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**AGREEMENT & RELEASE**

NOW COMES \_\_\_\_\_ (*hereinafter referred to as*  
"\_\_\_\_\_" ) of \_\_\_\_\_, Town of  
\_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_  
and the Town of Grantham (*hereinafter referred to as "TOWN"*), a municipal corporation  
existing under the laws of the State of New Hampshire and agree as follows:

WHEREAS \_\_\_\_\_ is the owner of certain real property on  
\_\_\_\_\_ Road as stated in Deed recorded at Book \_\_\_\_\_, Page \_\_\_\_\_  
at the Sullivan County Registry of Deeds;

WHEREAS the relevant portion of said \_\_\_\_\_ Road upon which the  
\_\_\_\_\_ 's real property fronts is a Class VI Highways or a private  
road as classified by the 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 o said real property upon the filing of the within notice pursuant to NH RSA  
674:41;

NOW THEREFORE, the TOWN and \_\_\_\_\_ on behalf of himself, his  
heirs, legal representatives, successors and assigns, covenant and agree as follows:

1. The TOWN shall allow \_\_\_\_\_ to construct a residence pursuant to  
a building permit issued by the TOWN on the \_\_\_\_\_ property on  
\_\_\_\_\_ Road;
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor  
liability for any damages resulting from the use of \_\_\_\_\_ Road;
3. \_\_\_\_\_ 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 \_\_\_\_\_  
might have against the TOWN for any loss or damage, including police, fire and ambulance  
services, arising out of the condition of the roadway from the point wherein the \_\_\_\_\_  
\_\_\_\_\_ Road is a Class VI highway or a private road;
4. That \_\_\_\_\_ assumes responsibility for transporting any children  
residing on his property to the nearest regular school bus stop;

5. That \_\_\_\_\_ assumes responsibility for maintenance and repair of \_\_\_\_\_ Road, and agrees that 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 not less than twenty feet, and to repair and maintain the traveled portion of said road in good and passable condition.

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Resident*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Resident*

TOWN OF GRANTHAM  
 By it's Selectmen, Duly Authorized

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Chairman*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Selectman*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Selectman*

STATE OF NEW HAMPSHIRE  
 COUNTY OF SULLIVAN

Personally appeared \_\_\_\_\_, \_\_\_\_\_,  
 \_\_\_\_\_ known to me or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me, \_\_\_\_\_  
*Justice of the Peace, Notary Public*