

**NOTICE, AGREEMENT AND REALEASE 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

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Witness

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Select Board Member

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Witness

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Select Board Member

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\_\_\_\_\_  
Date