



TOWN OF WINCHESTER

Incorporated July 2nd, 1753

1 Richmond Rd, Winchester, NH 03470
603-239-4951 ~ TDD Access: Relay NH 1-800-735-2964
www.winchester-nh.gov



AGREEMENT & RELEASE for Building Permit on CLASS VI Highway

Now comes _____
(Hereafter referred to as "**Owner**" of _____ County
of Cheshire, State of New Hampshire, and the Town of Winchester, New Hampshire (hereafter
referred to as "**the 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 at _____
Road, as stated on deed recorded at Book _____, Page _____ at Cheshire County
Registry of Deed (Tax Map _____, Lot _____),

Whereas the relevant portion of said _____
Road upon which Owners real property fronts is a Class VI Highway as classified by New
Hampshire Revised Statutes Annotated 229:5 or a private way not currently a municipal highway.
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 the Owner to construct a residence pursuant to a building permit issued by the Town on the Owner's property on _____ Road.
2. The Town neither assumes responsibility for maintenance, including snow plowing, nor liability for any damage resulting from the use of _____ Road.
3. The Owner, individual or through a neighborhood association, shall be responsible for maintaining access to the subject property and does hereby forever releases and discharge the Town, its officers, agents and employees, from 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 a municipal service, including police, fire and ambulance services, arising out of the condition of the roadway from the point wherein _____ Road is a Class VI Highway/Private Road;
4. The Owner assumes responsibility for transporting any children to the nearest regular school bus stop.
5. The Owner assumes responsibility for maintenance and repair of _____

Road, and agrees that at their expense or at the expense of themselves and other owners of the property similarly located on _____ Road, to clear and maintain the said _____ Road to a width suitable for travel, and to repair and maintain the traveled portion of _____ Road in good and passable condition.

Owner

Co-Owner

Witness:

.....
By: Town of Winchester Select Board of Winchester, New Hampshire

Chairman

Selectman

Selectman

Selectman

Selectman

Witness:

Date

State of New Hampshire County of Cheshire

On this _____ day of _____, before me, the undersigned officer, personally appeared _____

Who acknowledged themselves to be the Selectmen of the Town of Winchester, a New Hampshire municipal corporation, and that they, as such Selectmen being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Town of Winchester by themselves as such Selectmen.

Before Me:

Justice of the Peace / Notary

My Commission Expires:

Seal