

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this 11<sup>th</sup> day of February, 2013, between Owner(s) Town of Mount Pleasant Industrial Development Agency ("TMPIDA"), having an office at One Town Hall Plaza, Valhalla, County of Westchester, State of New York 10595 (the "Grantor Fee Owner") and General Motors LLC, having an office at 30200 Mound Road, Warren, Macomb County, State of Michigan 48090, (the "Grantor Beneficial Owner"), (collectively referred to as the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 60 Continental Street in the Village of Sleepy Hollow, County of Westchester and State of New York, known and designated on the tax map of the Town of Mount Pleasant as tax map parcel numbers: Section 115.11 Block 1 Lots 2 and 85, being the same as Parcel II and Parcel III of that property conveyed to Grantor Fee Owner by deed dated September 13, 1985 and recorded in the Westchester County Clerk's Office in Liber 8231 Page 193. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 28.2905 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 1, 2013, last revised December 6, 2013 prepared by First Order, LLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

[10/12]

**WHEREAS**, solely in accordance with its statutory duties as set forth in Article 18-A of the New York General Municipal Law, TMPIDA agreed to provide bond financing for a portion of the cost of developing the former General Motors North Tarrytown real property (the "Property") pursuant to certain findings and determinations in its resolution dated August 27, 1985, and its bond resolution dated September 12, 1985; and

**WHEREAS**, as required by the statutory provisions of Article 18-A of the New York State General Municipal Law, General Motors Corp. conveyed its title in the Property to TMPIDA as security for part of the bond issuance, by deed dated September 13, 1985 and recorded in Westchester County Liber 8231 and Page 193; and

**WHEREAS**, General Motors Corp. retained the rights of beneficial owner of the Property pursuant to its Lease with Grantor Fee Owner dated September 13, 1985, and recorded in Westchester County Liber 8231 and Page 131; and

**WHEREAS**, pursuant to an Order of the Bankruptcy Court Southern District of New York, dated July 5, 2009, General Motors Corp. transferred to General Motors Company all of its interest in the Property by Quitclaim deed dated September 16, 2009 and recorded as Control No. 4923300692; and

**WHEREAS**, by Certificate of Conversion filed in the office of the Delaware Secretary on October 16, 2009, General Motors Company changed its name to General Motors LLC; and

**WHEREAS**, the East Parcel Brownfield Cleanup Site is a portion of the Property; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C360070-12-10 (East Parcel), as amended, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement"):

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.
2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement.

These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which

may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or

suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C360070B  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:                                      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or

counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be signed in its name.

Town of Mount Pleasant Industrial Development Agency:

By: 

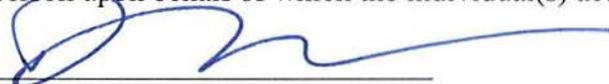
Print Name: Carl Fulgenzi

Title: Chairman Date: 12/19/13

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Westchester )

On the 19<sup>th</sup> day of December in the year 2013, before me, the undersigned, personally appeared Carl Fulgenzi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

DARIUS R. [Signature]  
NOTARY PUBLIC, State of New York  
No. 02CH60904  
Qualified in Westchester County  
Commission Expires March 4, 2015  
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**SCHEDULE "A" PROPERTY DESCRIPTION**

**East Parcel Site Easement Area Part 1 (Sec. 115.11 Block 1 Lot 2)**

BEGINNING at a point formed by the intersection of the Westerly side of Andrews Lane with the northerly side of Elm Street which point also marks the northeasterly corner of lands of the Village of Sleepy Hollow, and from said beginning point running thence

1. South 72°57'52" West a distance of 241.72 feet to a point, thence

Running the following courses along lands of the Village of Sleepy Hollow:

2. South 41°01'06" West a distance of 202.35 feet to a point, thence

3. South 12°56'06" West a distance of 31.38 feet to a point, thence

4. Along the arc of a non-tangent curve to the left having a radius of 217.00 feet, turning a central angle of 54°46'45", for an arc length of 207.47 feet, the chord of which bears South 06°17'48" West for a distance of 199.66 feet to a point, thence

5. South 21°05'34" East a distance of 52.00 feet to a point, thence

6. Along the arc of a tangent curve to the left with a radius of 367.00 feet, turning a central angle of 17°45'48", for an arc length of 113.78 feet, the chord of which bears South 29°58'28" East for a distance of 113.33 feet to a point, thence;

7. Along the northwesterly line of lands of Manuel Chimbo, South 60°20'39" West a distance of 83.39 feet to a point, thence

8. Along Sec. 115.11 Block 1 Lot 85 on the arc of a non-tangent curve to the right having a radius of 8004.95 feet, turning a central angle of 01°34'40", for an arc length of 220.45 feet, the chord of which bears North 21°05'37" West for a distance of 220.44 feet to a point, thence

9. Continuing along the same, South 69°41'44" West a distance of 13.00 feet to a point, thence

10. Along the easterly line of the Metro North Railroad on the arc of a non-tangent curve to the right having a radius of 8017.95 feet, turning a central angle of 12°56'03", for an arc length of 1809.99 feet, the chord of which bears North 13°50'15" West for a distance of 1806.15 feet to a point, thence

11. Along the southerly line of lands of The Village of Sleepy Hollow, South 89°07'56" East a distance of 834.01 feet to a point, thence

12. Along the westerly line of lands of Historic Hudson Valley, South 02°25'04" West a distance of 676.68 feet to a point, thence

Running the following courses along the southerly line of Continental Avenue:

13. Along South 86°06'26" East a distance of 288.55 feet to a point, thence

14. Along the arc of a tangent curve to the right with a radius of 134.01 feet, turning a central angle of 51°37'10", for an arc length of 120.73 feet, the chord of which bears South 60°17'51" East for a distance of 116.69 feet to a point, thence;

15. Along South 34°29'16" East a distance of 42.32 feet to a point, thence

16. Along the arc of a tangent curve to the right with a radius of 122.50 feet, turning a central angle of 32°45'20", for an arc length of 70.03 feet, the chord of which bears South 18°06'36" East for a distance of 69.08 feet to a point, thence;

17. Along the northerly line of Victoria M. Jenkins, South 88°16'04" West a distance of 100.00 feet to a point, thence

18. Continuing along said Jenkins and extending along lands of John Zoumboulis, lands of Direitino Family Irrev. Trust, lands of Samuel Kovicky, lands of Marcia Sousa, and lands of Antonio Iannarelli, South 01°43'56" East a distance of 294.27 feet to a point, thence

19. Along the northerly line of lands of the Village of Sleepy Hollow, South 72°57'52" West a distance of 269.30 feet to a point, thence

20. Continuing along the same, South 17°02'08" East a distance of 75.00 feet to the point and place of beginning.

Containing 1,212,620 square feet or 27.8379 acres of land.

**East Parcel Site Easement Area Part 2 (Sec. 115.11 Block 1 Lot 85)**

BEGINNING at a point formed by the intersection of the easterly line of the Metro North Railroad, Hudson Division with the northwesterly line of Beekman Avenue, and from said beginning point running thence

Running the following courses along said Metro North Railroad Hudson Division:

1. North 24°19'14" West a distance of 7.34 feet to a point, thence
2. Along the arc of a tangent curve to the right with a radius of 8010.95 feet, turning a central angle of 00°35'18", for an arc length of 82.26 feet, the chord of which bears North 24°01'35" West for a distance of 82.26 feet to a point, thence;
3. South 66°16'04" West a distance of 19.06 feet to a point, thence
4. Along the arc of a non-tangent curve to the right having a radius of 8030.01 feet, turning a central angle of 01°37'21", for an arc length of 227.39 feet, the chord of which bears North 22°55'16" West for a distance of 227.39 feet to a point, thence
5. North 67°53'25" East a distance of 6.65 feet to a point, thence
6. North 22°04'27" West a distance of 10.90 feet to a point, thence
7. South 67°58'05" West a distance of 5.89 feet to a point, thence
8. Along the arc of a non-tangent curve to the right having a radius of 8029.25 feet, turning a central angle of 00°06'00", for an arc length of 14.00 feet, the chord of which bears North 21°58'55" West for a distance of 14.00 feet to a point, thence
9. North 68°04'05" East a distance of 4.69 feet to a point, thence
10. Along the arc of a non-tangent curve to the right having a radius of 8024.56 feet, turning a central angle of 01°37'38", for an arc length of 227.92 feet, the chord of which bears North 21°07'06" West for a distance of 227.91 feet to a point, thence
11. North 69°41'44" East a distance of 6.61 feet to a point, thence
12. Along lands of Mount Pleasant IDA and extending along lands of Manuel Chimbo, Ojito Oliverio, lands of Rene S. Hernandez, and lands of Union Building Corporation on the arc of a non-tangent curve to the right having a radius of 8004.95 feet, turning a central angle of 02°16'51", for an arc length of 318.68 feet, the chord of which bears South 21°26'42" East for a distance of 318.65 feet to a point, thence

Running the following courses along said Union Building Corporation:

13. North 67°24'52" East a distance of 34.00 feet to a point, thence

14. Along the arc of a non-tangent curve to the left having a radius of 7970.95 feet, turning a central angle of  $01^{\circ}44'06''$ , for an arc length of 241.37 feet, the chord of which bears South  $23^{\circ}27'11''$  East for a distance of 241.36 feet to a point, thence

15. South  $24^{\circ}19'14''$  East a distance of 7.75 feet to a point on the northwesterly line of Beekman Avenue, thence

16. Along the northwesterly line of Beekman Avenue, South  $66^{\circ}16'16''$  West a distance of 40.00 feet to the point and place of beginning.

Containing 19,717 square feet or 0.4526 acres of land.

**Total Environmental Easement Area:**

1,232,337 square feet or 28.2905 Ac.