

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

THIS INDENTURE made this 11th 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 199 Beekman Avenue 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 p/o tax map parcel number: Section 115.10 Block 1 Lot 1, and tax map parcel number: Section 115.15 Block 1 Lot1 being the same as Parcel I Plots A, B, C, D, E and Parcel IV 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 66.6720 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 1, 2013, last revised December 3, 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

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 West 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
[10/12]

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

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)
COUNTY OF Westchester) ss:

On the 19th 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 P. CHAFIZADEH
NOTARY PUBLIC, State of New York
No. 02CH8069044
Qualified in Westchester County
Commission Expires March 4, 2016
2015

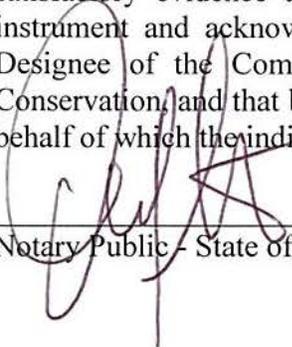
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 11th day of February, in the year 2014, before me, the undersigned, personally appeared Robert Schick, 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/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

West Parcel Site Easement Area Part 1 (Part of Sec 115.10 Block 1 Lot 1)

Beginning at a point being the intersection of the northwesterly right of way line of Beekman Avenue with the westerly line: of Metro North Railroad Hudson Division, and from said beginning point running thence

Running the following courses along said Beekman Avenue:

1. South 66°16'16" West a distance of 446.25 feet to a point, thence
2. South 57°14'09" West a distance of 50.11 feet to a point, thence
3. South 31°27'03" West a distance of 75.00 feet to a point, thence
4. South 15°31'03" West a distance of 72.00 feet to a point, thence
5. South 12°42'03" West a distance of 66.00 feet to a point, thence
6. South 25°32'57" East a distance of 40.78 feet to a point, thence
7. North 76°11'17" West a distance of 42.65 feet to a point, thence

8. Along the northerly line of land of Ichabod's Landings, LLC, South 81°31'03" West a distance of 450.67 feet to a point on the existing mean high water line on the Hudson River, thence

Running the following courses along said mean high water line:

9. North 15°55'38" West a distance of 15.85 feet to a point, thence
10. North 74°22'39" West a distance of 15.89 feet to a point, thence
11. North 67°37'09" West a distance of 11.75 feet to a point, thence
12. North 56°07'32" West a distance of 24.70 feet to a point, thence
13. North 61°04'34" West a distance of 60.56 feet to a point, thence
14. North 59°46'47" West a distance of 31.08 feet to a point, thence
15. North 64°18'58" West a distance of 24.09 feet to a point, thence
16. North 60°44'24" West a distance of 44.64 feet to a point, thence
17. North 55°59'58" West a distance of 26.22 feet to a point, thence
18. North 61°06'07" West a distance of 40.07 feet to a point, thence
19. North 57°27'12" West a distance of 37.22 feet to a point, thence
20. North 59°51'38" West a distance of 53.21 feet to a point, thence
21. North 60°17'53" West a distance of 94.29 feet to a point, thence
22. North 59°14'40" West a distance of 21.54 feet to a point, thence
23. North 61°35'12" West a distance of 51.84 feet to a point, thence
24. North 60°21'50" West a distance of 75.03 feet to a point, thence
25. North 59°03'40" West a distance of 78.20 feet to a point, thence
26. North 61°23'15" West a distance of 33.63 feet to a point, thence
27. North 60°53'50" West a distance of 27.19 feet to a point, thence
28. North 56°11'12" West a distance of 22.66 feet to a point, thence
29. North 60°01'09" West a distance of 38.42 feet to a point, thence
30. North 60°12'45" West a distance of 44.24 feet to a point, thence
31. North 64°16'43" West a distance of 18.80 feet to a point, thence
32. North 59°12'57" West a distance of 28.33 feet to a point, thence
33. North 58°21'12" West a distance of 50.44 feet to a point, thence
34. North 61°51'01" West a distance of 4.98 feet to a point, thence

35. North 48°29'40" West a distance of 4.20 feet to a point, thence
36. North 19°05'44" West a distance of 11.03 feet to a point, thence
37. North 04°21'03" West a distance of 8.24 feet to a point, thence
38. North 03°41'31" East a distance of 29.91 feet to a point, thence
39. North 10°38'11" East a distance of 11.51 feet to a point, thence
40. North 01°14'27" East a distance of 36.46 feet to a point, thence
41. North 04°53'02" East a distance of 11.58 feet to a point, thence
42. North 15°45'35" East a distance of 8.77 feet to a point, thence
43. North 03°19'25" East a distance of 22.47 feet to a point, thence
44. North 03°59'46" East a distance of 26.28 feet to a point, thence
45. North 03°55'26" West a distance of 6.85 feet to a point, thence
46. North 06°39'45" East a distance of 20.93 feet to a point, thence
47. North 05°27'30" East a distance of 32.08 feet to a point, thence
48. North 09°15'05" East a distance of 27.32 feet to a point, thence
49. North 04°20'44" East a distance of 43.78 feet to a point, thence
50. North 12°18'59" East a distance of 9.53 feet to a point, thence
51. North 03°50'09" East a distance of 20.16 feet to a point, thence
52. North 10°19'25" East a distance of 8.07 feet to a point, thence
53. North 00°24'19" East a distance of 10.49 feet to a point, thence
54. North 15°25'08" East a distance of 7.21 feet to a point, thence
55. North 08°24'33" West a distance of 5.19 feet to a point, thence
56. North 01°22'31" East a distance of 32.21 feet to a point, thence
57. North 12°33'50" East a distance of 8.05 feet to a point, thence
58. North 06°51'41" West a distance of 4.96 feet to a point, thence
59. North 55°30'30" West a distance of 2.51 feet to a point, thence
60. North 27°38'14" West a distance of 13.22 feet to a point, thence
61. North 21°13'43" West a distance of 8.92 feet to a point, thence
62. North 42°11'37" East a distance of 10.79 feet to a point, thence
63. North 29°31'09" East a distance of 10.40 feet to a point, thence
64. North 03°42'26" East a distance of 66.76 feet to a point, thence
65. North 07°26'28" East a distance of 32.70 feet to a point, thence
66. North 05°39'59" East a distance of 37.42 feet to a point, thence
67. North 04°09'18" East a distance of 18.42 feet to a point, thence
68. North 01°13'47" East a distance of 42.50 feet to a point, thence
69. North 03°45'49" East a distance of 29.79 feet to a point, thence
70. North 04°08'06" East a distance of 77.49 feet to a point, thence
71. North 04°48'03" East a distance of 17.20 feet to a point, thence
72. North 02°59'47" East a distance of 31.48 feet to a point, thence
73. North 04°47'31" East a distance of 66.68 feet to a point, thence
74. North 04°54'32" East a distance of 72.51 feet to a point, thence
75. North 07°52'27" East a distance of 15.20 feet to a point, thence
76. North 08°38'55" East a distance of 26.14 feet to a point, thence
77. North 12°49'47" East a distance of 6.32 feet to a point, thence
78. North 24°30'19" East a distance of 7.75 feet to a point, thence
79. North 40°15'46" East a distance of 7.65 feet to a point, thence
80. North 61°13'09" East a distance of 7.67 feet to a point, thence
81. North 82°16'46" East a distance of 7.33 feet to a point, thence
82. North 89°10'56" East a distance of 49.93 feet to a point, thence
83. South 89°51'04" East a distance of 64.82 feet to a point, thence
84. North 87°37'45" East a distance of 85.40 feet to a point, thence
85. North 81°08'06" East a distance of 13.97 feet to a point, thence
86. North 68°57'37" East a distance of 12.86 feet to a point, thence

Running the following courses along lands of the County of Westchester:

87. North 89°42'03" East a distance of 57.48 feet to a point, thence
88. North 36°43'33" West a distance of 24.12 feet to a point, thence
89. North 21°48'11" East a distance of 730.79 feet to a point, thence
90. South 68°11'49" East a distance of 84.40 feet to a point, thence
91. North 30°59'26" East a distance of 765.62 feet to a point, thence

Running the following courses along the above referenced Metro North Railroad Hudson Division:

92. South 08°48'03" East a distance of 622.25 feet to a point, thence
93. South 33°23'31" East a distance of 173.77 feet to a point, thence
94. South 14°39'31" East a distance of 215.17 feet to a point, thence
95. Along the arc of a non-tangent curve to the left having a radius of 8133.45 feet, turning a central angle of 07°19'23", for an arc length of 1039.56 feet, the chord of which bears South 17°52'51" East for a distance of 1038.85 feet to a point, thence
96. South 32°19'18" East a distance of 102.27 feet to a point, thence
97. South 20°37'50" East a distance of 299.70 feet to the point and place of beginning.

Containing 2,831,110 square feet or 64.9933 acres of land.

West Parcel Site Easement Area Part 2 (Sec. 115.15 Block 1 Lot 1)

Beginning at a point being the intersection of the southeasterly line of Beekman Avenue with the southwesterly line of Hudson Street, and from said beginning point running thence

1. Along said Hudson Street, South 41 °19'14" East a distance of 219.07 feet to a point, thence
2. Running along the northwesterly line of lands of the Village of Sleepy Hollow, South 51°37'16" West a distance of 97.16 feet to a point, thence

Running the following courses along the northwesterly line of lands of Louise Bracchitta:

3. North 56°16'34" West a distance of 2.10 feet to a point, thence
4. South 61°15'56" West a distance of 89.00 feet to a point, thence
5. South 23°34'16" West a distance of 83.58 feet to a point, thence

Running the following courses along the northeasterly line of River Street:

6. North 65°11'45" West a distance of 135.00 feet to a point, thence
7. North 50°56'24" West a distance of 38.83 feet to a point, thence
8. North 31°11'24" West a distance of 30.81 feet to a point, thence
9. North 17°14'24" West a distance of 26.95 feet to a point, thence
10. North 04°31'24" West a distance of 25.32 feet to a point, thence

Running the following courses along the southeasterly line of Beekman Avenue:

11. North 06°51'36" East a distance of 25.02 feet to a point, thence
12. North 20°12'36" East a distance of 25.96 feet to a point, thence
13. North 26°21'36" East a distance of 26.92 feet to a point, thence
14. North 38°46'36" East a distance of 30.23 feet to a point, thence
15. North 54°59'56" East a distance of 39.33 feet to a point, thence
16. North 66°16'16" East a distance of 162.00 feet to the point and place of beginning.

Containing 73,122 square feet or 1.6787 acres of land.

Total Environmental Easement Area:

2,904,232 square feet or 66.6720 Ac.