




STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
P.O. Box 778
DOVER, DELAWARE 19903

SHAILEN P BHATT
SECRETARY

MEMORANDUM

TO: Traffic Studies, Design and Administrative Staff
FROM: Donald Weber 
DATE: March 30, 2012
SUBJECT: Signal Agreements

As many of you are aware, we have been working on changes to the signal agreement process including updates to language as well as the process used in getting signal agreements approved. The modified language is based on coordination between DelDOT's Traffic, Legal, Engineering Support, Planning and Real Estate Sections. The modified language includes some additional legal protection to DelDOT, as well as ensures that the agreements are in conformance with all applicable state and federal laws related to real estate acquisition. There are three types of basic signal agreements:

- **Type A – Off-Site Developer Agreement.** This agreement is typically used when a developer is required to contribute to the cost of a new or upgraded traffic signal or ITS device that is not located directly on the development's property.
- **Type B – On-Site Developer Agreement.** This agreement is typically used when a developer is required to contribute to the cost of a new or upgraded traffic signal or ITS device that is located on or directly adjacent to the development's property.
- **Type C – Right of Entry Agreement.** There is no cost component of this agreement. It simply allows DelDOT right of entry onto the property to install, operate and maintain



signal and ITS devices. Property owners must willingly enter into this agreement without compensation. If the property owner would like to receive compensation, then this agreement is not applicable and the full DelDOT right of way process must be followed, or the design must be redone to avoid the property impact. These agreements require a graphical representation of the area of the property in question (see attached for an example).

Each of the basic agreements are attached. Agreement language should not be modified. In the event there is need to consider modifications based on some unique condition, a draft of the modifications will need to be sent to the Chief Engineer through the Traffic Studies or Systems Design Manager, and the Assistant Director for Traffic. Prior to issuing the memorandum, the Department's assigned Deputy Attorney General should review the proposed modifications and "approve as to form."

Note that this memorandum does not address agreements that will be required for the Traffic Signal Revolving Fund. The Traffic Signal Revolving Fund basic agreement and process is currently being finalized and will be covered in a separate memorandum. Additional tracking mechanisms are being introduced to the signal agreement process as well. Please follow the process noted below:

1. Upon notification of the need for an agreement, and receipt of property owner information, fill out the appropriate basic agreement and forward to Traffic's Administrative Specialist III. Two original copies are required. Please provide the project name and/or number when applicable.
2. Traffic's Administrative Specialist III will log the agreement and send to Department's assigned Deputy Attorney General for his signature.
3. Department's assigned Deputy Attorney General will return to Traffic's Administrative Specialist III, who will then log the agreement and return to the Studies or Systems Design staff member who initiated it.
4. Mail or hand-deliver the agreements to the developer/property owner.
5. When the agreements are returned, deliver to Traffic's Administrative Specialist III who will log them and send them to the Chief Engineer for signature.
6. The Chief Engineer will sign with the Director of Technology & Support Services attesting.
7. Finance takes one of the two original agreements.
8. The remaining original agreement will be returned to Traffic's Administrative Specialist III who will log it. At this point, the agreements are officially executed. A developer's requirement to enter into an agreement is now satisfied, and DelDOT and its contractors are allowed access onto property as noted in the agreement.

Signal Agreements

March 30, 2012

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9. Traffic's Administrative Specialist III will transfer the executed agreement to Traffic's Administrative Specialist II, who once a month will record all agreements in each of the three respective counties (as necessary).
10. Upon recordation, the County will return the recorded agreements to Traffic's Administrative Specialist III, who will log them for the final time and distribute copies to the initiating staff member, the developer/property owner, and Department's assigned Deputy Attorney General.

Enclosure/attachments

cc: Natalie Barnhart
Fritz Schranck
Rob McCleary
Bill Brockenbrough

SIGNAL AGREEMENT A

Tax Parcel No.

Prepared by/Return to:
State of Delaware
Department of Transportation
Traffic Section
169 Brick Store Landing Road
Smyrna, DE 19977

TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT

THIS TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between the **Delaware Department of Transportation** (“DelDOT”), an agency of the State of Delaware and _____ (“Owner”), a Delaware [or other state] [insert limited liability company, limited partnership, corporation, partnership, sole proprietorship or other name of entity or person]. DelDOT and _____ shall also individually be referred to as “Party” or collectively as “Parties”.

WITNESSETH THAT:

WHEREAS, the Parties in the interest of traffic safety are willing to enter into this Agreement to [describe the scope of improvements in as much detail as possible] at [describe the location of where the improvements are to be made and then define that area as, for example, “Intersection” or “Entrance” or “Property” and then be consistent with the definition throughout this Agreement. The term “Intersection” is being used for purposes of this base Agreement document] as shown on Exhibit “A”. [If an exhibit is available. There may not be an exhibit if the anticipated improvements are future improvements]

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

1. Traffic Signal. DelDOT, when justified by an approved engineering study, shall install, operate, maintain, modify and/or remove (collectively “**install and maintain**” or “**installation and maintenance**”) a traffic control signal (“**Signal**”) at the Intersection. The decision as to the need of a signal at a particular location shall be determined by DelDOT in its sole discretion.
2. Owner’s Property. Owner is developing [or has developed] a development or project located at _____ for [residential or commercial] purposes (“**Owner’s Property**”). The traffic generated by this development or project shall contribute [or has contributed] to DelDOT’s determining of the need to install and maintain the Signal at the Intersection.
3. Design, Operation and Timing. The design, operation, and timing of the installation of the Signal shall all be determined by DelDOT in its sole discretion.
4. DelDOT’s Ownership of Equipment. All equipment, components, appurtenances, and accessories necessary for the installation and maintenance of the Signal some of which may be located upon the Owner’s Property from time to time shall remain the property of DelDOT.
5. Determination of Pro Rata Share. The Owner shall pay its pro rata share as determined by the Owner’s site-generated average daily traffic calculated using the Institute of Transportation Engineer’s publication entitled *Trip Generation*, as amended, or by an alternate method of measuring daily traffic flow which has been approved by the DelDOT Development Coordination Section.

The proration shall be of the total cost related to the installation and a one-time fee to cover the long term maintenance costs of the Signal and any additional right-of-way which may need to be acquired in connection with the installation and maintenance of the Signal. The pro-rata share shall also be based on the planned development of other developments or projects in the area where the owner and/or developer of these other developments or projects whose developments or projects would benefit from the Signal have also entered into an agreement with DelDOT.

6. Payment of Pro Rata Share. If the Owner is the only party developing a particular development or project in the area, the Owner entering into this Agreement shall have responsibility for one-hundred percent (100%) of the total cost related to the installation

and/or maintenance of the Signal and any additional right-of-way which DelDOT may need to acquire in order to conduct its installation and maintenance as outlined above. Owner shall pay to DelDOT its pro rata share within thirty (30) days of receipt of an invoice from DelDOT or its contractors. Upon completion of the installation, and depending upon the actual cost, DelDOT shall either submit a supplemental invoice to the Owner for the difference between the estimated total cost and the actual total cost or, upon request by the owner in writing, DelDOT shall reimburse the Owner for any overpayment. Refund requests must be received by DelDOT within 60 days of the completion of the project.

7. Remedies. Each Party shall have all remedies available at law or at equity.

8. Notice. Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be deemed to have been given, upon receipt or refusal of delivery, if sent by registered or certified mail, postage prepaid, return receipt requested, by hand delivery or by delivery by a courier service. All notices to a Party shall be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party.

If to (Owner):

With a copy to (optional):

If to:

Delaware Department of Transportation
Division of Transportation Solutions
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Traffic

With a copy to:

Delaware Department of Transportation
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Legal Counsel

With a copy to:

Delaware Department of Transportation
Division of Transportation Solutions, Right-of-Way
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Right-of-Way

9. Recordation. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for _____ County, Delaware.
10. Delaware Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware; the Parties shall subject themselves to the jurisdiction and venue of the appropriate court or other forum in _____ County in the State of Delaware to settle any disputes.
11. Covenants Running with the Property. The covenants set forth in this Agreement shall be covenants running with and binding upon Owner's Property.
12. Binding Nature. The terms and conditions set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, administrators, successors or assigns.
13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party.
14. Amendments. This Agreement shall not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by a written instrument signed by both Parties.
15. Incorporation. The Preamble and any exhibits referenced in this Agreement shall be incorporated herein as substantive provisions.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals as of the day and year aforesaid.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Attest:

Charlanne A. Clymer
Director of Finance

Shanté A. Hastings
Director of Transportation Solutions

Date _____

Date _____

GRANTOR

Witness

[GRANTOR NAME]
[GRANTOR TITLE]

Date _____

Date _____

Concur As To Form:

George T. Lees
Deputy Attorney General

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of the State of Delaware, Department of Transportation, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said state agency.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of _____, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said _____.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____

SIGNAL AGREEMENT B

Tax Parcel No. _____

Prepared by/Return to:
State of Delaware
Department of Transportation
Traffic Section
169 Brick Store Landing Road
Smyrna, DE 19977

TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT

THIS TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the **Delaware Department of Transportation (“DelDOT”)**, an agency of the State of Delaware and _____ (**“Owner”**), a Delaware [or other state] [insert limited liability company, limited partnership, corporation, partnership, sole proprietorship or other name of entity or person]. DelDOT and _____ shall also individually be referred to as **“Party”** or collectively as **“Parties”**.

WITNESSETH THAT:

WHEREAS, the Parties in the interest of traffic safety are willing to enter into this Agreement to [describe the scope of improvements in as much detail as possible] at [describe the location of where the improvements are to be made and then define that area as, for example, “Intersection” or “Entrance” or “Property” and then be consistent with the definition throughout this Agreement. “Owner’s Property” is being used for purposes of this base Agreement] as shown on Exhibit “A”. [If an exhibit is available]

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

1. Traffic Signal. DelDOT, when justified by an approved engineering study, shall install, operate, maintain, modify and/or remove (collectively “**install and maintain**” or “**installation and maintenance**”) a traffic control signal (“**Signal**”) on a portion of Owner’s Property as shown on Exhibit “A”. The decision as to the need of a signal at a particular location shall be determined by DelDOT in its sole discretion.
2. Design, Operation and Timing. The design, operation, and timing of the installation of the Signal shall all be determined by DelDOT in its sole discretion.
3. DelDOT’s Ownership of Equipment. All equipment, components, appurtenances, and accessories necessary for the installation and maintenance of the Signal some of which may be located upon the Owner’s Property from time to time shall remain the property of DelDOT.
4. Owner’s Waiver of Compensation. The Owner hereby knowingly waives its right to receive compensation in lieu of the benefit to be received pursuant to this agreement and grants to DelDOT the right to enter upon the Owner’s Property at the location specified above in order to install and maintain, any components, appurtenances and accessories necessary to the operation of the signal, together with 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 the Owner’s property.
5. Determination of Pro Rata Share. The Owner shall pay its pro rata share as determined by the Owner’s site-generated average daily traffic calculated using the Institute of Transportation Engineer’s publication entitled *Trip Generation*, as amended, or by an alternate method of measuring daily traffic flow which has been approved by the DelDOT Development Coordination Section.

The proration shall be of the total cost related to the installation and a one-time fee to cover the long term maintenance costs of the Signal and any additional right-of-way which may need to be acquired in connection with the installation and maintenance of the Signal. The pro-rata share shall also be based on the planned development of other developments or projects in the area where the owner and/or developer of these other developments or projects whose developments or projects would benefit from the Signal have also entered into an agreement with DelDOT.

6. Payment of Pro Rata Share. If the Owner is the only party developing a particular development or project in the area, the Owner entering into this Agreement shall have responsibility for one-hundred percent (100%) of the total cost related to the installation and/or maintenance of the Signal and any additional right-of-way which DelDOT may

need to acquire in order to conduct its installation and maintenance as outlined above. Owner shall pay to DelDOT its pro rata share within thirty (30) days of receipt of an invoice from DelDOT or its contractors. Upon completion of the installation, and depending upon the actual cost, DelDOT shall either submit a supplemental invoice to the Owner for the difference between the estimated total cost and the actual total cost or, upon request by the owner in writing, DelDOT shall reimburse the Owner for any overpayment. Refund requests must be received by DelDOT within 60 days of the completion of the project.

7. Remedies. Each Party shall have all remedies available at law or at equity.
8. Notice. Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be deemed to have been given, upon receipt or refusal of delivery, if sent by registered or certified mail, postage prepaid, return receipt requested, by hand delivery or by delivery by a courier service. All notices to a Party shall be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party.

If to (Owner):

With a copy to (optional):

If to:
Delaware Department of Transportation
Division of Transportation Solutions
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Traffic

With a copy to:
Delaware Department of Transportation
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Legal Counsel

With a copy to:
Delaware Department of Transportation
Division of Transportation Solutions, Right-of-Way
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Right-of-Way

9. Recordation. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for _____ County, Delaware.
10. Delaware Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware; the Parties shall subject themselves to the jurisdiction and venue of the appropriate court or other forum in _____ County in the State of Delaware to settle any disputes.
11. Covenants Running with the Property. The covenants set forth in this Agreement shall be covenants running with and binding upon Owner's Property.
12. Binding Nature. The terms and conditions set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, administrators, successors or assigns.
13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party.
14. Amendments. This Agreement shall not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by a written instrument signed by both Parties.
15. Incorporation. The Preamble and any exhibits referenced in this Agreement shall be incorporated herein as substantive provisions.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals as of the day and year aforesaid.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Attest:

Charlanne A. Clymer
Director of Finance

Shanté A. Hastings
Director of Transportation Solutions

Date _____

Date _____

GRANTOR

Attest

[GRANTOR NAME]
[GRANTOR TITLE]

Date _____

Date _____

Concur As To Form:

George T. Lees
Deputy Attorney General

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of the State of Delaware, Department of Transportation, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said state agency.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of _____, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said _____.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____



SIGNAL AGREEMENT C

Tax Parcel No. _____

Prepared by/Return to:
State of Delaware
Department of Transportation
Traffic Section
169 Brick Store Landing Road
Smyrna, DE 19977

TRAFFIC SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT

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WITNESSETH THAT:

WHEREAS, the Parties in the interest of traffic safety have entered into this Agreement to allow DelDOT to install a traffic control signal and/or related improvement and appurtenances on a portion of the Owner’s Property as shown on Exhibit “A” (“**Owner’s Property**”).

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

1. Traffic Signal. DelDOT, when justified by an approved engineering study, shall install, operate, maintain, modify and/or remove (collectively “**install and maintain**” or “**installation and maintenance**”) a traffic control signal (“**Signal**”) on a portion of the

Owner's Property as shown on Exhibit "A". The decision as to the need of a signal at a particular location shall be determined by DelDOT in its sole discretion.

2. Design, Operation and Timing. The design, operation, and timing of the installation of the Signal shall all be determined by DelDOT in its sole discretion.
3. DelDOT's Ownership of Equipment. All equipment, components, appurtenances, and accessories necessary for the installation and maintenance of the Signal some of which may be located upon the Owner's Property from time to time shall remain the property of DelDOT.
4. Owner's Waiver of Compensation. The Owner hereby knowingly waives its right to receive compensation in lieu of the benefit to be received pursuant to this agreement and grants to DelDOT the right to enter upon the Owner's Property at the location specified above in order to install and maintain, any components, appurtenances and accessories necessary to the operation of the signal, together with 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 the Owner's property.
5. Remedies. Each Party shall have all remedies available at law or at equity.
6. Notice. Any notice, request, demand or other communication required or permitted hereunder must be in writing and shall be deemed to have been given, upon receipt or refusal of delivery, if sent by registered or certified mail, postage prepaid, return receipt requested, by hand delivery or by delivery by a courier service. All notices to a Party shall be sent to the addresses set forth below or to such other address or person as such Party may designate by notice to each other Party.

If to (Owner):

With a copy to (optional):

If to:
Delaware Department of Transportation
Division of Transportation Solutions
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Traffic

With a copy to:
Delaware Department of Transportation
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Legal Counsel

With a copy to:
Delaware Department of Transportation
Division of Transportation Solutions, Right-of-Way
800 Bay Road
PO Box 778
Dover, DE 19903
Attn: Assistant Director, Right-of-Way

7. Recordation. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for _____ County, Delaware.
8. Delaware Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware; the Parties shall subject themselves to the jurisdiction and venue of the appropriate court or other forum in _____ County in the State of Delaware to settle any disputes.
9. Covenants Running with the Property. The covenants set forth in this Agreement shall be covenants running with and binding upon Owner's Property.
10. Binding Nature. The terms and conditions set forth in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, administrators, successors or assigns.
11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party.
12. Amendments. This Agreement shall not be modified, changed, or supplemented, nor may any of the obligations and rights be waived, except by a written instrument signed by both Parties.

13. Incorporation. The Preamble and any exhibits referenced in this Agreement shall be incorporated herein as substantive provisions.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals as of the day and year aforesaid.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

**DELAWARE DEPARTMENT OF
TRANSPORTATION**

Attest:

Charlanne A. Clymer
Director of Finance

Shanté A. Hastings
Director of Transportation Solutions

Date _____

Date _____

GRANTOR

Attest

[GRANTOR NAME]
[GRANTOR TITLE]

Date _____

Date _____

Concur As To Form:

George T. Lees
Deputy Attorney General

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of the State of Delaware, Department of Transportation, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said state agency.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____

STATE OF DELAWARE)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20____, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ of _____, and acknowledged this Agreement to be his/her act and deed, and the act and deed of the said _____.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public
My Commission Expires: _____
