Grantor agrees to abide by the terms and conditions herein, or the part to be performed and shall be deemed obligating parties, and the provisions of this instrument shall serve to the benefit of and be obligating upon the respective parties herein and their successors and assigns.

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

GRANTOR (Owner of land/lease):

By:

GRANTOR (Owner of land/lease):

By:

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STATE OF NEW JERSEY

COUNTY OF

BE IT REMEMBERED, that on this ___ day of ___, 20___, before me, the undersigned, a Notary Public in and for the above-mentioned County of New Jersey, personally appeared _________ who, in open Court, and in the presence of witnesses, acknowledged the signature which he put on the instrument which he signed, and for the purpose of making the same, so that it may be legally admitted into evidence, to which signature the instrument is subscribed.

__________________________
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

David Richter, Esq.