

# CLASS VI TOWN 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 Class VI 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 \_\_\_\_\_, upon which the Applicant’s real property fronts, is a Class VI Road, as classified by NH RSA Section 229:5, as amended; and,

WHEREAS, the Applicant acknowledges that the Town has a continuing public highway easement over said road and that the Town has not abandoned or relinquished any rights it has to said road and that said road is open to typical and customary viatic use; 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 and the Town, and on behalf of themselves, 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 proposes to construct a \_\_\_\_\_ pursuant to building permit request dated \_\_\_\_\_ on Applicant’s property on said road;
3. 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;

4. Any improvements made by the Applicant to said road beyond those listed in this Waiver, shall be preceded by a written submission of proposed work to the Town prior to being carried out. With the exception of snow removal, sanding, filling, and grading, any maintenance work the Applicant undertakes must have prior approval of the governing body or the Department of Public Works. Prior to any such approval being granted, the Applicant must demonstrate that all permits required by State or Federal agencies for such work have been issued. The responsibility for preparing all submissions and information required for the issuance of all such permits shall lie with the Applicant. All maintenance work to be completed, as well as purchase and installation of culverts and bridges and other material, will be undertaken by the Applicant at the Applicant's expense;
  
5. Regardless of any use of, or improvements that the Applicant makes to said road, the Town shall continue to retain a public highway easement over said road, and the Town shall not be constrained in any way from discontinuing, reclassifying, improving, or altering said road now or in the future. The Class VI Road listed above remains a full public highway, and the Applicant shall not prohibit members of the public from utilizing the highway for any purpose for which public highways may be used;
  
6. The Town shall not be required to provide compensation to the Applicant for any improvements made by the Applicant to said road;
  
7. The Town neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of the Class VI portion of said road as access to the property shown as the Applicant's property on Tax Map \_\_\_\_\_, Lot \_\_\_\_\_;
  
8. The Applicant shall be responsible for maintenance and repair of said road to the subject property and shall hereby forever release and discharge the Town, its officers, agents and employees, from the obligation of maintaining the Class VI portion of said 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 the roadway from the point wherein \_\_\_\_\_ is a Class VI Road;
  
9. 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 Class VI portion of \_\_\_\_\_ to access the parcel known as Tax Map \_\_\_\_\_, Lot \_\_\_\_\_. 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;
  
10. The Applicant assumes responsibility for maintenance and repair of the Class VI portion of \_\_\_\_\_ from the Town maintained portion of \_\_\_\_\_ to \_\_\_\_\_;

11. The Town agrees that the Applicant shall, at their sole expense, and within the limits of the right-of-way, clear and maintain a minimum of twenty (20') feet and a maximum of twenty-four (24') feet in width of \_\_\_\_\_, and will maintain a minimum of twelve (12') feet and a maximum of fourteen (14') feet in travel width in a good and passable condition, and will maintain a minimum height clearance of thirteen (13') feet, six (6") inches. The Applicant shall have continuing permission to perform the work described above and shall not require prior approval from the Board of Selectmen for such work. If Applicant desires or is required to perform any construction, improvement, or maintenance beyond what is described above, then prior approval is required from the Board of Selectmen pursuant to RSA 236:9-11 & :14, as amended. Any work done within said Class VI Road shall be completed to the satisfaction of the Town's Department of Public Works; and,

12. All provisions of this permit 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 659**  
**Alton, NH 03809**