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\*543173286DED0113\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Frontier Abstract and Research Services, Inc.	Phone:	585-955-6111
Address 1:	30 West Broad Street	Fax:	585-955-6175
Address 2:	Suite 100	Email:	recordings@frontierabstract.com
City/State/Zip:	Rochester NY 14614	Reference for Submitter:	East Parcel

#### Document Details

Control Number:	<b>543173286</b>	Document Type:	<b>Deed (DED)</b>
Package ID:	2014111300136001002	Document Page Count:	<b>77</b>
		Total Page Count:	<b>80</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	MT PLEASANT TOWN INDUSTRIAL DVLP AGENCY - Other	1:	LIGHTHOUSE LANDING VENTURE LLC - Other
2:		2:	GENERAL MOTORS LLC - Other

#### Property

Additional Properties on Continuation page

Street Address:	00 BEEKMAN AVENUE	Tax Designation:	115.11-1-2
City/Town:	MOUNT PLEASANT	Village:	SLEEPY HOLLOW

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
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#### Supporting Documents

1: RP-5217	2: TP-584
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#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$390.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$685.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	6401

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/24/2014 at 02:22 PM  
 Control Number: **543173286**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**VILLAGE OF SLEEPY HOLLOW**  
**28 BEEKMAN AVENUE**  
  
**SLEEPY HOLLOW, NY 10591**  
**Attn: JANET GANDOLFO, ESQ.**

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**1st PARTY Addendum**

**2nd PARTY Addendum**

SLEEPY HOLLOW LOCAL DEVELOPMENT CORP

Other

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### Properties Addendum

00 BEEKMAN AVENUE 10591

MOUNT PLEASANT

SLEEPY HOLLOW

115.11 1 85

**BARGAIN AND SALE DEED WITHOUT COVENANT  
AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the 22 day of December, 2014, between **TOWN OF MOUNT PLEASANT INDUSTRIAL DEVELOPMENT AGENCY**, a corporate governmental agency, constituting a public benefit corporation of the State of New York, having an address at One Town Hall, Valhalla, New York 10595 (the "**Grantor**") and **SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit corporation, having an address at 28 Beekman Avenue, Sleepy Hollow, New York 10591, Attention: Karin T. Wompa, Chairperson (the "**Grantee**").

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, if any, situate, lying and being in the Village of Sleepy Hollow, Town of Mount Pleasant, County of Westchester, and State of New York, as more particularly described on Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the Grantor, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the Grantee, for itself and its successors and/or assigns, each and all of whom shall be bound hereby, REPRESENTS, WARRANTS, COVENANTS AND AGREES to and with the Grantor, its successors and/or assigns and, also, to and with General Motors LLC, a Delaware limited liability company having an address at 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265-3000, its successors and/or assigns, each and all of whom shall be and be deemed to be third-party beneficiaries of and entitled to enforce each and all of the representations, warranties, covenants and agreements of the Grantee, its successors and/or assigns, as are set forth in this indenture, to the same extent as the Grantor, its successors and/or assigns, as follows: See Schedule B annexed hereto and made a part hereof.

AND the Grantee, for itself and its successors and/or assigns, each and all of whom shall be bound hereby, GRANTS unto: (i) General Motors LLC, a Delaware limited liability company having an address at 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265-3000; and (ii) Lighthouse Landing Venture LLC, a Delaware limited liability company having an address at 1270 Ave of the Americas, Suite 301, New York, New York 10020, and each of their respective, affiliates, successors and/or assigns, the easements set forth and described in

Schedule C annexed hereto and made a part hereof, subject nevertheless to the conditions and agreements set forth and described in Schedule C (such easements, conditions and agreements referred to herein collectively as, the "**Easement**").

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have each duly executed this deed the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[GRANTOR SIGNATURE PAGE TO DEED]

Grantor:

TOWN OF MOUNT PLEASANT  
INDUSTRIAL DEVELOPMENT  
AGENCY

By: 

Name: Carl Fulgencio

Title: v. chairman

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER    )

On the day 19<sup>th</sup> day of December in the year 2014 before me, the undersigned, personally appeared CARL Fulgencio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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

DARIUS P. CHAFIZADEH  
NOTARY PUBLIC, State of New York  
No. 02CH6069044  
Qualified in Westchester County  
Commission Expires March 4, 2018

*November 1, 2018*

[GRANTEE SIGNATURE PAGE TO DEED]

Grantee:

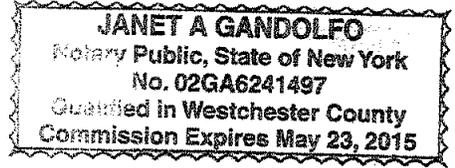
SLEEPY HOLLOW LOCAL  
DEVELOPMENT CORPORATION

By: Karin T. Wompa  
Name: KARIN T. WOMPA  
Title: CHAIRPERSON

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF WESTCHESTER    )

On the day 19<sup>th</sup> day of December in the year 2014 before me, the undersigned, personally appeared KARIN T. WOMPA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

[Signature]  
Notary Public







County: Westchester  
Town: Mount Pleasant  
Section: 115.11  
Block: 1  
Lot: 2 & 85

RECORD AND RETURN TO:

Janet Gandolfo, Esq.  
Village Counsel  
28 Beekman Avenue  
Sleepy Hollow, New York 10591

SCHEDULE A

[Legal Description]

# FIRST ORDER, LLC

1700 Sullivan Trail, Suite 13  
Easton, PA 18040  
(610) 438-5840 \* fax (610) 438-0004

## Lot 2

Metes and Bounds Description  
Town of Mount Pleasant  
Sec 115.11 Block 1 Lot 2  
Sec 115.11 Block 1 Lot 85  
Westchester County, New York

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

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

1. South  $72^{\circ}57'52''$  West a distance of 241.72 feet to a point, thence
2. South  $41^{\circ}01'06''$  West a distance of 202.35 feet to a point, thence
3. South  $12^{\circ}56'06''$  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  $54^{\circ}46'45''$ , for an arc length of 207.47 feet, the chord of which bears South  $06^{\circ}17'48''$  West for a distance of 199.66 feet to a point, thence
5. South  $21^{\circ}05'34''$  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  $17^{\circ}45'48''$ , for an arc length of 113.78 feet, the chord of which bears South  $29^{\circ}58'28''$  East for a distance of 113.33 feet to a point, thence;
7. Along the northwesterly line of lands of Manuel Chimbo, South  $60^{\circ}20'39''$  West a distance of 83.39 feet to a point, thence
  
8. Along various owners on the arc of a non-tangent curve to the left having a radius of 8004.95 feet, turning a central angle of  $00^{\circ}42'11''$ , for an arc length of 98.23 feet, the chord of which bears South  $22^{\circ}14'03''$  East for a distance of 98.23 feet to a point, thence

Running the following courses along lands of Union Building Corporation:

9. North  $67^{\circ}24'52''$  East a distance of 34.00 feet to a point, thence
10. 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 241.36 feet, the chord of which bears South  $23^{\circ}27'11''$  East for a distance of 241.36 feet to a point, thence
11. South  $24^{\circ}19'14''$  East a distance of 7.75 feet to a point, thence
  
12. Along the northwesterly line of Beekman Avenue, South  $66^{\circ}16'16''$  West a distance of 40.00 feet to a point, thence

Running the following courses along the Metro North Railroad Hudson Branch:

13. North  $24^{\circ}19'14''$  West a distance of 7.34 feet to a point, thence

# FIRST ORDER, LLC

1700 Sullivan Trail, Suite 13

Easton, PA 18040

(610) 438-5840 \* fax (610) 438-0004

14. Along the arc of a tangent curve to the right with a radius of 8010.95 feet, turning a central angle of  $00^{\circ}35'18''$ , for an arc length of 82.26 feet, the chord of which bears North  $24^{\circ}01'35''$  West for a distance of 82.26 feet to a point, thence;
15. South  $66^{\circ}16'04''$  West a distance of 19.06 feet to a point, thence
16. Along the arc of a non-tangent curve to the right having a radius of 8030.01 feet, turning a central angle of  $01^{\circ}37'21''$ , for an arc length of 227.39 feet, the chord of which bears North  $22^{\circ}55'16''$  West for a distance of 227.39 feet to a point, thence North  $67^{\circ}53'25''$  East a distance of 6.65 feet to a point, thence
17. North  $22^{\circ}04'27''$  West a distance of 10.90 feet to a point, thence
18. South  $67^{\circ}58'05''$  West a distance of 5.89 feet to a point, thence
19. Along the arc of a non-tangent curve to the right having a radius of 8029.25 feet, turning a central angle of  $00^{\circ}06'00''$ , for an arc length of 14.00 feet, the chord of which bears North  $21^{\circ}58'55''$  West for a distance of 14.00 feet to a point, thence
20. North  $68^{\circ}04'05''$  East a distance of 4.69 feet to a point, thence
21. Along the arc of a non-tangent curve to the right having a radius of 8024.56 feet, turning a central angle of  $01^{\circ}37'38''$ , for an arc length of 227.92 feet, the chord of which bears North  $21^{\circ}07'06''$  West for a distance of 227.91 feet to a point, thence
22. North  $69^{\circ}41'44''$  East a distance of 6.61 feet to a point, thence
23. Along the arc of a non-tangent curve to the right having a radius of 8017.95 feet, turning a central angle of  $12^{\circ}56'03''$ , for an arc length of 1809.99 feet, the chord of which bears North  $13^{\circ}50'15''$  West for a distance of 1806.15 feet to a point, thence
24. Along the southerly line of lands of The Village of Sleepy Hollow, South  $89^{\circ}07'56''$  East a distance of 834.01 feet to a point, thence
25. Along the westerly line of lands of Historic Hudson Valley, South  $02^{\circ}25'04''$  West a distance of 676.68 feet to a point, thence

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

26. South  $86^{\circ}06'26''$  East a distance of 288.55 feet to a point, thence
27. Along the arc of a tangent curve to the right with a radius of 134.01 feet, turning a central angle of  $51^{\circ}37'10''$ , for an arc length of 120.73 feet, the chord of which bears South  $60^{\circ}17'51''$  East for a distance of 116.69 feet to a point, thence;
28. South  $34^{\circ}29'16''$  East a distance of 42.32 feet to a point, thence
29. Along the arc of a tangent curve to the right with a radius of 122.50 feet, turning a central angle of  $32^{\circ}45'20''$ , for an arc length of 70.03 feet, the chord of which bears South  $18^{\circ}06'36''$  East for a distance of 69.08 feet to a point, thence;
30. Along the northerly line of Victoria M. Jenkins, South  $88^{\circ}16'04''$  West a distance of 100.00 feet to a point, thence
31. Continuing along said Jenkins and lands of other various owners, South  $01^{\circ}43'56''$  East a distance of 294.27 feet to a point, thence
32. Along the northerly line of lands of the Village of Sleepy Hollow, South  $72^{\circ}57'52''$  West a distance of 269.30 feet to a point, thence



FIRST ORDER, LLC

1700 Sullivan Trail, Suite 13

Easton, PA 18040

(610) 438-5840 \* fax (610) 438-0004

33. Continuing along the same, South  $17^{\circ}02'08''$  East a distance of 75.00 feet to the point and place of beginning.

Containing 1,232,337 square feet or 28.2906 acres of land.

Being the property as described in Frontier Abstract Commitment No. 510434, Parcels II & III

Jack W. Shoemaker

New York Professional Land Surveyor 50495

## SCHEDULE B

### [Representations, Warranties, Covenants and Restrictions]

The Grantee, for itself and each and every successor and/or assign of the Grantee, hereby represents, warrants, covenants and agrees to and with the Grantor, its successors and/or assigns and, also, to and with General Motors LLC (“**GMLLC**”), a Delaware limited liability company having an address at 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265-3000, its successors and/or assigns, each and all of whom shall be and be deemed to be third-party beneficiaries of and entitled to enforce each and all of the representations, warranties, covenants and agreements of the Grantee, its successors and/or assigns, as are set forth in this indenture, to the same extent as the Grantor, its successors and/or assigns, as follows (collectively, the “**Covenants and Restrictions**”):

(a) The Property (defined below) shall at all times be held, used and conveyed subject to the terms of the Village of Sleepy Hollow Resolution Granting Special Permit attached hereto as Exhibit 1 (herein, the “**Special Permit**”).

(b) At all times, to comply with any and all applicable federal, state, or local environmental laws, regulations, ordinances, codes, or administrative orders or agreements, including obtaining and complying with any and all permits, licenses, or authorizations required and issued thereunder, including, but not limited to, any and all due care requirements under New York law and all federal and state requirements (collectively “**Environmental Laws**”), in connection with or related to the use, operations, development, excavation, (including off-site disposal of site soils and the mitigation of vapor intrusion with respect to the remediation/redevelopment of the Property) grading, construction, or demolition, at, in, on, or below the Property.

(c) In lieu of all other persons and/or entities including, without limitation, the Grantor, to be: (i) solely responsible and liable for any and all issues related to the migration of water within the Property and off of the Property; and (ii) solely responsible and liable for any and all alleged or actual violations of any applicable Environmental Laws concerning or related to the Property.

(d) That use of groundwater at, in, or under the Property by any person or entity for any purpose, shall be strictly prohibited.

(e) That, as of the date of the Deed, the Property may contain historic fill, river dredgings, footings and remnants of building slabs from former structures, rail road sidings and various discarded materials, including, but not limited to, building materials from demolition activities; domestic and industrial trash; tires; automotive parts; used containers which held materials such as paint, antifreeze, gasoline, and other chemical substances; materials painted with lead-based paints or otherwise, wood, concrete, brick, and floor block; building materials which may contain asbestos-containing materials; and roof shingles (the historic fill, river dredgings, footings and remnants of building slabs from former structures, rail road sidings and discarded materials are herein collectively referred to as “**Debris**”).

(f) In lieu of all other persons and/or entities including, without limitation, the Grantor, to be solely liable and responsible for all Debris and all matters relating thereto, including the proper management and disposal of Debris.

(g) That any and all soil and/or Debris management and surface water and/or groundwater management required or necessary under applicable laws or regulations or because of excavation, demolition, or soil disturbance related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property is the sole obligation and liability of the Grantee. Such soil and/or Debris management and surface water and/or groundwater management may include in-place management, excavation, sediment and erosion control, and disposal or other soil and Debris management options which are allowed or required under applicable Environmental Laws.

(h) That the Grantee shall not “treat,” “store” or “dispose” of any “hazardous substances,” “hazardous wastes” or “toxic substances” as those terms are defined under CERCLA, 42 U.S.C. 9601 *et. seq.*, RCRA, 42 U.S.C. 6901 *et. seq.*, or TSCA, 15 U.S.C. 2601 *et. seq.*, or under similar New York law, statute, or regulation, on, at, or below the Property, and shall maintain generator-only status; provided, however, that the Grantee may: (A) accumulate such substances or wastes as allowed under applicable Environmental Laws for off-site treatment, off-site storage, or off-site disposal; and (B) use and/or store commercial products on-site which may contain such substances.

(i) That the Property may only be utilized for municipal and public uses of the Village of Sleepy Hollow (the “Village”) including, but not limited to, uses customarily undertaken by the Village Department of Public Works or any other Village Department, as well as other activities from time to time undertaken by a municipality including, but not limited to, indoor and outdoor recreational activities and ancillary uses, or any other indoor or outdoor recreational activities and ancillary uses as may be undertaken by parties other than the Village. Moreover, non-commercial, not-for-profit uses of the portion of the Property to be owned by Historic Hudson Valley are also permitted. Prohibited uses include, but are not limited to, retail uses, restaurant uses, office uses (except ancillary to the Village Department of Public Works facility), outdoor storage of vehicles, equipment, and materials (except ancillary to the Village Department of Public Works facility, and vehicles and equipment ancillary to Historic Hudson Valley uses), theater uses, residential uses, stand-alone day care centers, schools (including preschools, elementary schools, and secondary schools), hospitals, medical offices, facilities and clinics, and any other uses that would typically require cleanup to unrestricted residential use standards under applicable New York law. Notwithstanding the foregoing, the Property may be used for: (1) temporary staging and storage of vehicles, equipment, and materials (subject to subsection (h), above), including in conjunction with the construction pursuant to the Special Permit of improvements on the properties shown and designated as Lot 1 and Lot 3 (collectively, the “Lots”) on that certain map titled Final Subdivision Plat, prepared by Jack W. Shoemaker, Licensed Land Surveyor, dated September 3, 2014, to be filed in the Westchester County Clerk’s office; and (2) temporary overflow parking for uses located on the Lots, in all events subject to any and all applicable federal, state, or local laws, regulations, ordinances, and codes, and any and all permits, licenses, or authorizations required and issued thereunder.

(j) That any site modifications or redevelopment limitations required at, in, on, or below the Property, or modification to building design or construction to accommodate

allowable uses hereunder are the sole obligation and liability of the Grantee (or the owner of the Property at the time of such activities) and will be conducted at the Grantee's sole expense.

(k) That as of the date of the Deed, the Property may contain active and or inactive underground process or utility lines or piping, including, without limitation, sanitary or storm sewers and gas, water, electrical, fire protection and septic systems, and any other similar utility lines or piping which may be present at or below the Property (herein collectively referred to as "Utility Lines").

(l) In lieu of all other persons and/or entities including, without limitation, the Grantor, to be solely liable and responsible for the Utility Lines and all matters relating thereto.

(m) That any and all management, including, but not limited to, maintenance, removal, repair, or associated cleanup of the environment of or due to any such Utility Lines that may be required or necessary: (A) under applicable Environmental Laws or other laws or regulations; (B) to properly maintain the Property; or (C) because of excavation, demolition, or soil disturbance related to future use, development, or construction at or of the Property, is the sole obligation and liability of the Grantee or the owner of the Property at the time of such activities.

(n) To be solely responsible for the proper maintenance of the Property, including: (A) any and all current or future structures, facilities, parking lots and storage areas; (B) all institutional and engineering controls, including caps, covers, and isolation barriers required as part of the RAP (defined below), the Environmental Easement (defined below), the Site Management Plan (defined below), and/or the BCA (defined below) approved by DEC (defined below); and (C) any maintenance, health, environmental and safety issues related to any future development, excavation, demolition, or construction activities at the Property.

(o) That the Environmental Easement runs with the land, is binding on the Grantee, its successors, assigns and lessees and any person using the Property. A copy of the Environmental Easement and the SMP shall be provided by the Grantee to all persons who acquire any interest in the Property.

References in these Covenants and Restrictions to "the Grantor" shall mean and include both The Town of Mount Pleasant Industrial Development Agency, its successors and/or assigns and General Motors LLC, its successors and/or assigns.

For purposes of this Schedule B, the following words or phrases are defined as follows:

**"2007 Findings"** – The Environmental Findings Statement adopted July 24, 2007 by the Village Board of the Village, in its capacity as Lead Agency for the environmental review of the Project (defined below) conducted under SEQRA (defined below).

**"2011 Amended Findings"** – The additional findings made by the Village Board of the Village on January 25, 2011 determining that the implementation of the Project will not result in adverse environmental impacts significantly different from those that were addressed in the 2007 Findings.

“**BCA**” or “**Brownfield Cleanup Agreement**” – The DEC Brownfield Cleanup Agreement for the Property (BCA Index Number C360070-12-10 Site Number C360070B) executed December 2010 and amendment(s) dated August 2013 and any subsequent amendments.

“**DEC**” – New York State Department of Environmental Conservation.

“**Deed**” – The Deed to which this Schedule B is annexed.

“**Environmental Easement**” – An easement recorded against the Property, granted by The Town of Mount Pleasant Industrial Development Agency and GMLLC, to DEC to impose certain use restrictions, and require compliance with the respective site SMP and all engineering and institutional controls placed on the Property.

“**Project**” – The project that is the subject of the Special Permit.

“**Property**” - Certain property in the Village of Sleepy Hollow, New York, as more particularly described in Schedule A to the Deed.

“**RAP**” or “**Remedial Action Plan**” – Remedial requirements identified in the June 2012 Decision Document for the Former General Motors North Tarrytown Brownfield Cleanup Program, Sleepy Hollow, Westchester County.

“**Response Activities**” – Those activities required to comply with the terms of the RAP, Environmental Easement, Site Management Plan, BCA, or other requirements under applicable Environmental Laws or other laws or regulations.

“**SMP**” or “**Site Management Plan**” – A plan that establishes requirements and procedures for engineering and institutional controls and monitoring at the Property, approved by DEC and required by the Environmental Easement to manage remaining contamination and to document compliance with the Environmental Easement.

“**SEQRA**” - New York State Environmental Quality Review Act, and the rules and regulations promulgated thereunder.

The Covenants and Restrictions are not intended to prohibit the Grantee from utilizing engineering controls and/or in situ or other on-site remediation techniques in the course of its performance of Response Activities to address contamination at, under or migrating from the Property.

The Covenants and Restrictions shall be binding upon and enforceable against the Grantee, and each and every successor and assign of the Grantee (including, without limitation, all subsequent owners of all or any portion of the Property, all tenants, licensees, occupants and/or users of all or any portion thereof), shall run with the land conveyed by the Deed in perpetuity and shall inure to the benefit of the Grantor, its successors and/or assigns.

The Covenants and Restrictions shall be included in: (i) any deed of conveyance transferring complete or partial ownership of the Property; and (ii) any agreement transferring

complete or partial possession or ownership of the Property through sale, lease, or otherwise to any successor, assignee, purchaser, or tenant.

## SCHEDULE C

### [Easements, Conditions and Agreements]

The Grantee, for itself, its successors and/or assigns, grants unto: (i) General Motors LLC (“**GMLLC**”), a Delaware limited liability company having an address at 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265-3000; and (ii) Lighthouse Landing Venture LLC (“**LLVLLC**”), a Delaware limited liability company having an address at 1270 Ave of the Americas, Suite 301, New York, New York 10020, and each of their respective, affiliates, successors and/or assigns (each of whom are herein sometimes referred to individually as, a “**Beneficiary**” and all of whom are herein sometimes referred to as, the “**Beneficiaries**”), the following easements, subject nevertheless to the conditions and agreements herein set forth (such easements, conditions and agreements referred to herein collectively as, the “**Easement**”): (x) a perpetual easement and right to enter upon the Property to undertake Response Activities in the event: (1) DEC or any other local, state or federal agency or governmental entity notifies a Beneficiary that the Grantee has failed to undertake a required Response Activity or requires a Beneficiary to undertake Response Activities; or (2) the Grantee fails to complete required Response Activities within sixty (60) days after receiving a default notice from DEC or any other local, state or federal agency or governmental entity (collectively, the “**Access Conditions**”); and (y) a perpetual easement and right to enter upon the Property from time to time to inspect the same for purposes of confirming compliance with the Covenants and Restrictions (in each instance, an “**Inspection**”).

(a) Each Beneficiary availing itself of the Easement shall provide the Grantee with at least three (3) days notice before accessing the Property to conduct a Response Activity or an Inspection, which notice shall be given via e-mail or by telephone to Anthony Giaccio at [agiaccio@villageofsleepyhollow.org](mailto:agiaccio@villageofsleepyhollow.org) or (914) 366-5105 (the “**Grantee’s Contact Person**”). The Grantee shall have the right to change the Grantee’s Contact Person from time to time upon written notice to the Beneficiaries, but any such notice shall not be effective unless and until actually received by the Beneficiaries.

(b) The Beneficiaries agree to comply with all local, state and federal laws, ordinances, rules and regulations in connection with the Response Activities. The Beneficiaries and their contractors shall have the right to enter the Property with such equipment as is determined necessary in each Beneficiary’s discretion and judgment. The Beneficiaries agree to exercise due care in the performance of the Response Activities on the Property including compliance with any health and safety plan, monitoring requirements and/or similar provisions or restrictions on its activities on the Property.

(c) The Beneficiaries and their respective contractors, agents, and employees shall use reasonable efforts to minimize the interference with the Grantee’s use or operations at the Property including compliance with any health and safety plan, monitoring requirements and/or similar provisions or restrictions on its activities on the Property.

(d) Each Beneficiary availing itself of the Easement shall promptly repair any damage caused by intentional malfeasance, recklessness or gross negligence involved in accessing the Property or undertaking any Response Activities.

(e) Each Beneficiary availing itself of the Easement shall maintain and provide to the Grantee certificate(s) of insurance evidencing comprehensive general liability (“CGL”) insurance with policy limits of at least \$5,000,000 and workmen’s compensation insurance and employer’s liability insurance in at least the minimum amount required by the State of New York. The Grantee and any lender of the Grantee made known by the Grantee to the Beneficiary availing itself of the Easement shall be named as an additional insured on the CGL policy. Alternatively, a Beneficiary shall be entitled to self-insure any or all of the insurance requirements above that it performs itself (with any contractors engaged by a Beneficiary being obligated to comply with such insurance requirements).

(f) The Grantee shall reasonably cooperate with each Beneficiary availing itself of the Easement including the agents and consultants of any such Beneficiary in connection with the Response Activities or an Inspection. Each such Beneficiary shall reasonably cooperate with the Grantee in coordinating the performance of such Response Activities at the Property with the Grantee’s construction/development work, if any.

Capitalized words used but not defined in this Schedule C shall have the meanings ascribed to them in Schedule B and the other portions of this instrument. References in this Schedule C to the “Grantee” shall mean and include the Grantee, and each and every successor and/or assign of the Grantee (including, without limitation, all subsequent owners of all or any portion of the Property, and all tenants, licensees, occupants and/or users of all or any portion thereof). The Easement shall run with the land conveyed by this instrument in perpetuity and shall inure to the benefit of each and every Beneficiary.

EXHIBIT 1

[Special Permit]

MEETING DATE: 06/07/2011  
RESOLUTION #: 06/66/2011

**VILLAGE OF SLEEPY HOLLOW  
MAYOR AND BOARD OF TRUSTEES  
RESOLUTION GRANTING SPECIAL PERMIT AND APPROVING THE  
RIVERFRONT DEVELOPMENT CONCEPT PLAN FOR THE  
LIGHTHOUSE LANDING RIVERFRONT DEVELOPMENT**

WHEREAS, an application to grant a Special Permit and approve a Riverfront Development Concept Plan for the construction of a mixed-use riverfront development project ("Project") was made by Roseland/Sleepy Hollow, LLC ("Roseland") and General Motors Corporation, ("Old GM") to the Mayor and Board of Trustees (the "Village Board") of the Village of Sleepy Hollow ("Village"); and

WHEREAS, on or about December 13, 2007 Old GM advised the Village that Roseland had withdrawn as a co-applicant; and

WHEREAS, Old GM filed for bankruptcy on June 1, 2009 under Chapter 11 of the United States Bankruptcy Code, and on or about June 15, 2009 Old GM informed the Village of its intention to assign its interests in the Project to a purchaser in a "363 Transaction" under the Bankruptcy Code; and

WHEREAS General Motors LLC ("Applicant"), a Delaware limited liability company, has advised the Village that it is the successor to Old GM to the interests of Old GM in the Project, the application, and the real estate and agreements with the Village which are the subject of the application;

WHEREAS, the Project is proposed to be located on the Site of the former General Motors automotive assembly plant located at 199 Beekman Avenue, Sleepy Hollow, New York, and which consists of three parcels: 115.10-1-1, 115.11-1-1; and 115.15-1-1, collectively totaling approximately ±94.5 acres (the "Site"); and

WHEREAS, the Project to be known as "Lighthouse Landing" consists of (a) 1,177 residential units; (b) approximately 135,000 square feet ("sf") of retail space (including a ±25,000 sf market, ±18,000 sf cinema, ±89,000 sf of shops/restaurants principally along Beekman Place, and a ±5,000 sf restaurant located within a proposed hotel); (c) ±35,000 sf of office space; and a 140-room hotel; (d) the potential for the addition of 6,000 sf of retail/restaurant space; (e) approximately 45 acres for public open space, public interest or public use (e.g., roads, sidewalks and utility access), including an approximately 16.1 acre public waterfront open space which includes the approximately 13.1 acres of waterfront open space, expanded buffer area and Village Green and approximately 3 acres for the Central Park Green (collectively "The Waterfront Open Space") to be conveyed to the Village as permanent public open space, a portion of which abuts and potentially enhances Kingsland Point Park; (f) all roads and utilities to be constructed on the West Parcel (excluding the water system upgrades to be constructed by the Village off the Site); (g) rip rap repairs; (h) Kingsland Point Park Buffer and an emergency access to Kingsland Point Park; (i) removal of the existing overpass connecting the East and West Parcels; and (j) the reconstruction and upgrade of the Beekman Avenue bridge to a minimum HS 25 structural standard; and

WHEREAS, the Village Board acted as Lead Agency for the environmental review of the Project conducted under the State Environmental Quality Review Act (SEQR) and did determine in the Environmental Findings Statement adopted July 24, 2007 (the "Findings Statement"), that the proposed Project, with the mitigation measures identified therein, would minimize or avoid adverse environmental effects to the maximum extent practicable; and

WHEREAS, in November 2007 Old GM commenced an Article 78 proceeding challenging certain conditions imposed on it and Roseland in the Findings Statement, which

proceeding resulted in a January 8, 2010 Court Decision, Order and Judgment sustaining some conditions and amending or striking others; and

WHEREAS, the Applicant has asked the Village Board to resume processing the Application on behalf of the Applicant, and the Village Board believes it is in the best interests of the Village to do so, although the Applicant has advised the Village of its intention to convey its interests in the Project to an unknown third party ("Developer") and not to develop the Project itself or in a joint venture or partnership with the Developer; and

WHEREAS, the application including the Riverfront Development Concept Plan (RDCP) has been amended to conform to the Findings Statement, the January 8, 2010 Decision, Order and Judgment and as a result of discussions with the Village and GM; and

WHEREAS, the Applicant has submitted an Environmental Assessment Narrative describing the amendments and changes and their potential impacts on the environment compared to those described in the Findings Statement and, after a public meeting held on January 25, 2011, the Village Board has made additional findings (the "2011 Amended Findings") and a written determination that the implementation of the Project as now described and proposed will not result in adverse environmental impacts significantly different than those that were addressed in the Findings Statement; and

WHEREAS, the Village Board held a public hearing on the Special Permit and Concept Plan application on February 15, 2011 and June 7, 2011, during which all persons interested in commenting on the Special Permit and Riverfront Development Concept Plan application were provided an opportunity to be heard; and

WHEREAS, in support of the Special Permit and Concept Plan Approval Application the Applicant has submitted the following large-scale plans prepared by Divney Tung Schwalbe generally entitled:

	<u>Title</u>	<u>Scale</u>	<u>Issue Date</u>
	Cover Sheet	As noted	12/3/10
SP-1.0	Master Site Plan	1" = 100'	12/3/10
SP-1.1	Site Geometry Plan	1" = 50'	12/3/10
SP-1.2	Site Geometry Plan	1" = 50'	12/3/10
SP-1.3	Site Geometry Plan	1" = 50'	12/3/10
SP-1.4	Site Geometry Plan	1" = 50'	12/3/10
SP-2.1	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.2	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.3	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-2.4	Site Grading & Utility Plan	1" = 50'	12/3/10
SP-3.1	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.2	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.3	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-3.4	Conceptual Landscape Plan	1" = 50'	12/3/10
SP-4.0	Conceptual Erosion & Sediment Control Plan	1" = 100'	12/3/10
EX-1.0	Existing Conditions Plan	1" = 100'	12/3/10

In addition to the above, Divney Tung Schwalbe also submitted a further amended Riverfront Development Concept Plan dated November 29, 2010 (together, the "Concept Plan"). In support of the Concept Plan, Applicant also submitted a set of preliminary architectural drawings prepared by the Lessard Group, Inc. essentially illustrating selected buildings of the project dated May 15, 2007 (the "Lessard Plans").

	<u>Title</u>	<u>Scale</u>	<u>Issue Date</u>
00a	Overall Site Plan	1" = 40'	5/15/07
00b	Overall Tabulation	-	5/15/07
00c	Parking Diagram	1" = 40'	5/15/07
01a	Building A	1" = 40'	5/15/07
01b	Building A	1/16" = 1'	5/15/07
02a	Building B	1" = 40'	5/15/07
02b	Building B	1/16" = 1'	5/15/07
03a	Building C	1" = 40'	5/15/07
03b	Building C	1/16" = 1'	5/15/07

05a	Buildings F and G	1" = 40'	5/15/07
05b	Building F	1/16" = 1'	5/15/07
05c	Building G	1/16" = 1'	5/15/07
06a	Building H	1" = 40'	5/15/07
06b	Building H	1/16" = 1'	5/15/07
08a	Buildings K & L	1" = 40'	5/15/07
08b	Building K	1/16" = 1'	5/15/07
08c	Building L	1/16" = 1'	5/15/07
08d	Buildings K & L	1/16" = 1'	5/15/07
09a	Building M	1" = 40'	5/15/07
09b	Building M	1/16" = 1'	5/15/07
09c	Building M	1/16" = 1'	5/15/07
011a	Building R	1" = 40'	5/15/07
011b	Building R	1/16" = 1'	5/15/07
011c	Building R	1/16" = 1'	5/15/07
12a	Block Q	1/8" = 1'	5/15/07
12b	Block Q	1/16" = 1'	5/15/07
12c	Block Q	1/16" = 1'	5/15/07
12d	Block Q	1/16" = 1'	5/15/07

WHEREAS, the above referenced plans, as modified, are hereinafter collectively referred to as the "Riverfront Development Concept Plan"; and

WHEREAS, the record of the Project's approval process is fully described in the Draft Environmental Impact Statement accepted as complete on January 11, 2005 ("DEIS"), the Final Environmental Impact Statement accepted as complete on December 19, 2006 ("FEIS"), the Environmental Assessment Narrative accepted as complete on December 14, 2010, the Findings Statement, the 2011 Amended Findings, and the application materials referenced above; and

WHEREAS, the Village Board has reviewed the application for Special Permit and Concept Plan Approval in accordance with Section 62-5.1.N.(2)(a-c) and (3)(a-g) of the Zoning Code of the Village of Sleepy Hollow; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 62.5.1.N (2) (a-c) and (3)(a-g) of the Zoning Code, the Village Board determines that the Project, as described

above and modified by the conditions enumerated in this Special Permit and Riverfront Development Concept Plan Approval, meets the following standards:

**I. Conformance of the Concept Plan with the Requirements of the Riverfront Development District - §62-5.1.N(2)**

*a. The Concept Plan will substantially fulfill all of the purposes of the Riverfront Development Zoning (RF) District.*

*a.1.* The overall purpose of the RF District is to promote the policies and purposes of the Local Waterfront Revitalization Program (the "LWRP"), including positive development and revitalization of the waterfront area, while ensuring such revitalization is sensitive to the Village's coastal and community resources. The proposed Lighthouse Landing Riverfront Development Concept Plan revitalizes a significant unused portion of the Village's waterfront and replaces an existing incompatible land use, consisting almost entirely of impervious concrete slab and asphalt parking lot, with a mixed-use neighborhood including commercial, residential, recreational, and public uses. This is consistent with the RF District purposes of providing residential and waterfront commercial uses to serve as a catalyst for the economic revitalization of the Village core area. The Project is anticipated to result in an annual net fiscal surplus to the Village, and Tarrytown Union Free School District. In addition, the improved quality of the Site, and additional residents, employees and visitors is expected to spur additional business activity in the Inner Village and encourage revitalization.

*a.2.* The RF District purposes also stress achieving public access to the coastal area, providing further opportunities for permanent public views and visual access to the Hudson River, and increasing pedestrian public access to the waterfront, and

integrating that access with existing and anticipated pedestrian access opportunities on adjacent lands. The Project incorporates uses that are waterfront-compatible and achieves full unobstructed public access along its entire  $\pm 2,300$  linear foot shoreline, where there was none before. The Project's configuration and extensive public open space (including approximately 16.1 acres of waterfront parkland and open space) provide for numerous and significant permanent public views of the Hudson River, and prevent the loss of existing significant public views of the Hudson River and opposite shore. The open space components have also been designed to connect with neighboring open space resources such as Kingsland Point Park, and Horan's Landing and includes pedestrian and bike paths through the open space that allow for the extension of the Hudson River Greenway Trail.

- a.3.* In addition, the Applicant has developed, in coordination with Village staff and design consultants, a comprehensive Design Guidelines document that establishes design principles for, among others, architectural treatment and scale, materials, building orientation, streetscapes, and open spaces. The Design Guidelines responds to the RF District purpose of encouraging a mix of uses on the waterfront with a consistent set of design standards.
- a.4.* The RF District also includes several purposes related to natural resources, including protecting sensitive environmental areas, to prevent soil erosion, sedimentation, and slope failure, and to prevent water and air pollution. To minimize the erosion and sedimentation from both construction activities and post-development conditions, a detailed erosion and sediment control plan will be

prepared during Site Plan review by the Developer. The plan will outline the structural measures to be provided during all activities, the amount of soil exposure that can be properly managed, the location of access, storage of materials and inspection and maintenance requirements. The Project also will comply with the NYSDEC General Permit for Stormwater Discharges From Construction Activities. The Project will result in a substantial reduction in the total amount of impervious coverage and shall include a series of structural measures, such as sediment traps and hydrodynamic separators, which will provide sediment and nutrient removal.

a.5. The Project also incorporates significant landscaping (the Conceptual Landscape Plan (SP.3.1-SP3.4 noted above) indicates over 3,000 trees and shrubs), which would replace currently impervious surface area, thereby reducing potential stormwater runoff.

b. *The Concept Plan will be in harmony with the appropriate and orderly development of the Village's waterfront area*

b.1. The area surrounding the Site is characterized by a mix of retail and commercial uses, a number of residential areas, Historic Hudson Valley's (HHV) Philipsburg Manor Restoration, public uses (e.g., DPW garage) and park and open spaces (e.g., Horan's Landing, Kingsland Point Park). The Project would transform the Site from an almost entirely concrete slab and asphalt parking lot into a mixed-use neighborhood including condominium, apartment and townhouse residences, retail space, office space, a hotel and cinema building. These types of uses are commonly found in a mixed-use setting, are consistent with the permitted uses in

the RF district, and are compatible with surrounding development patterns and land uses.

b.2. The Project provides for a total of approximately 45 acres (approximately 47.6% of the Site area) for open space, public interest, or public use (e.g., roads, sidewalks and utility access). The open space includes approximately 16.1 acres on the waterfront that will allow for the construction of the Village's Waterfront Open Space recreational components. These provide a variety of water-dependent recreational uses within a substantial waterfront park environment. The inclusion of this substantial open space along the Hudson River and Kingsland Point Park improves the relationship between the Site and surrounding public property.

c. *The Concept Plan is consistent with the policies and purposes of the Village's LWRP.*

The proposed Project has been reviewed by the Village's WAC for consistency with the goals and objectives outlined in the Village's LWRP. On January 10, 2007 the WAC issued a consistency recommendation that the Project was consistent with LWRP goals and objectives. The Village Board, as required under Chapter 59-A-5.H. of the Village Code has completed its own consistency determination and has found that the Project, with modifications set forth therein, meets the specific requirements for promoting water compatible/water-enhanced uses and is consistent with the goals and policies of the Village's LWRP.

**II. Conformance of the Project with the Conditions and Standards for Issuance of a Special Permit - §62-5.1.N(3)**

a. *The Project will fulfill all of the purposes of the Riverfront Development Zoning (RF) District.*

The overall purpose of the RF District is to promote the policies and purposes of the LWRP, including positive development and revitalization of the waterfront area, while ensuring such revitalization is sensitive to the Village's coastal and community resources. For the reasons stated above, the Project fulfills this purpose. The Village Board, after due consideration of the record, including the WAC's consistency recommendation, also finds the Project to be consistent with the goals and objectives of the Village's LWRP.

- b. *The Project meets the riverfront development design standards set forth in Section 62-5.1V, to the extent applicable at the Special Permit stage.*

Riverfront Development Design Standards - 62-5.1(V)

1. Comprehensive design (a-d)

The mix of residential and commercial uses complement each other by providing a built-in market for the new businesses, and the services provided by these businesses will help to meet the needs of the new residents for goods and services, without necessarily requiring them to leave the Site or take a private automobile. As described above, the improvement of the Site, and the new residents, employees and visitors are expected to serve as a catalyst for the economic revitalization of the Village's core area. Suitable provision for ingress/egress, circulation and utility service have been provided. The Design Guidelines included in the Project FEIS will be used as a standard of design for the creation of a distinct waterfront district in the spirit of an "old Hudson River community," as defined in the Village's LWRP and RF district regulations. The Project substantially increases access to the Hudson River waterfront, providing public access along the complete length of the Project's shoreline, and connecting

with adjacent public open spaces. The Project also expands the opportunities for public views of the Hudson River.

2. Relationship to uses on surrounding public property

The Riverfront Open Space and the buffer area adjacent to Kingsland Point Park will serve as the central portion of a “green crescent” concept of publicly accessible open space linking Kingsland Point Park, DeVries Park, the Village’s Headless Horseman Trail, Horan’s Landing, HHV’s Philipsburg Manor Restoration, Sleepy Hollow Cemetery, Douglas Park and the Rockefeller State Park Preserve. The Project open space will also accommodate continuation of the Westchester County Riverwalk as it connects to the existing portion along Ichabod’s Landing site and eventually through to Kingsland Point Park. The uses and site plan configuration proposed near the Project’s entrances are compatible with surrounding development, and the Project will also involve the donation of approximately 20 acres on the East Parcel (not including approximately 8 acres identified to be for the benefit of Historic Hudson Valley for the enhancement of the Philipsburg Manor Upper Mill Historic Site) and 17± acres on the West and South Parcels to the Village for public use, including the recreational facilities, parking and space to support the provision of enhanced public services and uses.

3. Relationship to the Hudson River

The layout of the streets, buildings, and open spaces functions to maximize physical and visual access to the Hudson River for both residents and non-residents. The opportunities for direct physical access to the water include

fishing from the pier at the end of Beekman Avenue, boat access at the “dock and dine” pier, and small craft launching from the floating pier and expanded waterfront access area in the cove near Kingsland Point Park. The Project also includes a stormwater management system and will result in a substantial reduction in impervious surfaces as compared to the existing remnants of the former industrial use, which is anticipated to improve the quality of water being discharged to the Hudson River. The Project design therefore appropriately appreciates and addresses the Site’s important relationship to the Hudson River.

4. Provision of view corridors and protecting views to the Hudson River

The Project’s street system has been laid out so that all primary streets and the riverfront roadways lead to the Hudson River, so as to utilize the River as an organizing focus for the community and to provide view corridors that maximize views of the water. Several of the streets also flare towards their ends, providing for wider public view corridors to the Hudson River. The Project design also includes continuous open space along the Project’s entire shoreline, providing significant new view opportunities at the River’s edge. This perimeter open space requires that new buildings be located further away from the River’s edge, minimizing perception of building scale on views towards the Village from the water. The DEIS, FEIS and Environmental Assessment Narrative provided graphics depicting expected visual conditions from multiple vantage points throughout the Village, including viewsheds identified by the Village’s LWRP, and indicated that the significant existing public views of the River and the far shore will not be blocked.

5. Architectural design standards (a-h)

The Applicant, Village staff and design consultants have prepared a comprehensive Design Guidelines document that establishes design principles for, among others, architectural treatment and scale, materials, building orientation, streetscapes, and open spaces. The Design Guidelines will integrate cohesive design, maintain an appropriate Hudson River waterfront community image, and provide visual interest consistent with the framework found acceptable by the Village Board. A set of preliminary architectural drawings for certain of the proposed West Parcel buildings, prepared by the Lessard Architectural Group and dated May 15, 2007 (Lessard Plans), are intended to illustrate the concepts expressed in the Design Guidelines. The Village Board and Village staff and consultants have preliminarily reviewed these drawings and the Village Board finds that they advance the Village Board's design objectives, are generally consistent with the Design Guidelines, and will serve as the basis for the architectural design of the Project during the Site plan approval process. The Village Board accepts the Design Guidelines as a policy document to guide the Village in matters of Site Plan and architectural design.

6. Landscaping, screening and buffering (a-c)

6.a. The Developer will be required to commit to retaining a duly qualified landscape architect to assist in the more detailed design of the street tree planting and landscaping of the Project.

6.b. The Project will incorporate appropriate street tree planting and landscaping along street right-of-ways, within pocket parks and in building courtyards, as part of the Comprehensive Landscape Plan to be included as part of the Site Plan Application.

7. Lighting

The Project includes the potential for utilizing the decorative style streetlight fixtures installed on Beekman Avenue or similar decorative style lighting along the new roadways in order to encourage pedestrian use and provide an attractive and compatible appearance.

8. Signage

Signage for the Project will be designed to complement the character of the architecture and will be prepared for Planning Board review and approval as part of the site plan review process. All signage shall be in accordance with a comprehensive signage plan and sized and scaled appropriately for its purpose.

9. Vehicular circulation system and traffic access

9.a. In order to be capable of handling the delivery of construction materials to the site, the Beekman Avenue Bridge needs to be upgraded to a minimum HS25 standard. To reduce commuter use of automobiles, the Developer will provide a jitney/shuttle service during Metro-North peak hours that will run through the Site and transport commuters to the nearby Tarrytown Metro-North station.

9.b. As described in the Design Guidelines, most of the Project's streets will have parking on both sides of the roadway and traffic lanes widths of 11-12 feet. This approach is consistent with traditional neighborhood design techniques designed to provide for traffic calming and a more pedestrian friendly streetscape.

10. Public access (a-c)

The Project provides pedestrian access along the entire length of its Hudson River shoreline. This open space has also been designed with connections to surrounding open spaces such as Kingsland Point Park, and Horan's Landing, facilitating a continuous riverfront pedestrian path system. The waterfront open space far exceeds the minimum width standards of the RE-district. Access into the Park shall be provided across the buffer from the Project to the Park, although there shall be no provision for traffic through Kingsland Point Park, other than for emergency, park maintenance and pedestrian access.

11. Off-street parking and loading (a-g)

The Project includes a number of parking and loading facilities that have generally been designed in coordination with the proposed uses, street system, and open space network. The spaces are proposed in off-street lots, garages, below-grade structures and on-street locations. The bulk of the parking spaces are provided in below-grade structures, garages or in lots that are effectively screened by buildings. The remaining open lots will receive suitable landscaping to screen and minimize visual impact of the parking areas. Overall, the Project provides

approximately 3,150 spaces on the west and South Parcels directly associated with its residential and commercial uses. The parking is distributed appropriately and in coordination with the street system. As documented in the Findings Statement, and the 2011 Amended Findings given that the Site has a transit and pedestrian orientation, and in consideration of the alternative parking methods incorporated into the project, including shared parking, parking incorporated within buildings, and valet parking, the Project will provide adequate parking. As authorized in §62-5.1(V)(12)(g)(2), the Village Board finds that the alternative parking methods are acceptable and that in accordance with the provisions of 62-5.1(R) the off-street parking requirements of the Zoning Ordinance have been satisfied.

12. On-site utilities and services (1-6)

All new utilities within the Project will be located underground. As described during the environmental review, the Project will be served by public water and sewer systems, which will have, following the Village's completion of planned water systems improvements, adequate capacity to serve the new uses. The Project also incorporates a stormwater management system that will provide water quality treatment of surface runoff from buildings and pavement areas prior to discharge to the Hudson River.

*c. The proposed riverfront development or special-use project will be in harmony with the appropriate and orderly development of the Village's waterfront area.*

*c.1.* The Project is the second Riverfront Development project to be constructed along Sleepy Hollow's waterfront and the centerpiece of the RF-Riverfront Development District. The area surrounding the Site is characterized by a mix of retail and commercial uses, a number of residential areas, historic properties,

public uses (e.g., DPW garage) and park and open spaces (e.g., Horan's Landing, Kingsland Point Park). The Project would transform the Site from an almost entirely concrete slab and asphalt parking lot into a mixed-use neighborhood including condominium, apartment and townhouse residences, retail space, office space, a hotel and cinema building. These types of uses proposed are commonly found in a mixed-use setting, are consistent with the permitted uses in the RF district, and are compatible with surrounding development patterns and land uses.

c.2. The Project also provides for a total of approximately 45 acres (approximately 47.6% of the Site area) for open space, public interest, or public use, including the approximately 16.1 acre Waterfront Open Space which will allow for the installation of the Village's Waterfront Use Master Plan recreational components. These provide a variety of water-dependent recreational uses within a substantial waterfront park environment. The inclusion of this substantial open space along the Hudson River and Kingsland Point Park improves the relationship between the Site and surrounding public property.

d. *The proposed riverfront development or special use project will not hinder or discourage the appropriate development and use of adjacent lands.*

As noted above, the Project will transform an almost entirely concrete slab and asphalt parking lot into an active mixed-use community. The existing condition of the Site discourages development and investment in adjacent lands; the redevelopment of the Site is expected to create a more favorable environment for surrounding properties. The Project also includes a substantial buffer between Kingsland Point Park and the

nearest development, protecting and expanding the recreational usage of that public resource.

- e. *The proposed land uses of the project will be in accordance with the approved riverfront development concept plan.*

The current Riverfront Development Concept Plan which was the subject of the 2011 Amended Findings has been prepared taking into account the requirements set forth in the Village's Zoning Code, LWRP and other applicable Village, and County, and State regulations. All proposed land uses are compliant with the RF-District's use regulations.

- f. *The proposed riverfront development or special use project is consistent with the policies and purposes of the Village's LWRP.*

The Project has been reviewed by the Village's WAC for consistency with the goals and objectives outlined in the Village's LWRP. The WAC issued a consistency recommendation that the proposed Project was consistent with LWRP goals and objectives. The Village Board, as required under Chapter 59-A-5.H. of the Village Code has completed its own consistency determination and found that the proposed Project, with modifications set forth herein, meets the specific requirements for promoting water compatible/water-enhanced uses and is consistent with the goals and policies of the LWRP.

- g. *The proposed project is otherwise in the public interest.*

The Project replaces a currently incompatible and under-used land use and provides for meaningful permanent public access to the Hudson River where none existed previously since the 19th century. The Project also designates approximately 47.6% of the Site for open space or other public uses. The Project is also anticipated to provide an annual net fiscal surplus to the Village and to the Tarrytown Union Free

School District. All of these items have significant value to the Village and help advance the public interest.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and Board of Trustees hereby approves the issuance of a Special Permit to the Applicant, and this Resolution shall be such Special Permit, and grants Riverfront Development Concept Plan Approval to the Applicant to construct the Project conditioned upon the full compliance with the following:

1. This Special Permit is issued and the Riverfront Development Concept Plan Approval is granted to the Applicant on the conditions set forth in this Resolution. The Permit may only be assigned to a Developer who provides to the Village in form and substance reasonably satisfactory to the Village Attorney a statement that it will (a) assume and be subject to the obligations of the Applicant as described in the application, the FEIS, the Findings Statement as amended, and this Resolution and (b) that neither the Developer nor any of its controlling shareholders or parties (or, if a subsidiary or affiliate of another entity, the controlling shareholders or partners of such entity) or principal officers and employers have within the past 10 years been convicted of a felony, or debarred from contracting with the United States, any state, or any municipal subdivisions or agency of any state.

The Applicant shall use its commercially reasonable efforts to expeditiously select a Developer. Within 30 days following the date of the adoption of this Resolution, the Applicant shall issue a Request for Proposals ("RFP") the terms of which shall be at Applicant's sole discretion, but which shall include the applicable terms of this Resolution, to a list of potential Developers whom the Applicant deems to be qualified, who will have

60 days to respond. Applicant will attempt to choose a Successor Developer within 60 days after the last timely response is received and attempt to close title within 120 days after the choice has been made. GM will be considered the applicant for the approvals until it has conveyed the property to a Successor Developer, at which time the Successor Developer will assume all of the obligations of the Applicant. In the event closing of title is deferred for any reason, but the Developer is given possession of the Project Site in advance of title closing, the Project Site shall be deemed to have been restored to fully taxable status. If the Project Site is restored to fully taxable status after the commencement of a tax year, then the taxes for that year should be pro-rated so that full tax shall not relate back, but shall only be adjusted for the future (the remainder of the particular tax year). Applicant will consult with the Village on the choice of the Developer, but such choice will be solely within the discretion of Applicant who has the right not to select any of the proposals should it determine that none of the proposals are acceptable to it.

2. These conditions will apply to whichever of the Applicant or Developer is carrying forth the Project from time to time, and the term "Developer" in the succeeding conditions shall mean the entity carrying forth the Project at the time the condition is applicable.
3. The Project shall be constructed as described and detailed in the Riverfront Development Concept Plan, by the Findings Statement, 2011 Amended Findings Statement and this Resolution.
4. The residential portion of the Project shall be designed and planned to provide that 70% of the dwelling units will be offered for sale as condominium units or townhouses and 30% for lease; provided, however, that up to 40% of such units may be rented if the market

conditions existing when units are completed make sale of such units not reasonably profitable.

5. The Developer shall diligently pursue all required local, state and federal permits/ approvals and the performance of all necessary design work to allow for the reconstruction and upgrade of the Beekman Avenue Bridge to a minimum HS25 standard and the removal of the existing connector between the East and West Parcels. In this regard,
  - A. No building permit for any Project building (other than buildings that will be used for sales models that may be constructed on the South Parcel) will be issued prior to improvement of the Beekman Avenue Bridge to an HS 25 standard to accomplish the objectives set forth in Paragraph F below and removal of the existing connector. No temporary or permanent certificate of occupancy for any Project building will be issued prior to completion of the reconstruction and repair work on the Beekman Avenue Bridge and removal of the existing connector.
  - B. Prior to the Beekman Avenue Bridge reconstruction being commenced the Developer shall commence working with a Village established design working group described above on the surface streetscape design for the bridge.
  - C. The Developer shall submit designs for the Beekman Avenue Bridge surface streetscape and other above-grade components to the Village Board for review and approval.

- D. Permit applications shall be submitted to the other relevant permitting agencies for reconstruction of the Beekman Avenue Bridge in accordance with acceptable engineering standards.
  - E. If the permit approvals from these other agencies result in substantive changes to the surface streetscape design, the Developer will be required to return to the Village Board for their review and approval.
  - F. During the construction of the Beekman Avenue Bridge, the Developer will use its commercially reasonable efforts to make continuous pedestrian and vehicular access provided at all times, including but not limited to the replacement of the bridge in sections. The Developer will be required to provide emergency access over the Beekman Avenue Bridge throughout the repair and reconstruction process.
6. To address East Parcel access issues and the unsatisfactory condition of the viaduct from Beekman Avenue to the East Parcel, the Village may provide for either reconstruction and upgrade of the viaduct to a minimum H15 standard or demolition of the viaduct ("Viaduct Work"). The Developer shall cooperate with the Village to allow the Viaduct Work to be performed concurrently with the reconstruction of the Beekman Avenue Bridge and to permit the Village to avail itself at no cost to it of flagman and other rail and traffic control mechanisms employed by the Developer during such reconstruction; provided, however, if the Village is not ready to use such flagman and other rail and traffic control mechanisms employed by the Developer at the time of such reconstruction, then the Developer's obligation to allow such use shall cease, and the lack of readiness shall not affect the Developer's schedule.

7. In order to provide for the Project's water supply needs, the Developer shall make a contribution of \$650,000 to the Village to be used for design and construction of water system upgrades with such payment to be made on the earlier of 120 days after the closing of title to the Successor Developer, or 120 days after the Project Site shall have been deemed to have been restored to fully taxable status under Paragraph 1 of this Resolution, or 30 days after the approval by the Village Planning Board of preliminary subdivision approval and site plan approval for the first phase of the Project ("Approvals"). The funds will be deposited in escrow and not released until the occurrence of the following:
  - a. The plans for the water system have been approved by all appropriate governmental agencies with respect to capacity to serve the Project and consistency with the Approvals;
  - b. A contractor has been selected to construct the improvements and has entered into a construction contract; and
  - c. The Village has actually issued bonds and/or bond anticipation notes for the purpose of financing all or part of the improvements.

If the \$650,000 has not been paid on or before the expiration of one year after the Village has granted the Approvals ("Trigger Date"), then such amount shall be adjusted to account for changes in the cost of living as follows: Starting on the Trigger Date, the \$650,000 shall be increased by the percentage increase from the Trigger Date to the date of payment in the Consumer Price Index – All Urban Consumers (New York – Northern New Jersey – Long Island) of the Bureau of Labor Statistics.

8. To fund infrastructure, mitigation measures and amenities identified in the FEIS or the Findings Statement as amended or determined by the Village reasonably to be needed to alleviate impacts related to the Project, in lieu of any requirement that the Developer design and construct infrastructure, mitigation measures and amenities beyond those expressly stated in the 2011 Amended Findings to be the responsibility of the Developer, the Developer shall pay \$11.5 million (“Developer’s Maximum Contribution” or “DMC”) to the Village as follows:
  - a. 15% within 30 days after any Permittee receives both preliminary subdivision approval and site plan approval for the first section of the Project to be developed;
  - b. 40% within 30 days after any Permittee receives Certificates of Occupancy for the first 587 residential units or the first 65,000 square feet of non-residential space;
  - c. 35% within 30 days after any Permittee receives Certificates of Occupancy for the next 350 residential units or the next 30,000 square feet of non-residential space; and
  - d. 10% within 30 days after any Permittee receives Certificates of Occupancy for any residential units or non-residential space in addition to those with respect to which the prior two DMC payments were made.

Such payments are specifically intended to be utilized by the Village, among other infrastructure, mitigation measures and amenities, to complete the repair or demolition of the East Parcel viaduct, the construction of the DPW and fire/ambulance facilities, and the provision of a low-profile fire-fighting vehicle (or other acceptable fire-fighting measure for the proposed below-grade parking levels) and shall not be used to pay for any ordinary operating expenses of the Village or the salaries and benefits of the Village employees or to reduce real property taxes

The required amenities/mitigation measures intended to be funded by the DMC will be available as necessary to service the Project, but the repair or demolition of the East Parcel viaduct, the construction of the DPW and fire/ambulance facilities, and the provision of a low-profile fire-fighting vehicle (or other acceptable fire-fighting measure for the proposed below-grade parking levels) must all be completed prior to the release of the final payment. The Village may, at its discretion, fund these actions in whole or in part from other sources. Such payments shall also be made in lieu of the Developer designing, constructing, or providing the following improvements:

- a. All East Parcel improvements, including, but not limited to,
    - i. the extension of Continental Street,
    - ii. the 150-car parking lot,
    - iii. any and all Recreational facilities,
    - iv. the DPW facility,
    - v. the viaduct repair or demolition,
    - vi. the methane mitigation involving asphalt scarification,
    - vii. the New York State Department of Environmental Conservation (“NYSDEC”) approved cap,
  - b. Repairs to lighthouse,
  - c. Flooding study,
  - d. Inter-municipal transit study or funding for an inter-municipal traffic district,
  - e. Security camera system,
  - f. Downtown Revitalization Corporation contribution,
  - g. Pocantico River/estuary watershed study,
  - h. Rte. 9 / New Broadway traffic study,
  - i. Traffic Signal upgrades, including any at Beekman and Pocantico intersection,
  - j. Firehouse/ambulance facility,
  - k. Purchase of a low-profile fire-fighting vehicle,
  - l. Arborist for Village
9. To provide open space, public waterfront access, recreational facilities, areas to the Village to use to provide public services in view of the additional demand on the same to be generated by the Project, the Developer shall convey, without any cost to the Village

approximately 45 acres of the Project site as depicted on Figure No.2 Public Open Space and Public Use Diagram submitted as part of the Environmental Assessment Narrative as follows:

- a. The Developer shall at no cost to the Village, design and construct, substantially in accordance with the drawings and specifications set forth on Conceptual Landscape Plan SP-3.1 through SP-3.3, the Waterfront Open Space and associated waterfront improvements (including, without limitation, rip rap repair substantially in accordance with the description in the Responses to DEIS Comments on p. FEIS II. B-117 of the FEIS), the West Parcel Central Park, the West Parcel Village Green consistent with the Balsley concept plan relative to the topographic relationship between the Village Green and Ichabod's Landing, the Expanded Buffer Area, and a new emergency and pedestrian access to serve Kingsland Point Park. The Developer shall provide design and construction plans described above with the Village and consult on a timely basis to the Village with respect to the same to the end that upon the completion of construction, such lands and improvements thereon shall be conveyed to and accepted by the Village at no cost to it, and the Village shall take the dedication of such property for public recreation purposes in lieu of the payment with respect to the Project of any recreation fee under Section 19B-5 of the Sleepy Hollow Code .

#### **The Village Green and Block H Waterfront**

Upon the installation of adjacent Roadway A, the Village Green and waterfront open space up to the first belvedere (the Block H Waterfront) will be improved with the hardscape elements installed and the areas to be landscaped temporarily sodded or

otherwise stabilized. No temporary or permanent Certificate of Occupancy will be issued for Building H until completion of the landside landscape treatments for the Village Green and Block H Waterfront area, exclusive of in-water improvements. Permitting for the in-water improvements for the Block H Waterfront, including but not limited to the pier, rip rap repair and belvedere, shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Building H.

#### **Block M Waterfront**

No temporary or permanent certificate of occupancy for Building M shall be issued until completion of the waterfront open space area between the first and second belvedere (the Block M Waterfront). Permitting for the in-water improvements for the Block M Waterfront, including, but not limited to, the rip rap repair, and belvedere, shall be diligently pursued by the developer concurrent with site plan application with the Village for Building M.

#### **Block R Waterfront**

In the event that the building identified as Building R on the RDCP gets built sequentially after Building M, then no temporary or permanent certificate of occupancy shall be issued until the waterfront open space adjacent to Building R (the Block R Waterfront) is completed. In the event that Building R is not built and the Building M and Block Q Waterfronts have been completed, an interim pedestrian access with a minimum of 20 feet of width shall be provided across the Future Block R Waterfront to connect the two completed Waterfront areas. At the time a building

permit is issued for Building R, the interim pedestrian access may be rerouted along the street sidewalks fronting on Block R to facilitate construction of Building R and the Block R Waterfront. No temporary or permanent certificate of occupancy for Building R shall be issued until the Block R Waterfront is finished. Permitting for the in-water improvements for the Block R Waterfront, including but not limited to the rip rap repair, bulkhead and dock and dine dock, shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Block R.

#### **Block Q Waterfront**

No temporary or permanent certificate of occupancy shall be issued for any building in Block Q until completion of the waterfront open space area adjacent to said block between the terminus of Beekman Place and beginning of the Expanded Buffer Area adjacent to Kingsland Point Park is completed (the Block Q Waterfront) including the proposed boathouse/interpretive center. Permitting for the in-water improvements for the Block Q Waterfront, including but not limited to the rip rap repair, boat launch and dock and walk-in boat access shall be diligently pursued by the developer concurrent with site plan application to the Village associated with Block Q.

#### **The Expanded Buffer Area**

No temporary or permanent certificate of occupancy for any unit in Block P or O facing the Expanded Buffer area shall be issued until said Expanded Buffer Area adjacent to said Blocks is completed.

### Central Park

Any unit requiring a temporary or permanent certificate of occupancy from Buildings F, E1 or E2 shall require the adjacent Central Park Block to be completed.

No temporary or permanent certificate of occupancy will be issued for any unit facing the Central Park from Block J will be issued until the adjacent Central Park block is completed.

No temporary or permanent certificate of occupancy will be issued for any unit facing the Central Park from Block P will be issued until the adjacent Central Park block is completed.

The Village shall cooperate with the Applicant and the Developer regarding implementation of any off-site remediation or related monitoring required by NYSDEC including the granting of temporary access across any open space areas that may be controlled by the Village in the future.

- b.* Without payment or other consideration to the Applicant or the Developer, portions of the Site as identified to be conveyed on Environmental Assessment Narrative Figure 2, Public Open Space and Public Use Diagram shall be conveyed to the Village or its designee as follows: (i) within 90 days after the later of (x) issuance by the New York State Department of Environmental Conservation ("DEC") of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the West Parcel (y) the completion of the parks and improvements described in Condition 9.a of this Resolution and (z) the obtainment of

all subdivision approvals needed to make such conveyance, the Developer shall convey the areas noted as "To Be Dedicated to the Village of Sleepy Hollow for Public Use" on the Concept Plan (along with the easement shown on the Concept Plan for unlimited access from the traffic circle at the west end of Road One to the Metro-North railroad tracks) to the Village or its designee; (ii) within 90 days after the later of the issuance by DEC of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the South Parcel, and the obtainment of all subdivision approvals needed to make such conveyance, the Developer shall convey the identified portions of such parcel to the Village or its designee; and (iii) within 90 days after the later of the issuance by DEC of a Certificate of Completion (or equivalent document acknowledging that remedial action is complete, final remedy has been constructed, or no further remedial action is required) to the Applicant for the remediation of the East Parcel exclusive of methane mitigation and placement of the final cap, and the obtainment of all subdivision approvals needed to make such conveyance, the Developer shall, to the extent each transferee agrees to accept it, convey approximately eight acres of the East Parcel for the benefit of Historic Hudson Valley for enhancement of the Philipsburg Manor Upper Mills historic site and the balance of the East Parcel to the Village or its designee. Nothing in this Resolution is intended to control or limit the terms and conditions of any such transfer to Historic Hudson Valley.

10. To protect the public from exposure to hazardous substances or petroleum products (collectively, "Contaminants") on the Project Site, the Developer shall comply with the

remedial requirements of Federal and State law and DEC applicable to releases of Contaminants and to respond within a reasonable period of time to reasonable inquiries from the Village about site conditions and such compliance. At the completion of each principal phase of remediation and construction, the Developer will have the Site surveyed to identify the location of remedial and related development components, including the boundaries of all remedial excavations, demarcation barrier, the cap, and the location of utility trenches. The survey will provide GPS coordinates for incorporation into a final site plan.

11. The Project site shall be the subject of an environmental easement granted by the Developer to the DEC under Title 36 of Article 71 of the Environmental Conservation Law. If such easement does not also run to the benefit of the Village, then the Developer shall grant a like easement to the Village in form and substance acceptable to the Village Attorney. Such easement or easements shall be filed with the Land Records Division of the Westchester County Clerk's Office and will be binding upon all future owners of the portions of the Project site covered by the easement.
  
12. The Developer shall provide insurance to the Village to cover it for third party claims for injuries or damages arising from residual Contaminants on the Project site and (to the extent commercially available) for the costs of additional remediation required by either NYSDEC or the United States Environmental Protection Agency. Such insurance shall be written by carriers with an A.M. Best's rating of B+ or better, with a deductible or self-insured retention no greater than \$1,000,000, an aggregate limit of not less than \$10,000,000, and a policy term of at least 10 years (except the term for Coverages B and E may be limited to five years). The form of such insurance shall be for Coverages A, B, C,

D, E, F, G, H, and I as defined in AIG's standard Pollution Legal Liability Insurance Policy (or equivalent policy if the insurer is not AIG), plus coverage, if commercially available, for regulatory reopeners.

13. In accordance with the milestones set forth in Paragraph 4 of the Agreement made August 29, 2002 between Old GM and the Village, the Developer shall submit a Phase 1 site plan and subdivision application to the Village Planning Board and shall diligently process such applications. The subdivision application shall include, at a minimum, separate parcels for The Waterfront Open Space, the portion of the East Parcel intended to be for the benefit of Historic Hudson Valley for enhancement of the Philipsburg Manor Upper Mills historic site, the portion of the East Parcel intended to be for public uses by the Village, the portion of the South Parcel intended to be for public uses by the Village, and that portion of the West Parcel associated with the first phase of development.
14. Prior to the issuance of any building permits:
  - a. A performance bond shall be submitted by the Developer in a sum determined by the Village's Consulting Engineer and Building Inspector and shall be furnished to and accepted by the Village, to guarantee the satisfactory and complete installation of all Phase 1 Site Development public infrastructure and public improvements including public open space, as determined appropriate by the Village's Consulting Engineer and Building Inspector in consultation with the Developer, including, but not limited to sewage, water, drainage, roads, sediment and erosion control measures, and approved as to form to the satisfaction of the Village Attorney. A separate bond shall also be furnished in a sum determined by the Building Inspector, Village's Consulting

Engineer and Administrator in consultation with the Developer to guarantee repair of any damage to Beckman Avenue or other Village roads caused by Project construction traffic activity in an amount equal to the reasonably anticipated cost of repair. Bonds for all public improvements associated with further phases of Site Development shall be determined as set forth above. Notwithstanding the foregoing, the Developer will not be required to post bonds for public improvements beyond the extent that the same may have been required by the provisions of the Village Code in existence as of January 1, 2010.

15. Construction activities on the Project Site shall be conducted in conformance with the Village of Sleepy Hollow Noise Ordinance. With respect to construction related activities associated with pile driving, slab removal, blasting activities and slab crushing, those activities shall not be permitted on Saturdays within 500 feet of a residence currently existing at the time of issuance of this Special Permit. The Developer, for good cause, may petition the Village Board for relief from this requirement and the Village Noise Ordinance relative to construction related activities described above.
  
16. In order to provide for efficient mass transit utilization and minimization of potential traffic generation, the Developer shall provide a shuttle service from the Project to the Tarrytown train station. The Developer shall provide, at its cost, three 20-25 seat shuttle buses at full build-out. A deed restriction or other similar instrument assuring the operation of the shuttle service as long as deemed necessary by the Village Board, or until such time as a new train station may be constructed on-site shall be provided by the Developer. The shuttle service may be implemented incrementally as the Project is constructed. However, the operation of a minimum of one shuttle bus must commence

before, or upon the issuance of, the certificate of occupancy for the 100th dwelling unit.

The shuttle service will be required to operate during the Metro-North peak AM and PM weekday service hours and shall continue until such time as there may be a new rail station at Lighthouse Landing. The shuttle shall be made available to all Project residents and employees at no fare to these riders.

17. The Developer shall provide a detailed landscape maintenance plan to the Village Board and post appropriate landscape maintenance bonds to remain in effect for two years to ensure that landscape plantings on the Project Site, including the waterfront park and open space, are established and maintained in a healthy and vigorous growing condition. The bonds shall be in a reasonable amount equal to a portion of the cost of the landscaping as determined by the Village Building Inspector and Village Administrator, in consultation with the Developer, and in a form satisfactory to the Village Attorney.
  
18. The Developer shall obtain certification of the Project under the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) for Neighborhood Development (LEED-ND) program. Further the Village Board shall require that the larger buildings (above 90,000 square feet) be designed in such a way that, in the professional opinion of the Applicant's LEED Accredited Professional, the building could qualify for LEED Certification using the LEED for New Construction rating system, Version 2.2, as defined by the US Green Building Council, or as may be amended from time to time, or superseded with more state of the art specifications. The Developer shall be encouraged to achieve LEED Silver level certifiability, but in no case less than Certified Level. Similar qualification of the townhomes for the Energy Star Qualified Attached Homes National Builder Option Package (Energy Star) shall be submitted by the

Developer during the applicable phase of Site Plan review. When an application for a building permit has been filed for a particular building, the Developer shall be required to utilize the then current standard as set forth in the US Green Buildings Council for LEED New Construction Certification Level and the Energy Star program as appropriate.

19. If requested by the Village, the Developer shall work cooperatively and in a timely manner with the Village to apply to Westchester County and such other funding agencies as may have funds available for the purpose of implementing the Village's Waterfront/Open Space Master Plan, including those proposed at the Project.
20. The Developer shall provide at least 40 affordable senior rental units and 21 workforce affordable housing rental units, both in conformance with Westchester County affordability guidelines, (a maximum household income of 80 percent of the County median income). The administration of the affordable housing units will be determined by the Village Board.
21. In connection with roadway infrastructure improvements within the Village of Sleepy Hollow identified in the Findings Statement, the Developer shall either replace or pay \$20,000 for each on-street parking space removed up to a maximum of \$320,000. These funds shall be paid to the Village prior to the issuance of the certificate of occupancy for the 300,000th square foot of new development. Other roadway infrastructure improvements within the Village of Sleepy Hollow shall be completed by the Developer prior to the issuance of the certificate of occupancy covering the 300,000<sup>th</sup> square foot of new development.

22. The Developer shall contribute its fair share for traffic calming measures in the Miller Park area in the neighboring Village of Tarrytown. In addition, the Developer shall contribute towards its fair share of an emergency signal preemptive system. The New York State Department of Transportation could consider an emergency signal pre-emptive system in its long-range regional improvement plan.
23. The Developer shall use diligent, good faith efforts to cause all of the required traffic mitigation measures outside Sleepy Hollow which are described above to be implemented by all applicable jurisdictions, including the NYS Department of Transportation and the Village of Tarrytown. However, the Developer's financial responsibility for such improvements shall be limited to its "fair share" of the costs of such improvements which are not required solely due to the project. The Developer's fair share shall be determined by an independent traffic engineer to be selected jointly by the Village of Sleepy Hollow and the Developer. In the event that the Developer's good faith offer to pay its fair share of any improvement is not accepted by the applicable jurisdiction and/or such jurisdiction declines to make the improvement, the Developer shall post a bond or other reasonable security for its fair share of the cost of those traffic improvements, as defined above. Such bond shall be maintained by the Village of Sleepy Hollow for the benefit of the other jurisdictions for a period of five years after site plan approval of Phase I is granted. Each jurisdiction shall have a period of five years after site plan approval of Phase 1 to accept the Developer's fair share and implement the improvements for which the fair share was offered. Upon the expiration of this period, any remaining security shall be returned to the Developer, and thereafter the Developer shall not have any further obligation with respect to the improvements.

24. As provided for in Section 62-5.1.O of the Village Code, this Special Permit will expire one year from the date of the adoption of this Resolution; provided, however, if the Project Site is restored to fully taxable state, or deemed to be so restored pursuant to Paragraph 1 of this Resolution, within such year, then this Special Permit shall not expire until one year from the issuance of Site Plan approval (as evidenced by the signature of the Chairman of the Planning Board on the approved Site Plan) for Phase 1 Site Development if a building permit is not applied for from the Village of Sleepy Hollow, with a 3 month extension for good cause available from the Building Inspector. The times set forth herein shall be tolled during the pendency of any litigation by a party other than the Applicant or any entity acting on behalf of the Applicant or of any moratorium affecting the Project adopted by any legislative body having jurisdiction over it. This Resolution and the Special Permit are based upon years of study, public meetings, environmental reviews, lawsuits, negotiations, bankruptcy proceedings and other activities which have lead to the drafting of a balanced document in which carefully prepared authorizations, limitations, conditions, land transfers and payment obligations have been woven into an integrated whole in which each part is interdependent upon every other part and inextricably bound to each other. Therefore, if any part of this Resolution or the Special Permit is found by a court of law in response to litigation instituted by the Applicant or any entity acting on behalf of the Applicant to be illegal, unenforceable, ultra vires, arbitrary or capricious, or requiring modification, then the remaining provisions of this Resolution and the Special Permit shall cease to be effective, it being the finding of the Village Board that the provisions are not severable nor separable.

25. On or before 10 days from the date of the adoption of this Resolution granting the Special Permit and approving the Riverfront Development Concept Plan, the Applicant shall:

- a. Pay \$125,000 to the Village representing all fees due to the Village under SEQRA and Section 19B of the Village Code with respect to the Project for application and other fees incurred prior to the date of such adoption (except for those incurred during the preparation of the environmental review for the Environmental Assessment Narrative and Special Permit); and
- b. Simultaneously deliver to the Village Stipulations of Discontinuance executed by Old GM or the Applicant, as the case may be, for all lawsuits pending against the Village brought by Old GM or the Applicant, except that there is no obligation on the part of the Applicant to obtain the signature of Roseland on such stipulations,

and the Special Permit shall not be deemed to have been granted, nor be effective, until such payment and delivery has been completed including all escrow fees and other fees incurred during the preparation of the environmental review for the Environmental Assessment Narrative and Special Permit owed to the Village by the Applicant; and be it further

RESOLVED, that all requirements, conditions, and mitigation measures related to the Project as set forth herein shall constitute express conditions of this special permit and shall constitute obligations and are binding upon the heirs, successors and assigns of the Applicant and Developer, respectively, and shall be enforceable by the Village Board or its designated representative; and be it further

RESOLVED, that the Village is hereby authorized and directed to settle all pending litigation it has with Old GM and the applicant on the terms set forth in these resolutions, and the Village Attorney and Keane & Beane, P.C., acting singly, are each authorized and directed simultaneously with the receipt of the \$125,000 and the Stipulations of Discontinuances referred

to above from Old GM and the Applicant to deliver executed Stipulations of Discontinuances from the Village in all pending litigation involving the Village and Old GM and/or the Applicant: and be it further

RESOLVED, that a certified copy of these Resolutions be transmitted to the Village of Sleepy Hollow Planning Board.

Moved: Trustee Campbell      Seconded: Trustee Stupel      Vote: Motion Carried 7-0

I, Paula A. McCarthy the undersigned Clerk/Deputy Clerk, do hereby certify that the foregoing is a true copy of an extract duly adopted by the Board of Trustees of the Village of Sleepy Hollow, on the 7<sup>th</sup> day of JUNE, 2011 and of the whole thereof, and I further certify that the same was entered into the minutes of the meeting of said Board of Trustees held on said date.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8<sup>th</sup> day of JUNE, 2011.  
Paula A. McCarthy  
Clerk/Deputy Clerk

Meeting Date: 06/07/2011  
Resolution Number: 06/67/2011

VILLAGE OF SLEEPY HOLLOW  
MAYOR AND BOARD OF TRUSTEES  
CONSISTENCY FINDINGS  
LIGHTHOUSE LANDING

WHEREAS, on or about February 11, 2003 a formal application for a Riverfront Development Concept Plan and Special Permit approval was submitted by Roseland/Sleepy Hollow, LLC (Roseland) and General Motors Corporation (Old GM), to the Mayor and Board of Trustees of the Village of Sleepy Hollow, New York ("the Village Board") with related approvals from other Village agencies for the construction of a mixed use waterfront project to be known as Lighthouse Landing on approximately 94.5 acres also known and designed on the tax assessment map of the Village of Sleepy Hollow as parcels 115.10-1-1, 115.11-1-1, and 115.15-1-1 ("the Site"); and

WHEREAS, said application did include, among other items, a site plan application form, site plan application checklist, coastal assessment form, full environmental assessment form, a project description and a preliminary Riverfront Development Concept Plan (RDCCP) conceptual site plan; and

WHEREAS, the Mayor and Board of Trustees have acted as the Lead Agency under the State Environmental Quality Review Act (SEQRA) for the purposes of conducting an environmental review for the Proposed Action; and

WHEREAS, the Proposed Action must also be reviewed under Chapter 59A, the Waterfront Consistency Review Law, of the Sleepy Hollow Village Code, and the Waterfront Advisory Committee (WAC) is the duly authorized body to provide recommendations to the Village Board with respect to the consistency of the Proposed Action with the goals and policies of the Village's Local Waterfront Revitalization Program (LWRP); and

WHEREAS, during the course of the SEQRA review, the Applicant did appear before the WAC to solicit comments on a preliminary version of the proposed RDCCP; and

WHEREAS, on March 2, 2005 and March 15, 2005 the WAC considered the Draft Environmental Impact Statement ("DEIS") for the proposed project which consisted, at that time, of approximately 1,562 residential units; approximately 180,000 s.f. of retail space, approximately 50,000 s.f. of office space; an inn with approximately 147 rooms; land for a train station, related parking; and, approximately 30 percent of the site reserved as public open space or for public use; and

WHEREAS, the WAC reviewed each of the applicable goals and policies of the Village's LWRP and individual members of the WAC did provide comments which were responded to during the course of the environmental review, and did cause there to be modifications made to preliminary RDCP; and

WHEREAS, at its meeting on January 10, 2007, the WAC considered the Final Environmental Impact Statement (FEIS) for a revised RDCP that was reduced to 1,250 residential units; 132,000 s.f. of retail; 35,000 s.f. of office use; a 140 room hotel; and, approximately 39 acres, or 41%, of the site reserved as public open space or for public use; and

WHEREAS, the WAC did deliberate and find the Proposed Action as described in the FEIS to be consistent with the Village's LWRP with the following conditions: the right to review and participate in the decisions as to the size, construction and design of water dependent project elements; inclusion of a footbridge over the Metro-North tracks in order to facilitate pedestrian traffic to the Project Site; that the Village and Applicant vigorously pursue a public transportation system; use of appropriate construction materials and the placement of the pier and any other shoreline structures at appropriate locations; installation of appropriate vegetative cover at appropriate locations on the Site; and, the right to consider the DPW portion of the East Parcel proposal when it is developed; and

WHEREAS, the Village Board acted as Lead Agency for the environmental review of the Project conducted under SEQRA and did determine in the Environmental Findings Statement

adopted July 24, 2007 (the "Findings Statement"), that the proposed Project, with the mitigation measures identified therein, would minimize or avoid adverse environmental effects to the maximum extent practicable; and

WHEREAS, General Motors LLC ("Applicant") acquired substantially all of the assets of Old GM on July 10, 2009 in a transaction executed under the jurisdiction of, and subject to the approval of, the United States Bankruptcy Court for the Southern District of New York, and Applicant has acquired equitable title to the Site; and

WHEREAS, Roseland is no longer the proposed developer of the Site and Applicant has advised the Village that it intends to secure, after consultation with the Village, a new developer for the Site ("Developer"), and that after such designation, Developer will assume the position and all obligations of the Applicant; and

WHEREAS, in November 2007 Old GM commenced an Article 78 proceeding challenging certain conditions imposed on it and Roseland in the Findings Statement, which proceeding resulted in a January 8, 2010 Decision, Order and Judgment sustaining some conditions and amending or striking others; and

WHEREAS, the Applicant has asked the Village Board to resume processing the Application on behalf of the Applicant, and the Village Board believes it is in the best interests of the Village to do so, although the Applicant has advised the Village of its intention to convey its interests in the Project to Developer and not to develop the Project itself or in a joint venture or partnership with the Developer; and

WHEREAS, the application including the RDCP has been further revised to conform to the Findings Statement, the January 8, 2010 Decision, Order and Judgment and as a result of discussions with the Village and GM; and

WHEREAS, the Applicant has submitted an Environmental Assessment Narrative describing the amendments and changes and their potential impacts on the environment compared to those described in the Findings Statement and, after a public meeting held on January 25, 2011, the Village Board adopted additional findings ("2011 Amended Findings") that the implementation of the Project as now described and proposed will not result in adverse environmental impacts significantly different than those that were addressed in the Findings Statement; and

WHEREAS, the revised RDCP now consists of the following: 1,177 residential units in a mixture of townhouse, condominium and apartment configurations; approximately 135,000 s.f. of commercial space, 35,000 s.f. of office space; 140 room hotel; reconfiguration of the site entrance with River Street and Beekman Avenue; reconfiguration of Building M to bring more commercial space down to the waterfront; reconfiguration of Road One to provide for a minimum buffer area of 100 feet along the boundary with Kingsland Point Park; an increase in the overall public open space and public use area from 39± to 44.6± acres inclusive of an 16.1± acre waterfront and central park open space with 2,300± linear feet of Hudson River shoreline; water related and water dependent uses including interpretive center/boat house, enhanced waterfront access area, fishing pier, belvederes, dock and dine transient boat access, small craft boat tie up; and, incorporation of Design Guidelines to assist the various Village boards during the more detailed site plan and architectural review process; and

WHEREAS, the Village enacted Local Law No. 7 in 1997 that established a process to review proposed actions against the Village's adopted LWRP and that Section 59A-5.G identifies eighteen specific policy items for a reviewing agency's consideration; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board does hereby make the following determinations with respect to the following policy guidelines outlined in Chapter 59A-5.G. of the Village Code:

**Waterfront Consistency Review Item 1: Revitalize the deteriorated and underutilized waterfront area (LWRP Policies 1, 1A, 1B, 1C, 1E, 1F, 1G, 1H, 1J and 1K)**

The Project, as now proposed, calls for a mixed-use development that will revitalize a significant unused portion of the Village's waterfront and replace an existing deteriorated land use consisting of an abandoned industrial site. It will generate significant economic benefits to the Village including employment and net fiscal revenues. While portions of the Project appear as a dense development pattern, it is recognized that approximately 46% of the overall site area is devoted to public open space or public use, including approximately 16.1 acres of open space on the West Parcel. The Project is compliant with the Village's RF-Riverfront Development zoning district regulations and is consistent with respect to density with Westchester County's **Patterns** comprehensive planning document.

The West Parcel open space includes approximately 2,300 linear feet of frontage along the Hudson River with proposed fishing pier, belvederes, transient boat tie ups, interpretive center and boat house with enhanced waterfront access area.

With respect to the proposed development pattern, the Village has relied upon the Waterfront Linkage Study and the Design Guidelines manual included in the FEIS to assist it in evaluating how the RDCP achieves the design goal of an "old Hudson River waterfront community" image called out in the LWRP and Village's RF Riverfront Development zoning district. The scale of the buildings, in context to their surroundings, and the ability to preserve approximately 47.6% of the site as open space or public use area combined with the commitment to the use of natural materials (e.g., stone, brick, wood, iron) helps to achieve this goal. Further, there is a commitment to have the entire project reach the Certified level under the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) Neighborhood Development program, to have a LEED accredited architect certify that the larger buildings (>90,000 s.f.) would meet the Certified level under the LEED for New Construction program and that the proposed townhouses would be designed using the Energy Star program design criteria.

Although the WAC recommended that a footbridge be included as part of the RDCP to address LWRP Policies 5 and 5A, Policy 1F also addresses this issue. The Village Board notes that the RDCP reserves a right of way for potential future development of an accessway connecting the East and West Parcels.

The Village Board finds that the Project will revitalize the deteriorated and underused waterfront area of the Site and thus is consistent with Waterfront Consistency Review Policy Standard and Condition (1) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 2: Retain and promote commercial and recreational water dependent uses (LWRP Policies 2 and 2A).**

As indicated previously, the RDCP currently calls for approximately 16.1 acres of open space on the West Parcel. Components include 2,300± linear feet of Hudson River shoreline accessible to the public, fishing pier, transient boat access and small craft docks, belvederes, proposed bulkhead at the point in front of the hotel, interpretive center and boat house and enhanced waterfront access suitable for hand launching small craft (e.g., canoes and kayaks).

The Village Board finds that the Project will promote and thereafter retain commercial and recreational water-dependent uses and thus is consistent with Waterfront Consistency Review Standard and Condition (2) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 3: Strengthen the economic base of Sleepy Hollow smaller harbor areas by encouraging traditional uses and activities (LWRP Policy 4).**

The LWRP notes that this policy is not applicable to Sleepy Hollow as the Village's waterfront does not contain a small harbor.

**Waterfront Consistency Review Item 4: Ensure that development occurs where adequate public infrastructure is available to reduce health and pollution hazards (LWRP Policies 5, 5A and 5B).**

In assessing the Project and its location with respect to impacts to the municipal infrastructure, the Village Board has evaluated the adequacy of the following: street and local highway systems; water supply; sewage disposal; energy needs; stormwater runoff; and, community facilities (e.g., schools, fire, and police).

The Village Board required an extensive evaluation of the local roadway network including the analysis of approximately 37 different intersections, the majority number of which were in the neighboring Village of Tarrytown. The traffic impact analysis utilized conservative methodology and identified specific traffic mitigation measures to address identified impacts. This includes the

establishment of a bond to cover the cost of fair share improvements in areas outside of the Village of Sleepy Hollow. The Developer is obligated to provide a jitney shuttle service during the peak travel hours to take Lighthouse Landing residents back and forth to the Tarrytown Train Station.

The RDCP includes foot paths and bike paths, connecting the riverfront open space along Ichabod's Landing in the south with Kingsland Point Park in the north. The interior streets will have sidewalks to promote pedestrian circulation.

The Village is in the process of concluding an environmental review process regarding the expansion of its reservoir supply capacity. The Village has identified a location for a new facility. The Special Permit for the Project contains a condition requiring the Developer to make a payment towards the cost of the new facility. Therefore, there will be sufficient water storage capacity to service the Project without impairing the water supply to the remainder of the Village.

Westchester County Department of Environmental Facilities has indicated that they have sufficient capacity in the sewage treatment system to accommodate the Project. Similarly the other utility service providers - electric, gas, cable and telephone - have indicated an ability to accommodate the Project.

As indicated previously, there has been a commitment that the Project, as a whole, would meet the LEED certified level for Neighborhood Development, that the larger buildings (>90,000 s.f.) would be verified as meeting the LEED certified level by an accredited LEED architect and that the townhomes would be constructed under the Energy Star criteria.

The proposed stormwater management plan has been designed to accommodate a variety of storm events. The Project has also been designed to comply with the Village's Flood Damage Prevention Law.

Finally, the FEIS analyzed the potential impacts on community facilities including fire, police, ambulance, recreation and schools. While impacts have been identified to each of the

aforementioned services, mitigation in the form of land donations, physical improvements and a monetary payment from the Developer to fund infrastructure items will be required. Further the fiscal analysis prepared as part of the FEIS notes that there is anticipated to be a net fiscal surplus resulting from the Project, specifically for the Village and the School District. As indicated in the Environmental Assessment Narrative the percentage of for sale units has been increased to a minimum of 60 percent compared to approximately 50 percent as part of the FEIS. Given that a greater majority of the proposed units would now be for sale there would be a projected increase in additional tax revenue from that projected as part of the FEIS.

Based on its review, the Village Board finds that the Project is located where adequate public infrastructure is available to reduce health and pollution hazards and thus is consistent with the Waterfront Consistency Review Standard and Condition (4) of Section 59A-5.G of the Code .

**Waterfront Consistency Review Item 5: Expedite local permit procedures and use performance standards for development within the waterfront area (LWRP Policy 6).**

The Village Board has coordinated its review efforts with those of other Village entities such as the WAC and Planning Board, well as outside agencies like NYSDEC.

The Village has coordinated the Waterfront Linkage study and participated in the creation of Design Guidelines to provide standards for items such as architectural treatment and scale, materials, building orientation, streetscapes and open spaces that the Village could rely upon as it moves to the more detailed level of review and analysis.

The Village Board finds that the Project has been designed and approved in a manner which will allow for the expediting of future local permit procedures and use performance standards and thus is consistent with Waterfront Consistency Review Standard and Condition (5) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Policy 6: Protect significant and locally important fish and wildlife habitats from human disruption and chemical contamination. (LWRP Policies 7, 7A, 7B, 7C, 8, 8a and 8B).**

This policy, to a limited extent, is relevant in that the existing riprap along the edge of the Hudson River would be restored where necessary, with potential benefit to marine life. As noted in the WAC recommendations, the Project would not affect the Pocantico River. The Developer will be required to implement a stormwater management plan that, under New York State law must be adequate to minimize any impacts resulting from stormwater runoff.

The WAC in their recommendations noted that the Project will result in a reduction of the current impervious surfaces at the site and reduce runoff from the site and would tend to protect fish and wildlife resources. As a long-used and now abandoned paved industrial property, the Site contains no upland wildlife habitats of any significance.

The Village Board finds that the Project protects significant and locally important fish and wildlife habitats from human disruption and chemical contamination and thus is consistent with Waterfront Consistency Review Standard and Condition (6) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 7: Encourage and expand commercial fishing facilities to promote commercial and recreational fishing opportunities (LWRP Policies 9, 10).**

The WAC noted in their recommendations that the proposed inclusion of a fishing pier as part of the Project would constitute expansion of recreational use of fishing resources in the coastal area.

The Village Board finds that the Project will encourage and expand recreational fishing opportunities and thus is consistent with Waterfront Consistency Review Standard and Condition (7) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 8: Minimize flooding and erosion hazards through**

**nonstructural means, carefully selected, long-term structural measures and appropriate siting of structures (LWRP Polices 11, 13, 13A, 13B, 14, 15, 16, 16A, 16B, 17 and 17A).**

Consistent with the recommendation from the WAC, the Village Board notes that the elevations and locations of structures address LWRP Policy 11 relative to minimizing damage to property and effects caused by flooding and erosion. The Project has been designed to comply with the Village's Flood Damage Prevention Law. It is noted that the Developer will be required to make repairs to the riprap along the River, where necessary, making the Project consistent with LWRP Policy 13A. The specific design of the proposed pier and other shoreline structures will be evaluated as part of the forthcoming waterfront open space planning process with the Village Board. The Village Board confirms the WAC's recommendation that LWRP Policies 13B and 14 are conditionally consistent subject to the Developer's use of appropriate construction materials and placement of the pier and any other shoreline structure at appropriate locations.

The Project's incorporation of stringent soil erosion and sediment control measures and its erosion and sediment control plan includes a variety of mechanisms to attain those goals including: sediment traps, silt fence barriers and straw bale barriers. A vegetative cover is proposed in the form of a comprehensive landscaping and restoration program for the balance of the property.

The Village Board finds that the proposed Project will employ both non-structural and structural measures to minimize flooding and erosion hazards and the RCDP contains setbacks and buffers as part of the siting layout to achieve the same and thus is consistent with Waterfront Consistency Review Standard and Condition 8 of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 9: Safeguard economic, social and environmental interests in the coastal area when major actions are undertaken (LWRP Policies 18, 18A, 18B and 18C).**

The WAC made a recommendation that there was no inconsistency between the Project and LWRP Policy referenced above, noting that the provision of land area for public use by the Village were

protective of the Village's social and environmental interests and quality of life.

The Village Board affirms the WAC's recommendation and finds the Project will safeguard economic, social and environmental interests along the Hudson River coastal area and thus is consistent with Waterfront Consistency Review Standard and Condition (9) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 10: Maintain and improve public access to the shoreline and the water related recreational facilities while protecting the environment. (LWRP Policies 1, 1A, 1B, 1D, 1E, 1F, 1H, 2, 2A, 4, 9, 19, 19A, 19B, 19C, 19D, 19E, 19F, 20 20A 20B, 21, 21A 21B, 21C 22 and 22A).**

At present, the General Motors site is fenced and there is no public access to the Hudson River other than an existing easement to gain access to the historic 1883 Lighthouse. The Project would include opening the entire, approximately 2,300 linear feet of Hudson River shoreline to the public. The Project includes approximately 16.1 acres of public open space as part of the West Parcel including the area along the Hudson, inclusive of public walkways and opportunities to get to the waters edge. The pedestrian access provided along the shoreline would effectively provide linkages between the Village's park at Horan's Landing and the waterfront associated with Ichabod's Landing to the south of the Project site with Kingsland Point Park to the north of the site.

The impact of the Project in creating linkage trails as contemplated by LWRP Policy 21 has been noted in connection with the Village Board's findings under prior policies. The Village Board also noted that the parks, fishing piers, transient boat access and enhanced waterfront access, as well as pedestrian trails and scenic overlooks are specifically recognized in the applicable Explanation of Policies for Policy 21 and its sub-policies as water-related recreational facilities.

The Village Board finds that the proposed Project improves public access to the shoreline and water-related recreational activities through the provision and improvement of waterfront open space to the Village with adequate environmental protection measures and thus is consistent with Waterfront

Consistency Review Standard and Condition (10) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 11: Protect and restore historic and archaeological resources (Policies 23, 23A, 23B and 23C).**

The WAC noted the fact that the 1883 Lighthouse is listed on the National Register of Historic Places and is considered to be of significance to the history of the Village. Although the Lighthouse lies outside of the boundaries of the Project site and is not within the scope of the Project, the site configuration would direct attention to the Lighthouse, which would be the focal point of the proposed Beekman Place "main street" corridor.

A Stage 1A Literature Review and Sensitivity Analysis was prepared as part of the EIS, the recommendation of which noted that no further investigation of prehistoric archeological potential or historic potential is recommended. The New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) concurred with those recommendations. The Village Board further notes that correspondence received from the NYSOPRHP that the Project would have no impact on historic properties in or eligible for inclusion on the National Register of Historic Places. As part of the anticipated expansion of the Historic Hudson Valley (HHV) Philipsburg Manor Restoration facility the Village would likely require the preparation of a Phase 1B report. This will be a determination to be made by the Planning Board as part of the site plan review for that contemplated use.

The Village Board finds that the Project would not adversely affect the protection and restoration of historic and archeological resources and thus is consistent with Waterfront Consistency Review Standard and Condition (11) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 12: Protect and upgrade scenic resources (LWRP Policies 25, 25A and 25B).**

The WAC noted that, at the time of adoption of the LWRP, the identified scenic resources and

Hudson River views were significantly (and adversely) impacted by the then-existing GM plant structures. Since the demolition of the General Motors plant structures, open views of the Hudson River have been afforded to the community, although over a deteriorated and unsightly foreground. The WAC noted that any construction at the Site will interrupt the current open views and, consequently, "diminish the scenic quality of an identified scenic resource "Explanation of Policies"; but also recognized that the protection of river views and identified view sheds contemplated by the LWRP was not intended to totally prohibit development.

The Village Board notes that the RDCP attempts to preserve and frame river views by the use of street and building layout. In addition, the Village Board further notes that the provision of waterfront open space provides and enhances views of the River from new publicly accessible property. The utilization of natural materials (e.g., wood, stone, metal, and brick) and the use of the proposed Design Guidelines prepared as part of the EIS process contribute to the overall compatibility of the site in relation to its environs.

The Village Board concludes that the Project upgrades the scenic foreground and provides, with future protection, scenic views of the Hudson River and thus is consistent with Waterfront Consistency Review Standard and Condition (12) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 13: Site and construct energy facilities in a manner in which will be compatible with the environment and contingent upon the need for a waterfront or water location (LWRP Policies 27, 30, 31, 33, 35, 35A, 35B, 35C, 35D, 35E, 36, 37, 38, 39, 39A, 40, 40A, 41, 42, 43, and 44).**

The Village Board finds Waterfront Consistency Review Standard and Condition 13 is not applicable as the Project does not contemplate an energy facility.

**Waterfront Consistency Review Item 14: Protect surface and groundwater's from direct and indirect discharge of pollutants and from overuse (LWRP Policies 30, 31, 33, 35, 35A, 35B, 35C, 35D, 35E, 36, 37, 38, 39, 39A, 40, 40A, 41A, 42, 43, and 44).**

The Developer will be legally required to use best management practices for stormwater management, use low flow fixtures and abide by air quality standards. With respect to the policy discussion regarding stormwater runoff, the Project will result in the replacement of part of the Site's current impervious surface with green spaces containing vegetation. Sewage will go to the County publicly owned treatment works. No usage of the Site is proposed that would generate other pollutants likely to run-off into surface waters or infiltrate ground waters or use unusually large quantities of water.

The Village Board finds that the Project will protect surface and groundwaters from direct and indirect discharge of pollutants and from overuse and thus is consistent with Waterfront Consistency Review Standard and Condition (14) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 15: Perform dredging and dredge spoil in a manner protective of the environment (LWRP Policies 15, 35, 35A, 35B, 35C, 35D and 35E).**

Any future dredging related to prior activities of GM will be conducted with oversight from NYSDEC and NYDOS. The Project itself does not include dredging. Thus the Village Board finds that Waterfront Consistency Review Standard and Condition (15) is not applicable.

**Waterfront Consistency Review Item 16: Handle and dispose of solid and hazardous wastes and effluents in a manner, which will not adversely affect the environment nor expand existing landfills (LWRP Policies 34, 34A, 35, 35A, 35B, 35C, 35D, 35E, 36, 39 and 39A).**

As part of its deliberations, the WAC made a recommendation that the Applicant, during the construction phase, give strict instructions to its construction contractors that no wastes are to be dumped in the Hudson River. The Project will generate solid wastes and sewage typical of mixed-use residential and commercial developments. These will be managed using the lawful and compliant services and facilities available in the Village.

The Village Board finds that the Project will not result in the generation of solid and hazardous wastes and effluents in a quantity or of a type which will adversely affect the environment or require the expansion of existing landfills and thus is consistent with Waterfront Consistency Review Standard and Condition (16) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 17: Protect air quality (LWRP Policies 41, 41A, 42 and 43).**

The WAC noted in its consistency review that, as a matter of law, the Applicant will be legally required to comply with LWRP policies of 41 and 41A as they relate to the National Ambient Air Quality (NAAQ) standards. The Environmental Findings noted that the Proposed Action would not violate the NAAQ standards. No industrial air emissions will result from the Project, and any air emissions will be in an amount and of the type typically arising from a mixed-use residential and commercial development, which will not have a material adverse effect on ambient air quality.

The Village Board finds that the Project will protect air quality and thus is consistent with Waterfront Consistency Review Standard and Condition (17) of Section 59A-5.G of the Code.

**Waterfront Consistency Review Item 18: Protect freshwater wetlands (LWRP Policy 44).**

The WAC noted that the Pocantico River constitutes a tidal wetlands/watercourse and that the replacement of paved areas adjacent to the River with green open space would be beneficial for the area. The Project does not include the disturbance of freshwater wetlands.

The Village Board finds that the Project will protect freshwater wetlands and thus is consistent with Waterfront Consistency Review Standard and Condition (18) of Section 59A-5.G of the Code; and be it further

RESOLVED, on the basis of its consideration of the consistency of the proposed Lighthouse Landing project with the foregoing LWRP Policies as outlined in Chapter 59A-5.G.(1)- (18), and

upon due consideration of the consistency recommendation provided by the WAC, the Mayor and Board of Trustees finds that the Project will be consistent with the policies and purposes of the LWRP and will advance many of them.

Moved: Trustee Campbell

Seconded: Trustee Stupel

Vote: 7-0

I, Paula A. McCarthy the undersigned Clerk/Deputy Clerk, do hereby certify that the foregoing is a true copy of an extract duly adopted by the Board of Trustees of the Village of Sleepy Hollow, on the 7th day of JUNE, 2011 and of the whole thereof, and I further certify that the same was entered into the minutes of the meeting of said Board of Trustees held on said date.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of JUNE, 2011.  
Paula A. McCarthy  
Clerk/Deputy Clerk

Meeting Date: 06/07/2011  
Resolution #: 06/68/2011

MAYOR AND BOARD OF TRUSTEES  
RESOLUTION ACCEPTING  
DESIGN GUIDELINES  
FOR LIGHTHOUSE LANDING  
RIVERFRONT DEVELOPMENT

WHEREAS, concurrently with the adoption of this Resolution, the Mayor and Board of Trustees of the Village of Sleepy Hollow (the "Village Board") are approving a Riverfront Development Concept Plan ("RDCP") for a proposed riverfront development called Lighthouse Landing on the former General Motors Site ("Project"); and

WHEREAS, both the Village's Local Waterfront Revitalization Program (LWRP) and RF-Riverfront Redevelopment Zoning District language call for the creation of a distinct waterfront district in the spirit of an old Hudson River waterfront community image; and

WHEREAS, as part of the planning process for the reuse of the former General Motors site the Village conducted a Waterfront Linkage Study which analyzed that area within the Village-zoned Riverfront Development District; and

WHEREAS, one of the goals of the Waterfront Linkage Study was to assist the Village in better visualizing what future development would look like; and

WHEREAS, on February 11, 2003 a formal application for RCDP Approval and a Special Permit for the Project was submitted to the Village; and

WHEREAS, during the course of the environmental review of the Project the then applicant, working with the Village and its design and planning consultants, did prepare a Design Guidelines manual to assist the Village which included: design principles for urban district and public realm, street design and typology, architectural design and open space design intent; and

WHEREAS, the Design Guidelines manual was included as part of the Project's Final Environmental Impact Statement ("FEIS") which was the subject of a public hearing and was duly circulated to all interested and involved agencies and made available for public review and comment; and

WHEREAS, General Motors LLC is the current applicant ("Applicant") for the Project, and has advised the Village Board that it intends to secure, after consultation with the Village Board, a new developer for the Site ("Developer"), and that after such designation, Developer will assume the position and all obligations of the Applicant; and

WHEREAS, on or about December 14, 2010, the Applicant did submit to the Village Board a revised RDCP (prepared by Divney Tung Schwalbe, LLP) as identified in the Resolution approving the RDCP and granting a Special Permit for the project, which included a

set of preliminary architectural drawings (prepared by the Lessard Architectural Group dated May 15, 2007) that advance the Village Board's design objectives and are generally consistent with the Design Guidelines; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board does hereby accept the Design Guidelines document included in the FEIS and as modified by the 2011 Amended Findings; and, be it further

RESOLVED, that the Village Board intends that the Design Guidelines document shall be utilized by the Planning Board and other boards and committees serving the Village in subsequent reviews to ensure that the Project elements will be integrated by cohesive design, maintain an appropriate Hudson River waterfront community image, and provide visual interest; and, be it further,

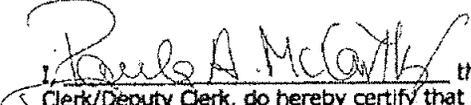
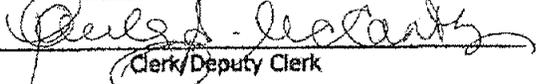
RESOLVED, that the Design Guidelines are intended to provide a flexible framework, as the Village moves forward with more specific approvals; and, be it further

RESOLVED, in the event that the Board of Trustees approves future revisions to the RDCP, the Design Guidelines manual will be accordingly updated to reflect the revised plan, and that from time to time, as is deemed necessary by the Project Developer(s), or the Planning Board, or any of the aforementioned parties may petition the Board of Trustees to revise the design principles contained in the Design Guidelines manual.

Moved: Trustee Capossela

Seconded: Trustee Carr

Vote: 7-0

  
the undersigned  
Clerk/Deputy Clerk, do hereby certify that the foregoing is  
a true copy of an extract duly adopted by the Board of  
Trustees of the Village of Sleepy Hollow, on the 7th day  
of JUNE, 2011 and of the whole thereof,  
and I further certify that the same was entered into the  
minutes of the meeting of said Board of Trustees held on  
said date.  
IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal this 8th day of JUNE, 2011.  
  
Clerk/Deputy Clerk