

## **ROAD TRANSFER AGREEMENT**

**THIS ROAD TRANSFER AGREEMENT (“Agreement”)** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Maryland Department of Transportation State Highway Administration (“SHA”)**, party of the first part, and **City of Hyattsville, Maryland** (the “**City**”), a body corporate and politic, party of the second part.

**WHEREAS**, pursuant to Section 8-304 of the Transportation Article of the Annotated Code of Maryland, **SHA** and a political subdivision may, from one to the other, transfer title to, jurisdiction over, and responsibility for the maintenance of any State highway or county road, or portion of either.

**WHEREAS**, **SHA** agrees to transfer to and the **City** agrees to accept from the other the hereinafter described sections of highway or road as integrals part of their respective highway or road system.

**WHEREAS**, the parties hereto wish to evidence their understanding regarding the above.

**NOW, THEREFORE THIS AGREEMENT WITNESSETH**, that for and in consideration of One Dollar (\$1.00) payable by each party unto the other, the receipt and adequacy of which are hereby acknowledged, and in further consideration of the conditions set forth herein, **SHA** and the **City** agree as follows:

1. **SHA** agrees to transfer unto the **City**, and the **City** agrees to accept from **SHA** title to, jurisdiction over, and responsibility for the maintenance of certain sections of State highway and mileage, hereinafter collectively referred to as the “**SHA Roadways**” as described below:

- **MD 208 (Hamilton Street):** From the intersection with MD 500 (Queen's Chapel Road) to the intersection with 38th Ave (MD 208). The intersection/traffic signals would not be included. For the total length 2,262.24 ft or 0.4285 miles, more or less.

**Total Distance:** 0.4285 miles, more or less

**2. SHA's transfer of the SHA Roadways to the City is subject to the following conditions:**

- A. The effective date of the transfer of responsibility for maintenance shall be the date of execution of this **Agreement**.
- B. The **SHA Roadways** will be included in the **City's** inventory as of December 1<sup>st</sup> of the year referred to in Item "A" above.
- C. The basis for the allocation of highway user revenue funds to the **City** will include the **SHA Roadways** beginning July 1<sup>st</sup> of the year following the date as set forth in Item "B" above.
- D. The transfer of the **SHA Roadways** is made on an "as-is" basis and shall include any and all of the existing right-of-way and all appurtenances.
- E. The **City** hereby accepts jurisdiction over and responsibility for maintenance of the **SHA Roadways** as of the effective date of transfer as set forth in Item A above; jurisdiction over the **SHA Roadways** includes regulatory authority, including the right to limit the width and location of existing access points, the requirement that an entrance from any commercial or industrial property may not be made into the **SHA Roadways** except in accordance with a permit, and the requirement that permits must be acquired before working within and across the **SHA Roadways**.

3. **SHA** will prepare a deed conveying and releasing all of its rights, title, and interests in ownership of the **SHA Roadways**, subject to the approval of the Board of Public Works. A copy of the proposed deed along with any related plats will be presented to the **City** for review, with the understanding that **SHA** will execute and record the deed unless notified of any errors in the deed or Plats within thirty (30) days of the **City's** receipt thereof.
4. This Agreement may be modified and/or amended only with the consent of both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Road Transfer Agreement to be executed by their proper officers thereunto duly authorized the day and year first written.

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_

C. Scott Pomento  
Director, Office of Planning and  
Preliminary Engineering

**RECOMMENDED FOR APPROVAL**

**Approved as to form and legal sufficiency**  
**this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Jane Heming, Manager  
Property Asset Management Division

\_\_\_\_\_  
Ellen Kutzer  
Assistant Attorney General

**WITNESS:**

**CITY OF HYATTSVILLE, MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Tracey Douglas  
City Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**REVIEWED AND APPROVAL  
RECOMMENDED**

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Hal Metzler, Deputy Director  
Department of Public Works, City of Hyattsville