

SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

RETURN TO: Division R/W Agent, NCDOT

NORTH CAROLINA  
COUNTY OF ORANGE  
TOWNSHIP OF HILLSBOROUGH

PARCEL NO.: \_\_\_\_\_  
WBS ELEMENT: \_\_\_\_\_  
SECONDARY ROAD NO.: \_\_\_\_\_

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 existing road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of 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 existing road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control and drainage of the road.

It is understood and agreed that the        foot right of way hereinabove referred is along the centerline of the existing road across property of the undersigned. 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.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

COUNTY: \_\_\_\_\_ WBS ELEMENT: \_\_\_\_\_ PARCEL NO.: \_\_\_\_\_

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)

(Official Seal)	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
	My commission expires: _____
(Official Seal)	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
	My commission expires: _____