

roadway or the TOWN's lack of responsibility for construction or maintenance of said roadway, including any claim grounded in the TOWN's failure to provide municipal services, including police, fire, ambulance and/or other emergency response services, resulting from the condition or lack of maintenance of the said roadway; and

4. The OWNER agrees that all maintenance of the CLASS VI ROAD shall be at his/her/their expense or at the expense of themselves and other owners of property similarly located on or served by the CLASS VI ROAD, subject to the provisions of Paragraph 5 below

5. The OWNER is hereby permitted to perform regular and routine maintenance on the CLASS VI ROAD. The Board of Selectmen does hereby APPROVE of OWNER'S performing such regular and routine maintenance as required and set forth in RSA 236:9 through 236:12. Such maintenance includes snow/ice removal, maintenance of existing ditches, shaping of the surface for drainage, grading out washboards and potholes, addition of gravel and clearing obstacles such as fallen trees and rocks. Any such maintenance exceeding the scope of "regular and routine" will be referred to the Selectboard by the Road Agent and may require engineering study at the owner's expense. Disagreements between owners using the CLASS VI ROAD to access their respective properties will be resolved by the Road Agent. However, notwithstanding the foregoing, the OWNER may NOT close the CLASS VI ROAD for any reason, whether for maintenance, construction or otherwise, without first receiving an Order (Permit) from the Board of Selectmen specifically allowing such Closure; and

6. This approval shall remain valid until the Board of Selectmen shall REVOKE such APPROVAL and OWNER is provided with Notice of such revocation; and

7. The CLASS VI ROAD remains a public highway and OWNER shall not act to prohibit or inhibit public use. The TOWN retains full authority to regulate the public use of the highway pursuant to RSA 41:11, including use by OWNER and the erection by the TOWN of unlocked gates or bars, as provided by RSA 231:21-a; and

8. The OWNER assumes all responsibility for transporting any children to the nearest regular school bus stop; and

9. The OWNER assumes all responsibility for transporting any rubbish to the appropriate transfer station or point of regular rubbish collection, noting that currently the TOWN does not provide rubbish collection to residents and, if, in the future the TOWN elects to provide rubbish collection services, such services will not be offered to any resident on a Class VI roadway; and

10. This approval by the TOWN is made in connection with the issuance of the stated zoning permit shall expire one (1) year from the recorded date of this document unless prior to that date the stated zoning permit is obtained; and

11. That in addition to the above, the Board of Selectmen have approved the construction described above, subject to specific condition(s) as follows: conditions to be listed here

12. That this Acknowledgment is signed and executed by the OWNER prior to the issuance of a zoning permit by the TOWN and this document shall be recorded in the Sullivan County Registry of Deeds and within OWNER's chain of title concerning the subject property from which said Acknowledgment shall be binding upon the OWNER as well as all future owners, heirs, executors, administrators, successor and/or assigns.

EXECUTED this _____ day of _____.

OWNER

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN, SS

On this ____ day of _____, before me, _____, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she/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:

TOWN OF SPRINGFIELD BOARD OF SELECTMEN

By _____