

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT, hereinafter referred to as the “Agreement,” is made this ____ day of _____, 20____, by and between City of Hyattsville, a municipal corporation of the State of Maryland, located at 4310 Gallatin Street, Hyattsville, Maryland 20781, hereinafter referred to as the “City,” and Prince George’s County, Maryland, a body corporate and politic of the State of Maryland, located at 1301 McCormick Drive, Largo, Maryland 20774, hereinafter referred to as the “County,” both individually hereinafter referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on _____, 2022, certain real property located within Prince George’s County, Maryland was dedicated to the City by a developer, Dewey L.C., hereinafter referred to as “Developer,” a portion of which is located approximately sixty (60) feet on the east side of the intersection between Belcrest Road and Toledo Terrace/Melville Street measured from the existing County right-of-way along Belcrest Road and is more particularly depicted in Exhibits A and B of this Agreement, hereinafter referred to as the “Easement Premises;”

WHEREAS, the Easement Premises is also located within the municipal boundaries of the City;

WHEREAS, Developer sought approval of a conceptual site plan, two preliminary plans of subdivision, and two detailed site plans, *i.e.*, CSP-00024, PPS 4-18022, PPS 4-19033, DSP-19050, and DSP-19050-01, hereinafter referred to as the “Plans,” all of which were approved by the Prince George’s County Council Sitting as the District Council and all of which involve or apply to the Easement Premises;

WHEREAS, Developer is in the process of developing a property adjacent to and including the Easement Premises pursuant to the Plans;

WHEREAS, the County approved the installation of a traffic signal and traffic control equipment and other devices (including signs and pavement markings), hereinafter collectively referred to as the “Facilities,” on the Easement Premises in the locations depicted and described in Exhibits A and B;

WHEREAS, the installation, operation and maintenance of the Facilities require that the City grant to the County a permanent easement for the installation, operation and maintenance of the Facilities upon the Easement Premises.

NOW, THEREFORE, the City and County agree as follows:

FIRST, in exchange for the sum of One Dollar (\$1.00) and in consideration of the mutual covenants and obligations contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City hereby grants and conveys unto the County, its successors and/or assigns, the non-exclusive perpetual easement for traffic signalization, including the right to build, construct, install, operate, keep and maintain traffic

signal facilities, equipment and all appurtenances incidental thereto, *i.e.*, the Facilities, under, in, over and upon the Easement Premises at no expense to the City;

SECOND, the City warrants this easement and right of way and will execute any further assurance or rights of entry as may be required to establish this easement in accord with the provisions set forth herein;

THIRD, notwithstanding anything contained herein to the contrary, the City hereby reserves the right to use, and permit others to use, any surface or subsurface areas within the Easement Premises so long as such use does not materially interfere with the County's use of the Easement Premises;

FOURTH, the County agrees that by the acceptance of this easement grant that it shall bear the full expense of restoring the surface area of the Easement Premises to the same condition existing thereon at the time of the grant of this easement prior to any activities by the County that alter the surface area of the Premises, except to the extent that the Facilities are constructed or installed upon the surface of the Easement Premises pursuant to the rights granted herein. The County agrees to repair any actual damages to improvements on the Easement Premises and property adjacent thereto owned by the City that may result from the County's entry upon the Easement Premises;

FIFTH, any activity of the County on the Easement Premises shall be performed by the County in an expeditious manner consistent with generally accepted construction practices so as to minimize interference with any of the City's operations on the Easement Premises or any property adjacent thereto owned by the City;

SIXTH, the City further warrants that it owns the fee title to the Easement Premises and that the City has full power and authority to enter into this Agreement and grant the rights and powers set forth herein;

SEVENTH, the easement granted herein shall include the perpetual right to enter upon the Easement Premises at any time the County, its successors or assigns, may see fit to repair, replace or maintain the Facilities;

EIGHTH, the provisions of this Agreement are subject to all existing matters of record. The easement and provisions contained herein shall be continuing covenants running with the land;

NINTH, the Facilities shall be and remain the property of the County, subsequent to their installation;

TENTH, the County shall provide, at the County's sole cost and expense, all repairs, maintenance, improvements and replacements of the Facilities. The County shall have the sole authority and discretion to operate and control the Facilities, including but not limited to, setting traffic signal timings as the County reasonably deems proper. The County shall also be responsible at the County's sole cost and expense, for all other necessary repairs, maintenance, improvements and replacements of the Facilities and related components, as determined by the County in its sole reasonable discretion;

ELEVENTH, the County shall be responsible for obtaining all necessary permits and/or other approvals concerning its installation and operation of the Facilities that may be required by local, federal, or state law. The County agrees that, with respect to its installation of the Facilities and any modifications to the Easement Premises related thereto, that it will comply with all applicable and pertinent Federal, State, and County laws, regulations, and/or ordinances;

TWELFTH, the County, its successors and assigns, agree to indemnify and hold harmless the City against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorneys' fees, which the City may suffer or be required to pay by reason of the act or omission of the County, its agents, servants, employees, and contractors or arising out of or in connection with, directly or indirectly, this Agreement, or the County's use of the Facilities, except for any damage or loss arising solely out of the negligent acts of the City, its agents, assigns, or employees;

THIRTEENTH, any notices to be given hereunder shall be in writing, shall be delivered personally or by regular overnight courier service, or by certified mail, postage pre-paid, addressed to the respective parties at the addresses set forth at the beginning of this Agreement, or any successor at any address which they shall give notice of to the other party;

FOURTEENTH, that this easement and right of way shall have priority over any subsequently recorded easements or rights of way, including but not limited to public utility easements or easements granted to private companies or persons; and

FIFTEENTH, this transfer is exempt from documentary tax stamps pursuant to Maryland Code, Tax-Property § 12-108(a)(1), as it consists of a transfer of title to a political subdivision in the State of Maryland.

[The remainder of this page is intentionally left blank—signature page follows]

WITNESS this ____ day of _____, 2022, the hands and seals of the Parties:

Witness

Prince George's County

Witness

Tracey Douglas
City Administrator
City of Hyattsville

THIS IS TO CERTIFY that the within instrument was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of Maryland.

E.I. Cornbrooks, IV
City Attorney, City of Hyattsville