

PRIVATE ROADS

NOTICE OF LIMITATIONS OF RESPONSIBILITY AND WAIVER OF LIABILITY OF THE TOWN OF ALTON PURSUANT TO RSA 674:41

AGREEMENT AND RELEASE

Now comes, _____ (hereafter referred to as the “Applicant”) with mailing address of _____, County of _____ and State of _____, who, pursuant to the provisions of New Hampshire Revised Statutes Annotated (NH RSA) Section 674:41, as amended, acknowledges the limits of the Town of Alton’s (hereafter referred to as “the Town”) responsibility for maintenance and liability for a certain Private Road situated in said Town and acknowledges as follows:

WHEREAS, the Applicant is the owner of a certain real property located on _____, Town of Alton, County of Belknap, New Hampshire, by virtue of a deed recorded at Book _____, Page _____, in the Belknap County Registry of Deeds (BCRD); and as identified on the Town’s Tax Maps as Tax Map _____, Lot _____; and,

WHEREAS, the relevant portion of said road, _____, upon which the Applicant’s real property fronts, is a Private Road; and,

WHEREAS this executed “Notice of Limitations of Responsibility and Waiver of Liability of the Town of Alton Pursuant to RSA 674:41”, (hereinafter referred to as “Waiver”) shall be filed with the BCRD pursuant to NH RSA Section 674:41, as amended, and is subject to the provisions below.

NOW THEREFORE, the Applicant, their heirs, legal representatives, successors and assigns, covenants, agrees, acknowledges and gives notice as follows:

1. This Waiver supersedes, voids, and replaces any prior waiver or agreement for this property, and replaces it with this Waiver;
2. The Applicant agrees to secure a building permit within four (4) years of the recording date of this Waiver, or otherwise this Waiver shall be rendered null and void;
3. The Applicant proposes to construct a _____ pursuant to a building permit request dated _____ on the Applicant’s property on said road. By requesting a building permit, Applicant represents it has or will obtain the necessary authority or permission to perform any and all maintenance or improvements on said road contemplated by this Waiver;

4. In issuing a building permit, the Town neither assumes responsibility for maintenance of said road, including snow plowing, nor accepts liability for any damages resulting from the use of said road;
5. The Applicant shall be responsible for maintenance and repair of the private road to the subject property and shall hereby forever release and discharge the Town, its officers, agents and employees, from the obligation of maintaining or repairing said road;
6. In issuing the building permit the Town does not assume responsibility for providing school bus service on said road, and the Applicant assumes responsibility for transporting any children to the nearest regular school bus stop;
7. The Applicant shall be responsible for maintaining access to the subject property and does hereby forever release and discharge the Town, its officers, agents, and employees, from the obligation of maintaining said private road and from any claim of any nature, whether in tort or otherwise, which the Applicant might have 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 said private road;
8. The Applicant agrees to indemnify and hold harmless the Town, its officers, agents, and employees, from any liability, including but not limited to attorney's fees and costs, and for any loss or damages which may result from any third party claim arising out of the use of the private road to access the subject property. And that the Applicant agrees to maintain an insurance policy with adequate limits to cover the cost of these claims and to provide the Town with adequate proof of such insurance from time to time as the Town deems necessary; and,
9. All provisions of this Waiver and the conditions contained therein shall run with the land and shall be binding upon their heirs, legal representatives, successors and assigns, of the Waiver Holder. This Waiver shall be recorded by the Applicant at the BCRD at the Applicant's expense, and returned to the Building Department with a copy provided to the Board of Selectmen.

Applicant Signature

Date

STATE OF NEW HAMPSHIRE
 BELKNAP, S.S.

Personally appeared the above-named _____ before me and acknowledged the forgoing instrument to be his voluntary act and deed, this _____ day of _____ 20____.

 Notary Public

My Commission Expires: _____

Applicant Signature

Date

STATE OF NEW HAMPSHIRE
BELKNAP, S.S.

Personally appeared the above-named _____ before me and
acknowledged the forgoing instrument to be his voluntary act and deed, this _____ day of
_____ 20____.

Notary Public

My Commission Expires: _____

Chairman, Board of Selectmen Signature

Date

STATE OF NEW HAMPSHIRE
BELKNAP, S.S.

Personally appeared the above-named _____ before me and
acknowledged the forgoing instrument to be his voluntary act and deed, this _____ day of
_____ 20____.

Notary Public

My Commission Expires: _____

Return recorded document to:

**Alton Town Hall
Building Department
P.O. Box 629
Alton, NH 03809**