|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SECONDARY ROAD RIGHT OF WAY AGREEMENT | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| THIS INSTRUMENT DRAWN BY: | | | | | |  | | | | | CHECKED BY: | | | |  | | | |
|  | | | | | | | | | | | | | | | | | | |
| RETURN TO: | | Division R/W Agent, NCDOT | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| NORTH CAROLINA | | | | |  | | | PARCEL: | | | | | |  | | | | |
| COUNTY OF | |  | | | | |  | WBS ELEMENT: | | | | | |  | | | | |
| TOWNSHIP OF | | |  | | | |  | SECONDARY ROAD NO.: | | | | | |  | | | | |
|  | | | | | | | | NAME OF ROAD: | | | | | |  | | | | |
|  | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| the undersigned owners of that certain property described in Deed Book | | | | | | | | | | | | |  | | | at Page | |  |
| in the Register of Deeds Office of | | | | | |  | | | | County, and bounded by | | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | |
| recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the North Carolina Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows: | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
|  | feet | | | in width measured | | | feet | | on each side of the centerline of said proposed road, | | | | | | | | | |
| and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control and drainage of road. | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| It is understood and agreed that the centerline of the | | | | | | | | | | | | foot | | right of way hereinabove has | | | | |
| been staked out upon the property of the undersigned and that the centerline of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein, except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N.C. Administrative Code 19A NCAC 02E.0404. | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever. | | | | | | | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
| IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the | | | | | | | | | | | | | | | | | | | | | | |  | | day of |
|  | , 20 |  | | . | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | (SEAL) | | | |  | | | | | | | | | | | | | | (SEAL) | |
|  | | | | | | | | | |  | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY: | | | | | | |  | | | | | | | | | | | | | | | | | | |
|  | | | | | | | (President) | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | North Carolina, | | | | |  | | | | | County | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | I, | | |  | | | | | | | | | | , a Notary Public for | | | | | | | | | |
|  | | |  | | | | | | County, North Carolina, do hereby certify that | | | | | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | personally appeared before me this day and acknowledged the due execution of the foregoing instrument. | | | | | | | | | | | | | | | | | | | | | | |
|  | | | Witness my hand and official seal this the | | | | | | | | | | | | | | | |  | | | day of | | | |
|  | | |  | | | | | | | | , 20 |  | | . | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | |  | |  | | | | | | | | | | | |  | | | | | | | | |
|  | | |  | | Notary Public | | | | | | | | | | | |  | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
| (Official Seal) | | |  | | My commission expires: | | | | | | | |  | | | | | | | |  | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | North Carolina, | | | | |  | | | | | County | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | I, | | |  | | | | | | | | | | , a Notary Public for | | | | | | | | | |
|  | | |  | | | | | | County, North Carolina, do hereby certify that | | | | | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | personally came | | | | | |
|  | | | before me this day and acknowledged that he/she is president of | | | | | | | | | | | | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | , a corporation, and that he/she, | | | | | | | | | | |
|  | | | as president, being authorized to do so, executed the foregoing on behalf of the corporation. | | | | | | | | | | | | | | | | | | | | | | |
|  | | | Witness my hand and official seal this the | | | | | | | | | | | | | | | |  | | | day of | | | |
|  | | |  | | | | | | | | , 20 |  | | . | | | | | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | |  | |  | | | | | | | | | | | | |  | | | | | | | |
|  | | |  | | Notary Public | | | | | | | | | | | | |  | | | | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
| (Official Seal) | | |  | | My commission expires: | | | | | | | |  | | | | | | | |  | | | | |
|  | | |  | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | |