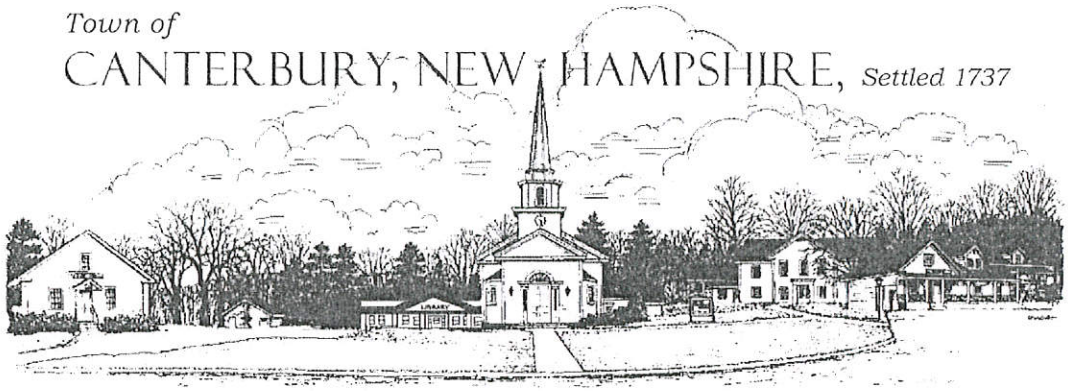


Town of
CANTERBURY, NEW HAMPSHIRE, Settled 1737



AGREEMENT AND RELEASE
BUILDING PERMIT for CLASS VI/PRIVATE HIGHWAY

NOW COMES _____, (hereinafter referred to as "Owner") of County of Merrimack, State of New Hampshire, and the Town of Canterbury (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, Tax Map _____, Lot _____, situated at _____ Road (hereinafter referred to as "SAID ROAD", as stated in a Deed Recorded in Book _____ Page _____ at the Merrimack County Registry of Deeds.

WHEREAS the relevant portion of said _____ Road upon which OWNER'S real property fronts is a Class VI Highway or Private Road as classified by New Hampshire Revised Statutes Annotated 229:5/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 OWNER'S 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 damages resulting from the use of _____ Road;
3. OWNER, individually or through a neighborhood association, 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 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 Highway/private road;
4. OWNER assumes responsibility for transporting any children to the nearest regular school bus stop;

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

Witness _____ Owner: _____ Date: _____

Witness _____ Owner: _____ Date: _____

TOWN OF CANTERBURY
By Its Selectmen, Duly Authorized

Witness _____ Selectmen: _____

Witness _____ Selectmen: _____

Witness _____ Selectmen: _____

Date: _____