



EASEMENT REQUEST FORM

Requester _____

Requester's Address _____

Phone _____

Fax _____

Property Owner(s) _____

Property Address _____

Phone _____

Fax _____

State of Incorporation or Organization (if Owner is Corporation, Partnership, LLC, etc.)

Title/Deed Reference:

County of Record _____ Recorded Land: Book _____ Page _____

Registered Land: Certificate No. _____ Book _____, Document No. _____

BWSC Site Plan No. (if Applicable) _____

Type of Easement or License Agreement Requested:

A. Easement Agreement (Please Check if Applicable)

- New Drain / Sewer / Water (*Circle One*) Facility
- Existing Drain / Sewer / Water (*Circle One*) Relocation or Amendment
- Public Way Discontinuance Easement
 Name of Way _____
- Private Way Easement
 Name of Way _____
- Underground Parking Facility or Subterranean Structure Easement
- Utility (Gas, Electric, Steam, etc.) Easement

B. License Agreement (Please Check if Applicable)

- License to Build Over Easement
 Type of Structure _____

- Tree Planting License
Type/Species of Proposed Tree Planting _____
- License to Place Temporary Structure over Easement
(i.e. Deck, Porch, Shed)
- Surface Use License (Parking, Community Garden, etc.)
- Sidewalk or Specialty Paving License (i.e. Masonry, Granite, etc.)
- Utility (Gas, Electric, Steam, etc.) Placement Within an Easement

Environmental Issues:

1. Are there any known or suspected contaminants or releases of hazardous materials at the subject parcel or property? Yes No
If yes, please describe. _____
2. Are there any recorded or pending Activity Use Limitations (AULs) at the parcel or property? Yes No
If yes, please describe. _____

Easement Plan Requirement:

The requester or owner of property must provide an easement plan drafted by a certified, professional land surveyor at his/her/their own expense. The easement plan must be provided in both mylar and electronic format, in conformance with Registry and Land Court requirements, and the plan must contain the following information:

1. Title - with reference to Boston Water and Sewer Commission and location of easement.
2. Land Surveyor/Company -- Name of Surveyor who prepared, signed and stamped plan.
3. Location of Easement and Description of "BWSC Easement" clearly within location of easement.
4. Accurate title information with respect to parcel and/or property subject to easement grant.

Standard Easement Requirements:

The Standard Easement Outline includes some but not all of the key items found in the Commission's easement language agreement. These items are generally required in all easement agreements. If you wish to request a sample easement or draft easement language, please contact the Office of General Counsel at 617-989-7315.

Recording/Registering:

All requesters and/or owners of property requesting easements from the Boston Water and Sewer Commission are responsible for recording and/or registering the easement agreement and associated plans at the appropriate County Registry of Deeds, including all costs or expenses associated therein.

Please Return To:
Engineering Customer Service Department
Boston Water and Sewer Commission, 2nd Floor
980 Harrison Avenue, Boston, MA 02119



**Boston Water and
Sewer Commission**
980 Harrison Avenue
Boston, MA 02119-2540

STANDARD EASEMENT OUTLINE

The Easement will contain the following:

1. An exclusive Excavation Easement the final size of which will be determined by the Commission's Engineering Department.
2. A full width Access Easement.
3. It will give the Commission the right to install, lay, construct, operate, maintain, use, inspect, repair, alter, improve, replace, and relocate any Facilities in the Easement area.
4. If the Facilities (i.e. storm, sewer or water pipes and associate appurtenances) are to be built by the grantor they must be constructed in strict accordance with plans and specifications that are filed with and approved by the Commission.
5. If the Facilities (i.e. storm, sewer or water pipes and associate appurtenances) are to be built, constructed or installed by the grantor, they must be guaranteed for a minimum of two (2) years by the grantor.
6. No trees, shrubs or other landscaping shall be allowed within the Easement without prior written approval.
7. Any trees, shrubs or other landscaping and obstructions placed within the Easement without the prior written consent of the Commission will not be replaced.
8. Grantor shall agree to defend, indemnify and hold harmless the Commission, including but not limited to, its commissioners, officers, employers, agents, successors and assigns, against casualty and loss, including personal, property or other injury or damages.
9. Environmental indemnification.
10. Commission maintains exclusive, superior rights to all other utilities in the easement area, and retains the right to grant licenses to other such utilities or entities to maintain other facilities within the Easement Area.