

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT, made this day of XXXX 2023, by and between the MARLBOROUGH TOWNE HOMEOWNERS ASSOCIATION, INC. , a body corporate and politic, hereinafter referred to as the "HOA", party of the first part, and the Town of Upper Marlboro, a public body corporate and politic, hereinafter referred to as the "Town", party of the second part.

WHEREAS, pursuant to § 5-204 of the LG Art., of Md. Ann. Code, a municipality by ordinance may acquire by conveyance any real property needed for a public purpose; and

WHEREAS, under the authority contained in §82-81 of the Charter of the Town of Upper Marlboro, the Town is empowered to agree to accept title to, jurisdiction over, and responsibility for the maintenance of any road within the Town's corporate limits; and

WHEREAS, pursuant to § 82-64 of the Charter, the Town has the power to establish, regulate, and change the physical characteristics of public ways in the Town; and

WHEREAS, the HOA has agreed to transfer to the Town the hereinafter described road that was constructed by or for the HOA, and the Town has agreed to accept the roads as an integral part of the Town's public road system; and

WHEREAS, the parties by this Agreement desire to evidence their understanding regarding the transfer.

NOW, THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of One (\$1 .00) Dollar payable by each party unto the other, the receipt and adequacy of which is hereby acknowledged by the parties, and in further consideration of the conditions hereby set forth, the parties hereto agree as follows:

- 1) The HOA does hereby agree to transfer unto the Town by quit claim deed, and the Town does hereby agree to accept from the HOA ownership of, jurisdiction over and, except as provided below, responsibility for the maintenance of the following described sections of HOA highway and mileage, hereinafter referred to as the "Roadways" as described below:

Marlborough Town HOA to the Town of Upper Marlboro

Transfers the complete travel lanes, from curb to curb, including any parallel parking spaces, of Marlborough Lane, Marlborough Circle, Marlborough Grove, and Marlborough Terrace, not inclusive of private parking spaces (multiple recessed, perpendicular spaces partially surrounded by landscaping) which will remain in the ownership of the HOA. The HOA will be responsible for maintenance of said parking spaces.

Metes and Bounds Description

Marlborough Lane being ...

Marlborough Circle ...

Marlborough Gove ...

Marlborough Terrace ...

- 2) Transfer of the Roadway to the Town is subject to the following conditions:
 - a. The effective date of transfer of the Roadways to the Town shall be upon conveyance and delivery, and Town's acceptance of a quitclaim deed to the Roadways.
 - b. The Roadways will be included in the Town's roads inventory as of the effective date of the transfer.
 - c. The basis for the allocation of funds from the Maryland State Highway Administration to the Town will include the Roadways (linear miles) beginning July 1 of the year following the date as outlined in Item B above.
 - d. The transfer of the Roadways to the Town is made on an "as-is" basis, including, the existing condition of the roadway as of the effective date of the transfer.
 - e. The Town will accept jurisdiction over and responsibility for the maintenance of the Roadways as set out herein, as of the effective date of transfer.
 - f. Jurisdiction over the Roadways includes regulatory authority and control including without limitation, those powers enumerated in the Town Charter, and 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 Roadways except in accordance with a permit, and the requirement that permits must be acquired before working within and across the Roadways.
- 3) The HOA will prepare a quitclaim deed conveying the Roadway to the Town. A copy of the deed, plats, and Road Transfer Agreement will be presented to the Town for review, with the understanding that the HOA will execute and return the deed to the Town for acceptance unless notified of any errors in the deed description by the Town within sixty (60) days of the Town's receipt of the deed.
- 4) This Agreement is contingent upon the approval of an authorizing ordinance.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officers thereunto duly authorized the day and year first written.

ATTEST:

THE TOWN OF UPPER MARLBORO

Town Clerk

By:
Mayor/President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Kevin Best, Town Attorney

ATTEST:
HOMEOWNERS ASSOCIATION, INC.

MARLBOROUGH TOWNE

Witness

By: