
TOWN OF WINDSOR
WAIVER OF MUNICIPAL LIABILITY FOR (CLASS VI OR PRIVATE) HIGHWAY
(CLASS VI NOTICE OF CONSTRUCTION APPLICATION PURSUANT TO RSA 674:41)

NOW COMES _____ (hereinafter referred to as "LANDOWNER") of

Owner Name
_____, Town of Windsor, County of Hillsborough, State of New Hampshire and the

Property Address
TOWN OF WINDSOR (hereinafter referred to as 'TOWN'), a municipal corporation existing under the laws of the
State of New Hampshire, and agree as follows:

WHEREAS LANDOWNER is the owner of certain real property on _____ Road as stated in deed
recorded in Book _____, Page _____ at the Hillsborough County Registry of Deeds, and as identified on the Town
Property Tax Map _____ Lot No. _____ (hereinafter ROAD): and

WHEREAS the relevant portion of said ROAD, upon which the Landowner's real property fronts is a Class VI/Private
Highway as classified by New Hampshire Revised Statutes Annotated 229:5; and

WHEREAS the TOWN has agreed to allow the issuance of a Notice of Construction for the construction of
_____ on said real property upon the filing of the within notice pursuant to
Revised Statutes Annotated 674:41: and

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

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

1. The TOWN shall allow LANDOWNER to construct as described above and pursuant to a Notice of Construction issued by the TOWN on the LANDOWNER'S property on above named ROAD; and
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting from the use of above said ROAD; and
3. LANDOWNER does hereby forever release and discharge the TOWN, its officers, agents and employees from the obligation of maintaining above said Road and from any claim of any nature, whether in tort or otherwise, which LANDOWNER 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 above said Road is a Class VI/Private Highway. LANDOWNER and his heirs, successors and assigns of the property located on said ROAD agree to hold harmless and indemnify the TOWN from any and all claims, suits, costs, and other expenses including reasonable attorney fees whether brought by the LANDOWNER or third parties arising out of the use and occupation of the LANDOWNER'S property and the maintenance or repair of said ROAD, and

4. That the LANDOWNER assumes responsibility for transporting any children to the nearest regular school bus stop;
5. LANDOWNER assumes responsibility for maintenance and repair of said ROAD and agrees that at his expense or at the expense of himself and other owners of property located on the ROAD to clear, repair and reconstruct the ROAD to the standards prescribed by the Board of Selectmen and maintain that portion of said ROAD in good and passable condition.
6. LANDOWNER is hereby permitted to perform regular maintenance on the constructed portion of the above named ROAD consisting of 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 excavation, digging, construction, reconstruction or the discharging of water through a conduit or any work including tree removal outside of the constructed way; and
7. That at the time that application for the allowed above mentioned Notice of Construction is made, the condition of the ROAD shall not be found to have deteriorated; and
8. The above named 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 erection by the TOWN of unlocked gates or bars); and
9. OWNER assumes responsibility for transporting any rubbish to the nearest point of the regular rubbish collection.

All signatures must be in black ink. *OWNERS must sign in front of a Notary or Justice of the Peace.*

Owner 1 Printed Name

Owner 2 Printed Name

Owner 1 Signature

Owner 2 Signature

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared the above named Owner, either 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.

Affix Seal here:

Notary Public / Justice of the Peace

My Commission Expires: _____

TOWN OF WINDSOR by Its Selectmen, duly authorized:

Darlene Cuddy, Selectman

Gerald Needham, Selectman

Charlotte Hebert, Selectman

Date

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

On this the _____ day of _____, 20____, before me, _____,
The undersigned officer, personally appeared a majority of the voting Members of the Windsor, 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.

Affix Seal here:

Notary / Justice of the Peace

My Commission Expires: _____