

66432

December 4, 2018

To: The Honorable Board of Acquisition and Contract

From: Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation

Re: Authority for the County of Westchester to enter into (1) a sales agreement (Agreement No. 18-935) for the sale of a portion of the County Road 80A, known as Halstead Avenue, in the Town of Harrison to AvalonBay Communities, Inc., its successors or assigns, and (2) an easement agreement (Agreement No. 18-936) for the County, Town of Harrison, Village of Harrison and general public to use of a portion of the Roadway Parcel as a public right-of-way and for the County to relocate, install and maintain a Bee-Line bus shelter within the public right-of-way.

Authority is requested for the County of Westchester (the "County") to enter into (1) a sales agreement with AvalonBay Communities Inc., its successors or assigns (the "Developer"), the Town of Harrison and the Village of Harrison (the "Town/Village") for the sale of a portion of the County Road 80A, known as Halstead Avenue, comprising 0.02565 acres or 11,175 square feet, more or less, in the Town of Harrison (the "Roadway Parcel") to the Developer as part of the Harrison Station Transit Oriented Development Project (the "Project"), and (2) an easement agreement with the Developer and the Town/Village for use of a portion of the Roadway Parcel as a public right-of-way by the County, Town/Village and general public and for the County to relocate, install and maintain a Bee-line bus shelter within the public right-of-way.

The Roadway Parcel consists of curbing, sidewalk, grass, vehicle parking and a bus turning lane. The County does not own the fee interest in the County Road, but rather the asphalt and improvement on top of the County Road. The Developer will pay the County \$35,000.00 in consideration for the conveyance of the Roadway Parcel from the County to the Developer by quitclaim deed.

In order to ensure public access to the sidewalk, the conveyance is conditioned upon a portion of the Roadway Parcel measuring approximately 0.0650 acres or 2,831.1 square feet, more or less, being restricted by the Developer as a public right-of-way through its execution of the Declaration of Restrictive Covenant.

Moreover, the County is seeking authority to enter into an easement agreement with the Developer and the Town/Village pursuant to which the Developer will grant the County, Town/Village and general public the right to use the Public right-of-way and the County the right to relocate, install and maintain a Bee-Line bus shelter within the public right-of-way.

Board of Acquisition and Contract
Sales Agreement No. 18-935, AvalonBay Communities, Inc., and
Easement Agreement No. 18-936, Town/Village of Harrison
County Road 80A, Halstead Avenue
Town/Village of Harrison
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Pursuant to Act No. 2018-160 adopted on October 1, 2018, the Board of Legislators authorized the County to sell the Roadway Parcel to the Developer by quitclaim deed in consideration of \$35,000.00 upon the condition the Developer execute a Declaration of Restrictive Covenant restricting a portion of the Roadway Parcel as a public right-of-way. The Act also authorizes the County to accept and execute an easement agreement with the Developer and Town/Village for the public- right-of-way and relocation of the Bee-Line Bus Stop #2765 to within the Public right-of-way.

For the Sales Agreement, the County also seeks authority to agree to indemnify and defend the other parties against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach of the representation and warranty that no real estate broker is associated with the conveyance of the Roadway Parcel. In addition, for the Easement Agreement, the County seeks authority to agree to defend, indemnify and hold harmless the Developer, its officers, employees and agents from and against any and all claims, liens, suits or damages, including reasonable attorneys' fees, arising out of the acts or omissions thereunder by the County of third parties under the direction or control of the County concerning the County's construction and maintenance of the Bus Shelter.

The Project will generate jobs, expand the tax base, provide a diverse base of retail, residential and other uses, and provide expanded parking in the central business district of the Town/Village. In addition, the DPWT no longer requires the Roadway Parcel for County purposes, subject to the easement and restrictive covenant being granted to the County as set forth above.

I recommend adoption of the attached proposed Resolutions.

HJG/RAN
Attachment

RESOLUTION

Agreement No.'s 18-935 and 18-936

Upon a communication from the Commissioner of Public Works and Transportation, it is hereby

RESOLVED, that the County of Westchester (the "County") is authorized to enter into a sales agreement for the sale of a portion of County Road 80A, known as Halstead Avenue, in the Town of Harrison to AvalonBay Communities, Inc., its successors or assigns (the "Developer") for the Harrison Station Transit Oriented Development Project. The parcel to be sold shall measure approximately 0.2565 acres or 11,174 square feet, more or less (the "Roadway Parcel"), and the conveyance shall be subject to a portion of the Roadway Parcel being restricted by the Developer as a public right-of-way, and be it further

RESOLVED, that in consideration of the County's conveyance of the Roadway Parcel to the Developer, the Developer shall pay the County the sum of \$35,000.00; and be it further

RESOLVED, that the County is further authorized to enter into an easement agreement with the Developer, the Town of Harrison, and the Village of Harrison to accept from the Developer an easement measuring approximately 0.0650 acres or 2,831.1 square feet, more or less, over the Roadway Parcel for a public right of way, and granting the County, Town/Village and the general public the right to use the public right-of-way and the County to right to relocate a Bee Line Bus Shelter to within the public right-of-way; and be it further

RESOLVED, that, in the sales agreement, the County is authorized to agree to indemnify and defend the other parties against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach of the representation and warranty that no real estate broker is associated with the conveyance of the Roadway Parcel; and be it further

RESOLVED, that, in the easement agreement, the County is authorized to agree to defend, indemnify and hold harmless the Developer, its officers, employees and agents from and against any and all claims, liens, suits or damages, including reasonable attorneys' fees, arising out of the acts or omissions thereunder by the County of third parties under the direction or control of the County concerning the County's construction and maintenance of the bus shelter.

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all actions necessary and appropriate to effectuate the purposes hereof.

Agreement No. 18-935

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3300	9599		\$35,000.00

Budget Funding Year(s) 2019 Start Date _____ End Date _____
(must match resolution)

Funding Source: Tax Dollars _____
 State Aid _____
\$35,000.00 Federal Aid _____
(must match resolution)
 Other Revenue _____