

**Agreement and Release Regarding
Building Permit for Property Accessed Via Private/Class VI Road**

NOW COME _____ (“owner”) with a mailing address of _____ and the Town of Middleton, New Hampshire (“town”), a municipal corporation existing under the laws of the State of New Hampshire, and agree as follows:

_____ WHEREAS owner owns certain real property, Tax Map _____ Lot _____ which is accessed via _____ Road, which property was conveyed to said owner by a Deed recorded at Book _____, Page _____ at the Strafford County Registry of Deeds (the “Property”); and

WHEREAS, the relevant portion of said _____ Road upon which the Property fronts is a Class VI Highway or Private Road that has not been approved by the Middleton Planning Board, nor accepted by the town, so that the Property is therefore subject to the building restrictions imposed under RSA 674:41.

NOW, THEREFORE the town and owner on behalf of themselves, their heirs, legal representatives, successors and assigns, covenant and agree as follows:

1. The town shall allow the owner to construct a residence pursuant to a building permit issued by the town to the owner on _____ Road.
2. The parties understand and agree that town shall not maintain said road or provide services to the Property, and assumes no responsibility for maintenance, including but not limited to snow removal, tree clearing, construction, signage, drainage, litter removal

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etcetera with respect to said _____ Road. In no case shall the town be liable for any damages arising from the use of said road or the lack of services with respect thereto. Owner covenants not to sue the town or any of its officers, agents, elected officials, volunteers, and employees on any such claim.

3. Owner shall be solely responsible for maintaining access to the subject property and does hereby forever release, discharge, and shall defend and indemnify the town, its officers, agents, elected officials, volunteers, and employees from any loss, claim, including third party claims, arising directly or indirectly from the condition of said road, and the lack of municipal services such as police, fire and ambulance services.
4. In the case of a Class VI road, owner represents and has produced evidence that the Property is insurable.
5. Owner hereby assumes responsibility for transporting any children who may now or in the future reside on the property to the nearest regular school bus stop.
6. The parties understand and agree that this Agreement and Release shall be recorded at the Strafford County Registry of Deeds before the building permit is issued, as required under RSA 674:41, I (c).
7. This Agreement and Release shall run with the land with respect to the Property.

Witness Print Name	Owner Print Name
Witness Signature/Date	Owner Signature/Date
Witness Print Name	Owner Print Name
Witness Signature/Date	Owner Signature/Date

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STATE OF NEW HAMPSHIRE
_____ COUNTY

Personally appeared before me _____,
known or satisfactorily proven to be the person(s) identified above, and acknowledged this
instrument for the purposes expressed therein.

Dated: _____

By: _____

Notary Public / Justice of the Peace

My commission expires: _____

TOWN OF MIDDLETON

Witness Print Name

Selectperson, Chair or Vice Chair

Witness Signature/Date

Selectperson Signature/Date