

*Appendix I      Traffic Signal Agreement*



TAX PARCEL # _____	Prepared by/return to: _____
COUNTY/MUNICIPALITY _____	_____
	_____
	_____

TRANSPORTATION SYSTEM IMPROVEMENT/ AND  
TRAFFIC CONGESTION MITIGATION AGREEMENT

This Transportation System Improvement/ and Traffic Congestion Mitigation Agreement, hereinafter called "AGREEMENT", is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the State of Delaware, Department of Transportation, hereinafter called "DelDOT" and \_\_\_\_\_, hereinafter called "OWNER". For the purpose of this AGREEMENT, Transportation System Improvement and Traffic Congestion Mitigation shall include, but not be limited to, the installation and/or improvement of traffic control devices (signals, signs and pavement markings) and road geometry (vertical and/or horizontal) or channelization modifications, as more specifically described below.

WITNESSETH THAT

WHEREAS, the parties, in the interest of mitigating existing or anticipated traffic safety, operational or capacity deficiencies, have indicated their willingness to enter into mutual agreement whereby the OWNER will undertake certain transportation improvements necessary for the construction of. Said improvements shall consist of the following:

Owner will make the improvements within a time period not to exceed \_\_\_\_ months starting with the execution date of this agreement. If, during this time period, DelDOT initiates a project that incorporates these improvements, DelDOT reserves the right to assign the responsibility to itself. In which case the financial resources provided will be

used to offset the costs associated with the design and construction of the required improvements.

NOW THEREFORE, the parties do hereby agree as follows:

1. That DelDOT shall cause, at its discretion, at those locations identified above when warranted, install, modify, maintain, operate, or remove traffic control devices and/or modify road geometry or other transportation system components at the said location(s) be they upon the OWNER'S property or DelDOT's property.
2. That DelDOT may pursue alternatives to traffic signals where signal warrants have otherwise been met on Corridor Capacity Preservation routes or other routes where signals would be inconsistent with the need to preserve highway capacity or sustain adequately safe and efficient traffic operations.
3. That OWNER and its heirs or assigns (in recognition of the benefit to be received) hereby waives its right to receive compensation and grants to DelDOT the right to enter upon OWNER's property at the location (s) specified above. The purpose is to install, operate, use, maintain, repair, replace and/or remove, or to cause to be installed, operated, used, maintained, repaired, replaced and/or removed any components, appurtenances and accessories necessary to the operation of traffic control devices or the construction of roadway modifications. Owner further grants to DelDOT all rights necessary or convenient for the full and complete use and exercise of the rights herein granted, including the right of ingress and egress thereto and there from, for the sole purpose of exercising the aforesaid rights thereof, but subject to all easements and rights-of-way of record or now in use across OWNER's land. In the exercise of the rights herein granted upon OWNER's land, DelDOT will interfere in no unreasonable way and as little as possible with OWNER's operations upon its land or its use thereof.

4. That all components, appurtenances, and accessories necessary for the adjustment, operation, and maintenance of said traffic control device or road geometry or channelization modifications which may have to be located, operated, installed, or maintained upon OWNER's land shall remain the property of DelDOT, and DelDOT shall have the right to remove, replace, or modify the same in a manner and time that are at its sole discretion.
5. That the OWNER's costs shall be a pro rata share (as determined by the Owner's site-generated average daily traffic calculated using the Institute of Transportation Engineer's publication titled Trip Generation or an equivalent industry standard acceptable by DelDOT), of the total cost related to the installation and/or modifications of said traffic control device or road geometry and any additional right-of-way necessary to execute the modifications. Said pro-rata share will be based on other OWNER's (if any) in the area that have also entered into an AGREEMENT with DelDOT at said location(s).
6. That absent other OWNER's, it is agreed that the OWNER entering into this mutual agreement shall have responsibility for one-hundred percent (100%) of the total cost related to the installation and/or modifications of said traffic control device or road geometry and any additional right-of-way necessary to execute the modifications. When, at DelDOT's discretion, these improvements are deemed necessary, DelDOT will generate a cost estimate for the improvements and will send it to OWNER. When OWNER receives the cost estimate, it is agreed that they will be paid within 30 days of receipt. Upon completion of the modifications, DelDOT shall either reimburse or bill OWNER for any difference between the estimated costs and actual costs.
7. If there is a residential home owners association (HOA) that is affected by this AGREEMENT, then prior to turning control over to the HOA, OWNER must satisfy the financial obligation incurred by this AGREEMENT.
8. It is further agreed that this document shall be recorded in the Recorder of Deeds Office for \_\_\_\_\_ County, and shall be binding upon the OWNER and its heirs or assigns,

and cannot be modified unless agreed to in writing between both parties or their heirs or assigns.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

ATTEST  
FOR THE STATE OF DELAWARE

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature  
Signature

\_\_\_\_\_  
\_\_\_\_\_

Name  
Name

Director, Technology and Support Services

Chief Engineer

STATE OF DELAWARE:

: SS.

COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand \_\_\_\_\_, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, \_\_\_\_\_ Chief Engineer, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and deed of the State of Delaware; that his signature thereto is in his own handwriting and that the seal affixed thereto is the Seal of the Department of Transportation; and that his act of acknowledging, signing, sealing and delivering this indenture was duly authorized by the Department of Transportation, pursuant to the authority contained in the Delaware Code, as amended.

GIVEN under my Hand and Seal of Office, the day and year first above written.

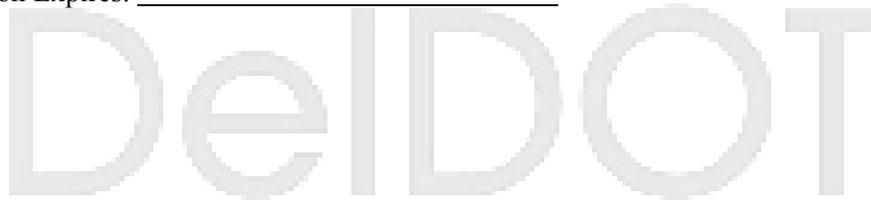
\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Name – Printed or Typed

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in quadruplicate, the day and year first above written.

ATTEST

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF DELAWARE :

: SS.

COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand \_\_\_\_\_), personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, \_\_\_\_\_, known to me personally to be such, and acknowledged the signing of said AGREEMENT to be the act and deed for these individuals.

GIVEN under my Hand and Seal of Office, the day and year first above written.

\_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Name – Printed or Typed