

TOWN OF BELMONT
WAIVER OF MUNICIPAL LIABILITY FOR (CLASS VI or PRIVATE) HIGHWAY
(CLASS VI BUILDING PERMIT APPLICATION PURSUANT TO RSA 674:41,I(c)(2)&(3))

NOW COMES (**Owner's Name**), (hereinafter referred to as "OWNER") of (Address) County of (County), State of (State & Zip) and the **TOWN OF BELMONT** (hereinafter referred to as "TOWN"), a municipal corporation existing under the laws of the State of New Hampshire, and agree as follows:

WHEREAS (Owner) is the owner of certain real property on (Road) as stated in deed recorded at Book (Bk), Page (Pg) at the Belknap County Registry of Deeds, and as identified on the TOWN Property Tax Map No. (#) as Lot No. (#); and

WHEREAS the relevant portion of said (Road) upon which the OWNERS' real property fronts is a (Class VI/Private) road; and

WHEREAS the TOWN has agreed to allow the issuance of a building permit for the construction of (describe) on said real property upon the filing of the within notice;

WHEREAS said construction shall also comply with all other applicable Regulations and Ordinances;

NOW THEREFORE the TOWN and (Owner) on behalf of themselves, their heirs, legal representatives, successors and assigns, covenant and agree as follows:

1. The TOWN shall allow (Owner) to construct a (describe) pursuant to a building permit issued by the TOWN on the OWNER'S property on (Road); and
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of (Road); and
3. (Owner) agrees that at their expense or at the expense of themselves and other owners of property similarly located on (Road) shall be responsible for maintaining access to the subject property in a good and passable condition; and
4. That (Owner) 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 (Owner) 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 VI/Private) Highway; and
5. That (Owner) is hereby permitted to perform regular maintenance on the constructed portion of (Road) consisting of (describe, i.e. snow removal and minor surface grading). However, prior approval of the Board of Selectmen in the form of a Permit for Work in a Public Way or Place is required for (describe, i.e. excavation, digging, construction, reconstruction or the discharging of water through a conduit or any work including tree removal outside of the constructed way); and
6. That at the time that application for the allowed (describe) building permit is made, the condition of the road shall not be found to have deteriorated from (describe, i.e. that existing at the time of this Waiver and as shown on the supplied photos); and
7. That (Road) remains a (public/private) highway and (Owner) shall not act to prohibit (authorized/public) use. (For Class VI only - The TOWN retains full authority to regulate the public use of the highway, including use by (Owner) and the erection by the Town of unlocked gates or bars); and

- 8. That (Owner) assumes responsibility for transporting any children to the nearest regular school bus stop; and
- 9. That (Owner) assumes responsibility for transporting any rubbish to the nearest point of the regular rubbish collection route; and
- 10. That this approval by the Town for the issuance of the stated building permit shall expire (time period) from the recorded date of this document unless prior to that date the stated building permit is obtained, a (describe) is constructed on the subject property and a Certificate of Occupancy obtained; and
- 11. Additional sample conditions as applicable:
 - a. That (Owner) comply with any conditions imposed by the Town of (Name) to access this property for the stated use over that (Class VI/Private) portion of (Road) that lies within the Town of (Name); and

EXECUTED this _____ day of _____ (Year).

(Owner)

STATE OF (State)
COUNTY OF (County)

On this the _____ day of _____, (Year), before me, _____, the undersigned officer, personally appeared (Owner), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace
My Commission Expires: _____

Town of Belmont:

(Name), Selectman

(Name), Selectman

(Name), Selectman

STATE OF New Hampshire
COUNTY OF Belknap, ss.

On this the _____ day of _____, (Year), before me, _____, the undersigned officer, personally appeared a majority of the voting Members of the Belmont, New Hampshire, Board of Selectmen, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace
My Commission Expires: _____