

TOWN OF STODDARD
1450 ROUTE 123 NORTH
STODDARD, NH 03464
(603) 446-3326

CLASS VI OR PRIVATE ROAD AGREEMENT AND RELEASE

Now comes _____, of _____, Town of STODDARD, State of New Hampshire and the Town of STODDARD (hereinafter referred to as "Town"), a municipal corporation existing under the laws of the State of New Hampshire, and agree as follows:

Whereas _____ is the owner of certain real property located on _____ as stated in deed recorded at book _____ page _____ at the CHESHIRE County Registry of Deeds:

Whereas the relevant portion of said _____ upon which _____'s real property fronts is a Class VI highway as classified by NH Revised Statutes Annotated (hereafter referred to NHRSA), 229:5;

Whereas the Town has agreed to issue a building permit for the construction of a single family residence on said real property upon the filing of the within notice pursuant to NHRSA 674:41;

Now therefore the Town and _____ on behalf of himself/herself, his/her heirs, legal representatives, successors and assigns, and agree as follows:

1. The Town shall allow _____ to construct a residence pursuant to a building permit issued by the Town to _____ on _____;
2. The Town neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of _____;
3. _____ shall be responsible for maintaining access to the subject property and does hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining County Road and from any claim of any nature, whether in tort or otherwise, which _____ might have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including police, fire and ambulance services, arising out of the condition of the roadway from the point wherein the County Road is a Class VI highway;
4. The owner, _____, assumes responsibility for transporting any children to the nearest regular school bus stop;
5. That _____ assumes responsibility for maintenance and repair of _____, and agrees that at his/her expense or at the expense of himself/herself and other owners of property similarly located on _____, to clear and maintain the said _____ to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of _____ in a good passable condition.

Date:

Witness

Owner:

Witness

Owner:

State of New Hampshire, County of CHESHIRE, ss

On this the _____ day of _____, 2010, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: _____