

Agreement & Notice of Limits of Municipal Responsibility & Liability(ANLMRL)

AGREEMENT made this ____ day of _____, between _____, _____ Road, Salisbury, NH 03268, in Merrimack County, New Hampshire, and the Town of, Salisbury ("Town"), a New Hampshire municipal corporation.

WHEREAS, _____ are the owners of certain real property, Map____, Lot _____, off _____ Road, in Salisbury as described in deed recorded at *Book* _____, *Page* _____, at the Merrimack County Registry Of Deeds;

WHEREAS, the portion of _____ Road upon which the Owner's real property fronts is a Class VI Highway or private road; and

WHEREAS the Town will agree to issue a building permit to construct a _____ on Owner's property upon terms and conditions herein contained and upon the filing of this notice pursuant to RSA 674:41;

NOW, **THEREFORE**, as follows: the Town and Owner, for consideration, agree as follows:

1. Town shall issue a building permit to allow Owner to construct a house, to be constructed in conformity with all State and local regulations and laws, on the owners' property on _____ **Road**.
2. Town shall require driveway permits to follow same standards as required for driveway off Class V roads. Culverts not maintained or replaced by town.
3. Town shall not accept or incur responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of _____ **Road** by the Owner or those using the road for access to the Owner's property.
4. Owner shall be responsible for maintaining access to the property over the _____ **Road**, in a reasonable and safe condition.
5. Owner understands and agrees that pursuant to RSA 674:41 AND ALL OTHER APPLICABLE LAWS THE Town of Salisbury neither assumes responsibility for the maintenance of any portion of _____ Road nor liability for any damages resulting directly or indirectly from the use of that road.
6. Owner shall assume responsibility for transporting any children residing on the property to the nearest regular school bus stop.
7. Owner shall assume responsibility for maintenance and repair of _____ **Road**, and agrees that, at owner's expense, or at the expense of the owner and other owners of property similarly located on _____ **Road**, clear and maintain _____ **Road** to a width of a minimum of ____ feet plus shoulders as needed and length of ____ feet and to repair and maintain the traveled portion of _____ **Road** in a good and passable condition. (NOTE: *Other than routine maintenance - Before any road improvements or changes are done to _____ Road, permission must be given by the Board of Selectmen or its agent. Pursuant to RSA 231:21-a)*

- 7a. Definition of Routine Maintenance includes plowing, sanding, grading, raking, cleaning ditches, and culverts to owner's property only, trimming brush (1" in diameter) within 8' of the edge of roadway and trimming for power lines.
- 7b. Selectmen do not mediate for private disagreements pertaining to the class VI road useage/general maintenance.
- 8. If the road is a Class VI highway the owner shall not prohibit authorized public use.
- 9. The construction and occupancy of the house so authorized by this Agreement shall not be deemed to constitute evidence of public necessity & convenience requiring layout or alteration of _____ **Road** as a Class V Road.
- 10. This Agreement shall be binding on Owner's heirs, successors. This agreement shall remain in force so long as _____ **Road is not** legally required to be maintained by the Town. The obligation to indemnify shall apply to any incident occurring while this Agreement is in effect.

Witness

Witness

STATE OF NEW HAMPSHIRE
MERRIMACK COUNTY

Personally appeared, _____, known to me or satisfactorily proven to be the person(s) whose name is subscribed to above and stated that he/she voluntarily executed the same for the purposes therein contained.

Before me:

Justice of the Peace / Notary Public
My commission expires: _____

Witness

Selectman

Witness

Selectman

Witness

Selectman