Town of Springfield 2750 Main Street, PO Box 22 Springfield, New Hampshire 03284

from the use of the CLASS VI ROAD; and

NOTICE OF THE LIMITS OF MUNICIPAL RESPONSISIBLITY AND LIABILITY FOR CLASS VI HIGHWAY IN CONNECTION WITH A ZONING PERMIT APPLICATION PURSUANT TO RSA 674:41,I(c)

NOW COMES and the TOWN OF SPRINGFI New Hampshire, and agree as	ELD, New Hampshi	("OWNER") of re ("TOWN"), a municipal	add corporation existing	under the laws of the State of	
WHEREAS, OWNER possess at Book, Page No as Lot No	at the Sullivan Co	unty Registry of Deeds, an	e of road d as identified on the	, as stated in deed recorded TOWN Property Tax Map	
WHEREAS, the relevant portion OWNER's real property fronts				OAD") upon which the	
WHEREAS, the Town of Springfield Board of Selectmen, after review and comment by the Springfield Planning Board, on August 28, 2017, adopted a policy pursuant to RSA 674:41, I(c) permitting buildings upon Class VI Roads; and					
WHEREAS said OWNER's construction shall also comply with all other applicable Regulations and Ordinances; and					
WHEREAS the TOWN and O and agree as follows:	WNER on behalf of	themselves, their heirs, leg	al representatives, suc	ccessors and assigns, covenant	
1. The TOWN shall allow OW issued by the TOWN on the O' of the Town of Springfield; con	WNER's property on	the CLASS VI ROAD, th	e said permit to be iss	ued and on file at the Offices	
2. The TOWN neither assumes responsibility for maintenance, including snow plowing, nor liability for any damages resulting					

3. The OWNER does hereby acknowledge that, pursuant to State statutes including but not limited to RSA 674:41, I(c)(2) and RSA 231:93, the TOWN, its officers, agents, and employees shall NOT assume any responsibility nor legal obligation for maintaining the CLASS VI ROAD and are not, as well as shall not be, liable under any claim of any nature, whether in tort or otherwise, which OWNER might have against the TOWN for any loss or damage, arising out of the condition of the Class VI

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

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and this document shall be recorded in the Sullivan County R subject property from which said Acknowledgment shall be be executors, administrators, successor and/or assigns.	Registry of Deeds and within OWNER's chain of title concerning the binding upon the OWNER as well as all future owners, heirs,
EXECUTED this day of	
	OWNER
STATE ON NEW HAMPSHIRE	
COUNTY OF SULLIVAN, SS	
On thisday of, befor personally appearedknow subscribed to the within instrument and acknowledged that he	re me,, the undersigned officer, rn to me (or satisfactorily proven) to be the person whose name is e/she/they executed the same for the purposes therein contained. In
witness whereof, I hereunto set my hand and official seal	y more me same to the purposes more in contained. In
TOWN OF SPRINGFIELD BOARD OF SELECTMEN	Notary Public/Justice of the Peace My Commission Expires:
Ву	