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

NOW COME(S) _____, (hereinafter individually or collectively, as the case may be, referred to as "OWNER",), on this _____ day of _____ in the year _____, with a mailing address of: _____, and the Town of Tamworth (hereinafter "TOWN"), a municipal corporation existing under the laws of the State of New Hampshire, with a mailing address of: 84 Main Street, PO Box 359, Tamworth, NH 03886, and agree as follows:

WHEREAS, OWNER has acquired title to certain real property as stated in OWNERS deed recorded at Book _____, Page _____ at the Carroll County Registry of Deeds (hereinafter "PROPERTY");

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

WHEREAS, the relevant portion of the ROAD upon which the OWNERS real property fronts is a Private Road.

WHEREAS the TOWN has agreed to issue a building permit for the construction of a residence 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, OWNERS heirs, legal representatives, successors and assigns, covenants and agrees as follows:

1. The TOWN shall allow OWNER to construct a residence 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 OWNERS 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)

TOWN OF TAMWORTH

By its Selectmen, Duly Authorized

Witness

Date

Witness

Date

Witness

Date

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