

Town of New Castle, New Hampshire

49 Main Street, PO Box 367, New Castle, NH 03854-0367



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Return to:

Town of New Castle

PO Box 367

New Castle, NH 03854-0367

NOTICE AND AGREEMENT AND RELEASE OF MUNICIPAL LIABILITY AND RESPONSIBILITY PURSUANT TO RSA 674:41, I

AGREEMENT made this ____ day of _____, 2021 between _____ of _____ Road, _____, New Hampshire and owner of property located on _____ Road at Lot _____, Tax Map _____, _____, New Hampshire (hereinafter "Owner") and the Town of _____, acting through its Board of Selectmen.

WHEREAS, Owner is the owner of certain real property located at _____ Road in _____, _____ County, New Hampshire, shown as Lot _____, Tax Map _____ (hereinafter "Property") on the records from said Town of _____ (hereinafter "the Town").

WHEREAS, the portion of said Private Road upon which Owner's Property fronts is a Private Highway as classified by New Hampshire Revised Statutes Annotated (RSA) 229:5.

WHEREAS, upon the filing of this notice pursuant to RSA 674:41, the Town has agreed to issue a building permit for the construction of a single family residence on said Property, pursuant to the following terms and conditions, which conditions shall run with the land and be binding upon all subsequent owners of said Property:

NOW THEREFORE, Owner (on behalf of himself, his heirs, legal representatives, successors and assigns) and the Town agree as follows:

- I. The Town has indicated that it will issue Owner a building permit to construct a single-family residence upon submission of a proper and complete application for the same on the above-described Property on _____ Road; and
- II. The Town neither assumes responsibility for maintenance including, but not limited to, snow plowing or snow removal, nor liability for any damages resulting from the use of _____ Road, a Private road; and

- III. Owner shall be responsible for maintaining access to the Property and does hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining _____ Road, a Private road, and from any claim of any nature, whether in tort or otherwise, which Owner might have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including, but not limited to, police, fire and ambulance services, arising out of the condition of _____ Road;
- IV. Owner assumes responsibility for transporting any children residing in any home located on the Property to the nearest existing regular school bus stop;
- V. Owner assumes responsibility for maintenance and repair of _____ Road and agrees that at Owners' expense, or at the expense of Owner and other owners of property located along _____ Road, to clear and maintain _____ Road to such specifications necessary to insure access for emergency vehicles in a good and passable condition;
- VI. The construction and occupancy of a single-family dwelling authorized by this Agreement shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of _____ Road;
- VII. This Agreement and Release shall be binding on Owner's heirs, successors and assigns;
- VIII. This Agreement and Release shall remain in force so long as that portion of _____ Road 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.

Date: _____, 2021

Owner

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, known to me as, or satisfactorily proven to be, the person executing the same.

Justice of the Peace/Notary Public
My commission expires:
Stamp:

Town of _____:

Date: _____, 2021

By: _____
Chair, Board of Selectmen
on behalf of the Board of Selectmen
duly Authorized by vote
on _____, 2021

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____, Chair, Board of Selectmen, known to me as, or satisfactorily proven to be, the person
executing the same.

Justice of the Peace/Notary Public
My commission expires:
Stamp:

This document shall not constitute nor be interpreted as authorization by the New Castle Board of Selectmen to sanction or approve any intersection with a state highway, such jurisdiction being the sole province of the NH Department of Transportation.