

TOWN OF GILMANTON, NEW HAMPSHIRE

**Agreement and Release Regarding
Building Permit for Property Abutting a Class VI or Private Road**

NOW COME Justin Chojnacki

(hereinafter referred to jointly or severally as "owner") with a residential address of 31 Fletcher St, Ayer, MA 01432, and the Town of GILMANTON, New Hampshire (hereinafter referred to as "town"), a municipal corporation existing under the laws of the State of New Hampshire with an address of 503 PROVINCE RD, GILMANTON, NH, and agree as follows:

WHEREAS, owner owns certain real property (Tax Map 119 Lot 53) which abuts Locust Ave, conveyed to said owner by a Deed recorded at Book 3541 Page 223 at the Belknap County Registry of Deeds; and

WHEREAS, the relevant portion of said Locust Ave, upon which owner's real property fronts is a Class VI or private road that has not been approved by the legislative body of the Town of GILMANTON as a Public Road, so that the owner's property is therefore subject to the building restrictions imposed under RSA 674:41 and Zoning Ordinance Article VII.C:1a;

NOW 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 to construct a single family residence on the property identified above subject to the terms and conditions of the Zoning Board of Adjustments and of a building permit to be issued by the town.

2. The parties understand and agree that town assumes no responsibility for maintenance, including but not limited to snowplowing, of said Locust Ave

and no liability for any damages arising from the use of said road.

3. Owner agrees to be responsible for maintaining access to the subject property and does hereby forever release and discharge the town, its officers, agents and employees: (1) from the obligation of maintaining said Locust Ave ; and (2) from any loss, damage, claim or expense of any kind or nature whatsoever arising directly or indirectly from the condition of said road, including but not limited to any loss, damage, claim or expense arising from failure to provide any municipal services such as police, fire and ambulance services.

4. Owner hereby assumes responsibility for transporting any children who may now or in the future reside on the property to the nearest regular school bus stop.

5. The parties understand and agree that this Agreement and Release shall be recorded at the BELKNAP County Registry of Deeds before the building permit is issued, as required under RSA 674:41, I(c)(3).

IN WITNESS WHEREOF the parties have hereunder set their hands this 29th day of August, 2023

Bre Daigneault
Witness: Bre Daigneault

Justin Chojnacki
Owner: Justin Chojnacki

Witness: _____

Owner: _____

TOWN OF GILMANTON

IN WITNESS WHEREOF the parties have hereunder set their hands this _____ day of _____

Witness: _____

By: _____
Mark Warren, Selectmen

Witness: _____

By: _____
Vincent Baiocchetti, Selectmen

Witness: _____

By: _____
Evan Collins, Selectmen