
**AGREEMENT AND RELEASE
REGARDING BUILDING PERMIT FOR PRIVATE ROAD**

NOW COME(S) _____, (hereinafter individually or collectively (as the case may be) referred to as "OWNER",), of mailing address:

_____,
and the Town of Wakefield (hereinafter "TOWN"), a municipal corporation existing under the laws of the State of New Hampshire, of mailing address: 2 High Street, Wakefield, New Hampshire 03872, and agree as follows:

WHEREAS, OWNER has acquired title to certain real property as stated in OWNER's deed recorded at Book ____, Page ____ at the Carroll County Registry of Deeds (hereinafter "PROPERTY"); and known as Wakefield Tax Map ____, Lot ____;

WHEREAS, the PROPERTY is located on _____
(name of private road) (hereinafter "ROAD");

WHEREAS, the relevant portion of the ROAD upon which the OWNER's real property fronts is a privately-owned road;

WHEREAS the TOWN has agreed to issue a building permit for the construction of a structure on the PROPERTY upon the filing of the within notice pursuant to New Hampshire Revised Statutes Annotated 674:41;

NOW THEREFORE, the TOWN and OWNER, OWNER's heirs, legal representatives, successors and assigns, covenants and agrees as follows:

1. The TOWN shall allow OWNER to construct a building pursuant to a building permit issued by the TOWN on the PROPERTY;
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of the ROAD;

NOTE: This form MUST be completed in BLACK ink or TYPE, and, if hand-written, must be legible.

3. 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 the 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 municipal services, including police, fire and ambulance services, arising out of the condition of the ROAD as a private road;
4. OWNER assumes responsibility for transporting any children to the nearest regular school bus stop;
5. OWNER assumes responsibility for maintenance and repair of the ROAD, and agrees that at OWNER's expense or at the expense of the OWNER and other owners of property similarly located on the ROAD, to clear and maintain the ROAD to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of the ROAD in a good and passable condition.

Witness

OWNER (Signature) Date

OWNER (Printed)

Witness

OWNER (Signature) Date

OWNER (Printed)

Witness

OWNER (Signature) Date

OWNER (Printed)

TOWN OF WAKEFIELD
By its Selectmen, Duly Authorized

Witness

Kenneth Paul Date

Witness

Mark Duffy Date

Witness

Peter Kasprzyk Date