

Return to:
Town of Strafford
12 Mountain View Dr.
Strafford, NH 03884

**WAIVER AND RELEASE OF MUNICIPAL LIABILITY AND
RESPONSIBILITY**

NOW COMES _____, LLC of _____, lessee of property located at _____ at Tax Map ____, Lot ____, Strafford, New Hampshire (hereinafter "Lessee") and _____ owner of the property located at _____ at Tax Map __, Lot __, Strafford, New Hampshire (hereinafter "Owner") and state as follows:

WHEREAS, Lessee is the lessee of a section of land of a certain real property located at _____ at Tax Map __, Lot __, Strafford, New Hampshire (hereinafter "Property") on the records at said Town of Strafford (hereinafter "the Town") and recorded at Book ____, Page _____ at the Strafford County Registry of Deeds with the Lease recorded at Book _____ Page _____ at the Strafford County Registry of Deeds;

WHEREAS, Lessee proposes to construct a _____ foot private access way ("Access Way") and a wireless communications tower ("Tower Facility") off of a certain portion of _____ Road where that Access Way is not maintained by the Town;

WHEREAS, the Strafford Planning Board approved a Site Plan for the Tower Facility on _____, with conditions, with one of those conditions being that the Lessee and Owner execute a Waiver of Municipal Liability with regard to the Access Way;

NOW THEREFORE, Lessee and Owner (on behalf of themselves, their heirs, legal representatives, successors, agents, employees and assigns) agree to be bound as follows and that such conditions shall run with the land and be binding upon all subsequent Lessees and Owners of said Property:

- I. The Town neither assumes responsibility for maintenance including but not limited to snow plowing or snow removal, nor liability for any damages resulting from the use of the Access Way, a private way;
- II. Lessee shall be responsible for maintaining access to the Tower Facility site and Lessee and Owner do hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining the Access Way, a private way, and from any claim of any nature, whether in tort or otherwise, which Lessee or Owner might have against the Town for any loss or damage, including those incurred through failure to provide a municipal service, including, but not limited to, police, fire and ambulance services, arising out of the Access Way;
- III. Lessee and Owner assume responsibility for maintenance and repair of the Access Way for purposes of access to the Tower Facility;
- IV. The construction of the Tower Facility approved by the Planning Board and the terms of this waiver shall not be deemed to constitute evidence of public necessity and convenience requiring layout or alteration of the Access Way; and
- V. This Release and its terms shall be binding on Owner's heirs, successors and assigns and upon Lessee's officers, agents, employees, transferees, assigns and successors.

Date: _____, 2023 _____

LLC

_____,
 By: _____
 Title: _____
Duly Authorized

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, duly authorized as _____, for _____, LLC, known to me as, or satisfactorily proven to be, the person executing the same.

Peace/Notary Public

 Justice of the
 My commission expires:
 Stamp:

Date: _____, 2023 _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, known to me as, or satisfactorily proven to be, the person executing the same.

Peace/Notary Public

Justice of the

My commission expires:
Stamp:

Acknowledged:
Town of Strafford, Board of Selectmen:

Date: _____, 2023 _____

Lynn Sweet, Chair

Brian Monahan

Chris Garcia

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Lynn Sweet, Brian Monahan, and Chris Garcia, known to me as, or satisfactorily proven to be, the person executing the same, in their capacity as Selectmen for the Town of Strafford.

Peace/Notary Public

Justice of the

My commission expires:
Stamp: