

**TOWN OF ORFORD  
ORFORD, NEW HAMPSHIRE**

**Agreement and Release Permit  
For Construction on a Class VI Road**

NOW COMES \_\_\_\_\_ (hereafter referred to as "OWNER") of \_\_\_\_\_ Road, Town of Orford, County of Grafton, State of New Hampshire, and the Town of Orford (hereinafter referred to as "TOWN"), a municipal corporation existing under the laws of the State of New Hampshire.

WHEREAS \_\_\_\_\_ are owners of certain real property on \_\_\_\_\_ Road as stated in Deed recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ at the Grafton County Register of Deeds;

WHEREAS the relevant portion of said \_\_\_\_\_ Road upon which the OWNERS's real property fronts is a Class VI Highway as classified by New Hampshire Revised Statutes Annotated 229:5;

WHEREAS the TOWN has agreed to issue a building permit for the construction of a single-family residence on said real property upon the filing of the within notice pursuant to New Hampshire Revised Statutes Annotated 674:41;

NOW THEREFORE the TOWN and the OWNERS on behalf of their heirs, legal representatives, successors and assigns, covenant and agree as follows;

1. The TOWN shall allow OWNERS to construct a residence pursuant to a building permit issued by the TOWN on their property on \_\_\_\_\_ Road, shown in TOWN records as Map \_\_\_\_\_, Lot \_\_\_\_\_.
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of \_\_\_\_\_ Road from the point wherein the \_\_\_\_\_ Road is a Class VI highway;
3. The OWNERS 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 \_\_\_\_\_ Road and from any claim of any nature, whether in tort or otherwise, which the OWNERS 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 roadway from the point wherein the \_\_\_\_\_ Road is a Class V highway;

4. That OWNERS assume responsibility for transporting any children to the nearest regular school bus stop;

5. That the OWNERS assume responsibility for maintenance and repair of \_\_\_\_\_ Road from the point wherein the \_\_\_\_\_ Road is a Class VI highway, and agree that at their expense or at the expense of themselves and other owners of property similarly located on \_\_\_\_\_ Road, to clear and maintain the said \_\_\_\_\_ Road to a width of not less than twenty (20) feet, and to repair and maintain the traveled portion of \_\_\_\_\_ Road in a good and passable condition.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owners Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owners Name

**Town of Orford**  
By Its Selectmen, Duly Authorized

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Witness

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Witness

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Witness

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Date

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Contact Information:

Mailing Address: \_\_\_\_\_

Phone # \_\_\_\_\_

Email: \_\_\_\_\_

