

**NOTICE OF LIMITS OF MUNICIPAL RESPONSIBILITY AND LIABILITY**

NOW COMES \_\_\_\_\_ (hereinafter referred to as ("OWNER")) \_\_\_\_\_  
\_\_\_\_\_ and the Town of New Durham ( hereinafter referred  
to as ("TOWN")), a municipal corporation existing under the laws of the State of New Hampshire, and  
agrees as follows:

WHEREAS \_\_\_\_\_ is the owner of certain real property on \_\_\_\_\_  
\_\_\_\_\_ as stated in a deed recorded  
Book \_\_\_\_\_, Page \_\_\_\_\_ at the Strafford County Registry of Deeds;

WHEREAS the relevant portion of said \_\_\_\_\_ upon which the OWNER's real  
property fronts is a Private Road under New Hampshire Revised Statutes Annotated 674:41;

NOW THEREFORE the TOWN and OWNER, on behalf of himself, his heirs, legal representatives,  
successors, and assigns, covenant and agree as follows:

- 1.) The TOWN shall allow OWNER to construct a residence pursuant to a building permit issued by the  
TOWN on \_\_\_\_\_;
- 2.) Since this is private road, the TOWN neither assumes responsibility for maintenance, including snow  
plowing, nor liability for any damages resulting from its use;
- 3.) There is no school bus service over \_\_\_\_\_;
- 4.) That OWNER assumes responsibility for maintenance and repair of \_\_\_\_\_,  
and agrees that at his expense or at the expense of himself and other owners of property similarly  
located on \_\_\_\_\_, to clear and maintain the said  
\_\_\_\_\_ to a width of not less than twenty (20) feet, and repair and maintain  
the traveled portion of \_\_\_\_\_ in a good and passable  
condition.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness