

**NOTICE, AGREEMENT AND RELEASE OF MUNICIPAL LIABILITY
AND RESPONSIBILITY PER NEW HAMPSHIRE RSA 674:41**

AGREEMENT made this ____ day of _____, _____ between _____ (“Owners”) of _____, and owner of property located at _____ in Groton, NH 03241, and the Town of Groton (“Town”), acting through its Select Board, a New Hampshire municipal corporation of said Groton.

WHEREAS, _____ is the owner of certain real property in Groton as described in deed recorded book# _____, Page# _____ at the Grafton County Registry of Deeds; and

WHEREAS, the portion of _____ upon which the Owner’s real property fronts is a Private or Class VI Road; and

WHEREAS, the Town has authority and discretion, following comment from the Planning Board, to vote to issue a building permit for the consideration of a single family-dwelling on Owner’s property upon term and conditions herein contained and upon filing of this notice pursuant to RSA 674:41;

NOW, THEREFORE, the Town and Owner, for consideration, agree as follows:

1. Town following receipt of comment from the Planning Board, votes to issue a building permit to allow Owners to construct a single-family dwelling, to be constructed in conformity with all federal (if applicable), state and local regulations and laws, on the Owner’s property on _____.
2. Town shall not, by approving of this building(s), accept or incur responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of _____ by Owner or those using the road for access to Owner’s property.
3. Owner shall be responsible for maintaining access to the property over in a reasonable and safe condition and hereby releases and discharges the Town, and its officers, agents, and employees from maintaining.
4. Owner shall indemnify and save harmless the Town from any claim of any nature, whether in tort or otherwise, against the Town for any loss or damage, including those incurred through failure to provide any municipal service, including police, fire, and ambulance services, arising out of the condition of _____ as a Private or Class VI Road or in any way arising from the condition of the road.
5. Owner shall assume responsibility for transporting any children residing on the property to the nearest regular school bus stop.
6. Owner shall assume responsibility for maintenance and repair of _____, and agrees that, at his expense, or at the expense of himself and other owners of property similarly located on _____,

Owner shall clear and maintain _____ to the width of not less than twenty (20) feet, and to repair and maintain the traveled portion of _____ in a good and passable condition.

7. The construction and occupancy of a single-family dwelling authorized by the Agreement shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of _____ as a Private or Class VI Road.
8. This Agreement shall be binding on Owner's heirs, successors and assigns.
9. This Agreement shall remain in force so long as that portion of _____ is not legally required to be maintained by the Town. The obligation to indemnify shall apply to any incident occurring while this Agreement is in effect.

Witness

Owner

Witness

Owner

Town of Groton
By its Select Board
Duly Authorized

Witness

Select Board Chair

Print

Witness

Select Board Member

Print

Witness

Select Board Member

Print

Date