

**TOWN OF ORFORD
ORFORD, NEW HAMPSHIRE**

**Agreement and Release for a Building Permit
For Construction of a Building
Not Fronting on a Class V or Class VI Road**

NOW COMES _____ (hereafter referred to as "Applicant(s)") of _____, 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 the applicants are the owners of certain real property at the _____ 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 applicant'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 Applicants on behalf of themselves, their heirs, legal representatives, successors and assigns, covenant and agree as follows;

1. The TOWN shall allow Applicants to construct a residence pursuant to a building permit issued by the TOWN on their property at _____ 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 the _____ Road.
3. The Applicant(s) 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 the _____ 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 municipal services, including police, fire and ambulance services, arising out of the condition of the roadway from the point wherein the _____ is a Class VI highway;
4. That the Applicant(s) assumes responsibility for transporting any children to the nearest regular school bus stop;

5. That The Applicant(s) assumes responsibility for maintenance and repair of the _____ Road, and agrees that at his expense or at the expense of himself and other owners of property similarly located at the _____ 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 the _____ Road in a good and passable condition.

Witness

Witness

Town of Orford
By Its Selectboard, Duly Authorized:

Witness

John Adams

Witness

Fred Kidder II

Witness

Tom Steketee

Date