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24.37

A&T FOREST PRODUCTS INC
445 RT 101
BEDFORD NH 03110

**Stipulation and Release Regarding Building
Permit for Class VI Highway**

This Stipulation and Release made this 1st day of DECEMBER, 2003 by and between **Town of Wilton**, a municipal corporation with a mailing address of P.O. Box 83, Wilton, New Hampshire and **A&T Forest Products, Inc.** with a mailing address of 445 Rt. 101, Bedford, New Hampshire (hereinafter referred to as "A&T")

WHEREAS, A&T is the owner of certain real property located on Stiles Farm Road a/k/a Old Peterborough Road a/k/a Frye Mill Road (hereinafter referred to as "Old Peterborough Rd."), Wilton, New Hampshire as described as the second tract in deed recorded at Volume 6355, Page 24 of the Hillsborough County Registry of Deeds;

WHEREAS, the Old Peterborough Rd. is a Class VI highway providing access to A&T's property;

WHEREAS, A&T has applied for a building permit to construct a single family house with appurtenant structures on said parcel; and

WHEREAS, the issuance of a building permit is subject to the provisions of RSA Chapter 647, Section 41.

NOW THEREFORE, the said A&T, by this Agreement, stipulate with and release the Town of Wilton as follows:

1. The premises shall be used solely for single-family residential purposes and ancillary uses.
2. Neither the Town of Wilton nor any department, officer or employee thereof shall assume liability and/or shall be responsible for the maintenance, passability or condition of the road providing access to said parcel.
3. Neither the Town of Wilton nor any department, officer or employee thereof shall be liable for any damages to any person or entity including, but not limited to, A&T, together with its successors, assigns, personal

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representatives, guests or invitees, for personal injuries including death and dismemberment and/or property damage as a result of the maintenance, passability or condition of the road.

4. Neither the Town of Wilton nor any department, officer or employee thereof shall be liable for any damages to any person or entity including, but not limited to A&T, together with its successors, assigns, personal representatives, guests or invitees, for personal injuries including death and dismemberment and/or property damages as a result of the inability of the Town of Wilton or any other person or entity to access said parcel and/or to travel on the road accessing said parcel in order to provide school transportation, police, fire emergency, medical and/or ambulance services, all as a result of the maintenance, passability or condition of the road.
5. A&T for itself, its heirs, successors and assigns agrees to indemnify and hold harmless the Town of Wilton and/or any department, officer or employee thereof from any claim of loss, expense, or damage, including school transportation, attorney's fees and court costs, arising out of, directly or indirectly, any liability imposed upon the Town of Wilton, any department, officer or employee by reason of the maintenance, passability or condition of Old Peterborough Road.
6. The rights, privileges, responsibilities and liabilities of A&T hereunder shall be binding on itself, its successors and assigns and shall run with the Premises and be binding upon any and all parties having any interest therein in the future in perpetuity.
7. This Agreement shall be recorded at the Hillsborough County Registry of Deeds and indexed under the grantor index under the name of A&T Forest Products, Inc.
8. This Agreement constitutes the entire understanding between the Town of Wilton and A&T. This Agreement can only be amended by document executed by the Town and A&T and its successors in interest. This

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Agreement is material to the issuance of the building permit to A&T by
the Town of Wilton.

Executed the day and year first above written.

Town of Wilton
By Its Board of Selectmen

Margaret S. Am
Witness

Jerry Greene
Jerry Greene, Selectperson

Margaret S. Am
Witness

Stuart Draper
Stuart Draper, Selectperson

Margaret S. Am
Witness

Robert MacFarland
Robert MacFarland, Selectperson

A&T Forest Products, Inc.

Alan D. Stevens
Witness

By: Alan D. Stevens
Alan D. Stevens, President

BK 7133PG0941

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 1 day of
Dec, 2003 by (name) Robert MacFarland, Selectman of the TOWN
OF WILTON.

James L. Stevens
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE PARRELL, Notary Public
My Commission Expires October 26, 2008
10122108

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 1st day of Dec, 2003 by (name) Stuart Draper, Selectman of the TOWN OF WILTON.

[Signature]
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE FARRELL, Notary Public
My Commission Expires October 28, 2008
10/22/08

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 1st day of Dec, 2003 by (name) Jerry Greene, Selectman of the TOWN OF WILTON.

[Signature]
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE FARRELL, Notary Public
My Commission Expires October 28, 2008
10/22/08

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 20th day of November, 2003 by Alan D. Stevens, President of A&T Forest Products, Inc.

[Signature]
Name: J. ALEXANDER MacMARTIN JR
Office: Justice of the Peace
My Commission Expires: 5/10/2005

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Executed the day and year first above written.

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By Its Board of Selectmen

Margaret Sam
Witness

Jerry Greene
Jerry Greene, Selectperson

Margaret Sam
Witness

Stuart Draper
Stuart Draper, Selectperson

Margaret Sam
Witness

Robert MacFarland
Robert MacFarland, Selectperson

A&T Forest Products, Inc.

Witness

By: Alan D. Stevens
Alan D. Stevens, President

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 1 day of
Dec, 2003 by (name) Robert MacFarland, Selectman of the TOWN
OF WILTON.

Jane Keefe Farrell
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE FARRELL, Notary Public
My Commission Expires October 26, 2008
10/22/08

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State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 14 day of
Dec, 2003 by (name) Stuart Draper, Selectman of the TOWN
OF WILTON.

Jane Keefe Farrell
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE FARRELL, Notary Public
My Commission Expires October 28, 2008
10/22/08

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 1st day of
Dec, 2003 by (name) Jerry Greene, Selectman of the TOWN
OF WILTON.

Jane Keefe Farrell
Name: _____
Office: _____
My Commission Expires: _____

JANE KEEFE FARRELL, Notary Public
My Commission Expires October 28, 2008
10/22/08

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County of Hillsborough

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J. Alexander MacMartin Jr.
Name: J. ALEXANDER MACMARTIN JR
Office: Justice of the Peace
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