ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, hereinafter referred to as this "Agreement," made this 15TH day of MARCH, 20 16, by and between the Maryland Department of Transportation, acting for and on behalf of itself, and its modal administrations, the Maryland Transit Administration ("MTA") and the Maryland State Highway Administration ("SHA"), hereinafter referred to collectively as "MDOT," and Montgomery County, Maryland, a body corporate and politic, hereinafter referred to as the "County."

WHEREAS, under Transportation Section 8-304 of the Annotated Code of Maryland, the County is empowered to transfer title to, jurisdiction over or responsibility for the maintenance of any County road, or portion thereof, to MDOT, through SHA, and MDOT, through SHA, is empowered to agree to accept title to, jurisdiction over, or responsibility for the maintenance of, any County road, or portion thereof, from the County.

WHEREAS, the County has agreed to transfer to MDOT, the hereinafter described sections of County roads, and MDOT has agreed to accept same as an integral part of the State system of highways and roads.

NOW, THEREFORE, in consideration of One Dollar ($1.00) payable by each party unto the other, the receipt and sufficiency of which is hereby acknowledged by the parties and in consideration of the terms set forth herein, the parties agree as follows:

1. The County hereby agrees to transfer to MDOT and MDOT hereby agrees to accept from the County title to, jurisdiction over, and responsibility for the maintenance of, the following described sections of County roads and mileage as part of the State system of highways and roads, including the returns on all intersecting roads and streets, hereinafter collectively referred to as "Transferred Roads" consisting of:

a) Bonifant Street from and including its intersection with Ramsey Avenue to the west side of US 29 – Georgia Avenue, and from the east side of US 29 – Georgia Avenue to and including its intersection with Fenton Street, shown and set forth on ROW Plat Nos. 59219, 59220, and 59221, **a total distance of 0.30± miles**;

b) Wayne Avenue from east of US 29 – Georgia Avenue to and including the intersection of Wayne Avenue and Flower Avenue, shown and set forth **in part** on ROW Plat Nos.

59221 through 59228, **a total distance of 1.60± miles**;

c) Arliss Street from and including its intersection with Flower Avenue to north side of MD 320 - Piney Branch Road, shown and set forth on ROW Plat Nos. 59230, 59231, and 59232, **a total distance of 0.30± miles.**

<u>The Total Mileage to MDOT</u> is 2.20± miles.

2. The Transferred Roads will be transferred as is and the effective date of the transfer of jurisdiction and maintenance of the Transferred Roads to MDOT from the County will be the effective date of this Agreement, except that the County will remove snow and treat ice on the Transferred Roads until July 1, 2016.
3. After the parties have reviewed and approved the deed, the County will execute the deed and record it with the Land Records of the County, at no cost to either party.
4. Notwithstanding any delay in effectuating the conveyance of the Transferred Roads, the transfer of jurisdiction and maintenance from the County to MDOT shall be effective as of the date of this Agreement, except as otherwise provided in paragraph 2.
5. MDOT will ensure that the Purple Line is designed to conform to the County's posted speed limits at the time of transfer, and that speed limits previously established by the County shall be maintained by MDOT. Any future changes to the posted speed limits shall be made in consultation with the County and the impacted community.
6. MDOT will consult with the County on decisions related to the design and operation of the Transferred Roads and shall consider any needs expressed by adjoining, abutting, or impacted communities, including, but not limited to:

- the preservation of safe pedestrian crossings, particularly in the vicinity of schools;
- changes to on-street parking regulations; and
- allowing and restricting turning movements at intersections.

7. Title to the Transferred Roads will revert to the County if either of the following conditions subsequent occurs:

   a. the Transferred Roads cease to be used for the Purple Line; or

   b. the Transferred Roads are not used for a public purpose.

8. The parties reasonably expect that the Transferred Roads will be owned, operated, and managed as public roads similar to other public roads financed with tax exempt obligations. The parties agree that they will not knowingly take any action that would have an adverse effect on the tax exempt status of any tax exempt obligations the County might issue to finance the construction or improvements to the Transferred Roads.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers the day and year above written.

ATTEST:

_____

MONTGOMERY COUNTY, MARYLAND

By: _____ (SEAL)
Name Ramona Bell-Pearson 3/3/16 Date
Title

Approved as to form and legal sufficiency this 2nd day of MARCH, 20 16.

_____
For the Office of the County Attorney

WITNESS:

_____

MARYLAND DEPARTMENT OF TRANSPORTATION

By: _____ (SEAL)
Pete K. Rahn Date
Secretary

Approved as to form and legal sufficiency this 11th day of March, 20 16.

_____
Assistant Attorney General

2015.11.09.0933