

**AGREEMENT, RELEASE AND ACKNOWLEDGEMENT  
OF NON-LIABILITY REGARDING BUILDING PERMIT  
FOR CLASS VI HIGHWAY**

**Now come** \_\_\_\_\_ (hereafter "Petitioner")  
of \_\_\_\_\_ (mailing address),  
and the Town of Acworth (hereafter "Town"), a municipal corporation existing under the  
laws of the State of New Hampshire, and agree as follows:

**Whereas** Petitioner is the owner of certain real property with frontage  
on \_\_\_\_\_ (road name),  
by virtue of a deed recorded at vol. \_\_\_\_\_ page \_\_\_\_\_ in the Sullivan  
County Registry of Deeds; and

**Whereas** the Acworth Board of Selectmen, after review and comment by the Acworth  
Planning Board, has on \_\_\_\_\_ (meeting date)  
agreed to issue a building permit for construction of a building on said real property  
upon the filing of this notice pursuant to RSA 674:41, I(c);

**Now Therefore**, the Town, by the signatures of the Selectmen, and the Petitioner on  
behalf of himself, his heirs, legal representatives, successors and assigns, covenant and  
agree as follows:

1. The Town shall allow said Petitioner to construct a building on said real property upon the filing of this notice with the Sullivan County Registry of Deeds, in accordance with the set of plans attached hereto. No enlargement or intensification of use of said structure shall be permitted without further approval by the Selectmen.
2. The Town neither has, nor assumes, any responsibility for any maintenance (including but not limited to snow plowing), nor for any liability for any injury or damages resulting from the use of said road, and the Petitioner, by his signature below, understands, agrees and acknowledges the same.
3. The Petitioner does hereby forever release and discharge the Town, its officers, agents and employees from any obligation of maintaining said road and from any claim of any nature, whether in tort or otherwise, which said Petitioner might have against the Town for any loss or damage, including those incurred through failure to provide municipal service, including, but not limited to, police, fire and ambulance services, arising out of the condition of the roadway from the point wherein the said road is a Class VI highway.
4. The Petitioner assumes responsibility for transporting any children to the nearest regular school bus stop, as designated by the school district.
5. The Petitioner assumes responsibility for maintenance and repair of said road (or Class VI portion thereof) and agrees, at his expense or at the expense of himself and other owners of property similarly located on said road, to clear and maintain the said road to a width of no less than twenty (20) feet, and to maintain the traveled portion on said road in good and passable condition. Any substantial

maintenance work, other than plowing or grading, shall require pre-approval of the Selectmen pursuant to RSA 236:9.

6. The Petitioner understands and acknowledges that said road remains a full public highway under New Hampshire law, with its use subject to regulation by the Board of Selectmen under RSA 41:11. The Petitioner shall not prohibit or interfere with the use of the said road by any member of the public, for any purpose for which highways may be used under New Hampshire law.

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Petitioner(print)/(signature)	Date	Witness
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Petitioner(print)/(signature)	Date	Witness
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Selectman(print)/(signature)	Date	Witness
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Selectman(print)/(signature)	Date	Witness
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Selectman(print)/(signature)	Date	Witness
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Filing fee: \$16.37 to Sullivan County Registry of Deeds, PO Box 448, Newport NH 03773. Please advise Selectboard upon filing for release of building permit.  
This form date: 11/01/04