



February 11, 2026

Chairperson Timothy Church
Members of the Zoning Board of Appeals
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, NY 10591

Re: Application of Lighthouse Landing Communities LLC for an Area Variance -
Block M Condominium Building at 1 Palisades Blvd (115.10-1-4.2), Edge-on-Hudson

Dear Chairperson Church and Members of the Zoning Board of Appeals:

On behalf of Lighthouse Landing Communities LLC (the "Applicant"), we respectfully submit the enclosed application for an area variance to permit a three (3) foot increase in the maximum permitted building height for the property located at 1 Palisades Boulevard (Tax Lot 115.10-1-4.2), identified as Block M within the Edge-on-Hudson development.

The proposed project consists of a six-story condominium building containing ninety-two (92) dwelling units, together with associated on-site amenities, parking, and accessory retail space, consistent with the approved redevelopment framework for Edge-on-Hudson.

As demonstrated in the enclosed architectural drawings, a building height of sixty-five feet (65') is not feasible, as that limitation does not adequately accommodate required building systems. Accordingly, the Applicant respectfully requests an area variance from Section 450-20B(4) of the Village of Sleepy Hollow Zoning Code to permit an increase in height from sixty-five (65) feet (permitted) to sixty-eight (68) feet (proposed).

The requested variance is not substantial in context. The resulting roof elevation will align with the height of the existing development in neighboring Block H, ensuring visual consistency within the Edge-on-Hudson waterfront and preserving the overall intent of the approved Redevelopment District Concept Plan and associated Special Permit.

This submission includes seven (7) sets of the following forms and attachments:

- Zoning Board of Appeals Application
- Zoning Compliance Form
- Short Environmental Assessment Form (EAF) – Part 1
- Deeds to the affected property
- Check in the amount of \$700 made payable to the Village of Sleepy Hollow representing the application and minutes fees
- Check in the amount of \$500 made payable to the Village of Sleepy Hollow representing the escrow deposit
- Architectural Drawings prepared by ODA Architecture

We respectfully request that this application be placed on the Zoning Board of Appeals' March 18, 2026 agenda for review. Thank you for your consideration. We look forward to appearing before the Board in March to discuss the enclosed materials in greater detail.

Very truly yours,

ODA Architecture, PC
Razvan Voroneanu, Project Director



More than a Legend

Village of Sleepy Hollow

Department of Architecture, Land Use Development, Buildings & Building Compliance

28 Beekman Avenue, Sleepy Hollow, NY 10591

Telephone (914) 366-5101 • Fax (914) 631-0607 • www.sleepyhollowny.gov

ZONING BOARD OF APPEALS APPLICATION: CHECKLIST

An application to the Village of Sleepy Hollow Zoning Board of Appeals will not be considered complete without the following:

Applicant:	Location:		
NO.	DESCRIPTION	RECD	NA
1.	Application fee – check, or money order in the amount of \$700 (\$500 Application fee plus \$200 minutes fee) made payable to the <i>Village of Sleepy Hollow</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Escrow fee – check, or money order in the amount of \$500 Payable to the <i>Village of Sleepy Hollow</i> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seven (7) identical stapled/ bound packets and (1) digital PDF copy of the following:			
3.	Determination being appealed (Building Inspectors letter or permit denial).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Completed application signed by the property owner. The property owner may complete the Proxy Statement authorizing an agent or representative to sign the application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.	Completed Zoning Compliance Form – completed by a NYS registered architect or professional engineer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	State Environmental Quality Review Act (SEQRA) Short Form, Part 1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.	Property survey. Survey must be updated to show all existing conditions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	Property deed, including all easements and covenants.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9.	Construction plans and specifications, drawn to scale, signed and sealed by a NYS registered architect or professional engineer as required by NYS Law.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Photographs of the property (3"x5" or larger) showing the location and impacts of your application.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11.	Other (indicate document): Architectural drawings enclosed	<input checked="" type="checkbox"/>	
12.	Other:	<input type="checkbox"/>	
13.	Other:	<input type="checkbox"/>	
14.	Other:	<input type="checkbox"/>	
15.	Other:	<input type="checkbox"/>	



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ZONING BOARD OF APPEALS APPLICATION: PART 1 of 5			
LOCATION	Section: 115.10 Block: 1 Lot: 4.2		OFFICE USE
	Address: 1 Palisades Blvd.		
	Zoning District: F		
		Application number:	
		Date received:	
		Date of decision:	
		Expiration date:	
OWNER	Name: Peter Chavkin		Phone number:
	Address: Lighthouse Landing Communities, LLC		Cellular number:
	50 River Street, Sleepy Hollow, NY 10591		
			E-mail:
APPLICANT	Name: Same as Owner		Phone number:
	Address:		Cellular number:
			E-mail:
AGENT	Name: Razvan Voroneanu - ODA Architecture		Phone number: 917-657-8858
	Address: 99 Hudson Street, 2nd Floor		Cellular number:
	New York, NY 10013		
	<input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Other: _____		E-mail: razvan@oda-architecture.com
FEES	Application: \$500	<input type="checkbox"/> Cash <input type="checkbox"/> Credit card <input type="checkbox"/> Money order <input checked="" type="checkbox"/> Check number: <u>3460</u>	
	Minutes: \$200 per meeting		
	Escrow: \$500	<input type="checkbox"/> Cash <input type="checkbox"/> Credit card <input type="checkbox"/> Money order <input checked="" type="checkbox"/> Check number: <u>3459</u>	
The Department shall send all correspondences to: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Applicant <input type="checkbox"/> Agent <input type="checkbox"/> Other: _____			



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ZONING BOARD OF APPEALS APPLICATION: PART 2 of 5

If sufficient space does not exist to give appropriate answers to any questions on this form, please attach a rider giving such answers properly referenced to the question and page number.

- 1. This is an Application for the following (check all that apply):
[X] Area variance(s) [] Use variance [] Interpretation/ Appeal
[] Special permit [] Temporary use [] Extension

2. Appeal is made from the decision of the Building Inspector made on the ___ day of ___, 202_.

3. Describe the scope of the project:
Proposed six-story condominium building with 92 dwelling units and associated on-site amenities, parking, and accessory retail space.

- 4. The applicable provisions of the Zoning Ordinance from which relief is sought are:
a. Article ___ § 450- 20 B (4) .
Relief sought variance to permit an increase in maximum permitted height from 65 feet (permitted) to 68 feet (proposed)
b. Article ___ § 450- _____.
Relief sought _____
c. Article ___ § 450- _____.
Relief sought _____
d. Article ___ § 450- _____.
Relief sought _____
e. Article ___ § 450- _____.
Relief sought _____

5. Is the property subject to any variances, covenants, easements, or restrictions? [] NO [X] Yes Describe below:
Environmental easement agreement between Town of Mount Pleasant Industrial Development Agency, General Motors LLC, and the People of the State of New York, dated 2/11/2014 and recorded 3/4/2014 as Control No 533193301

6. AREA VARIANCE

Explain specifically how this Application satisfies each of the following criteria and refer to and attach any documentation that supports your position.

- a. Whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance;

Granting the requested height variance will not result in an undesirable change to neighborhood character or a detriment to nearby properties. The project is part of Edge-on-Hudson and envisions Block M at a height consistent with Block H. As shown in the enclosed drawings, the design incorporates more aggressive upper-level setbacks compared to Block H, causing the building to read as visually shorter and reducing perceived bulk when viewed from the Hudson River. Height is consistent with other development in the area for which variances were previously granted.

- b. Whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance;

The benefit sought—construction of a functional, code-compliant building—cannot be achieved without the requested variance. The Planning Board initially recommended exploring a reduction to a 65-foot height; however, detailed design analysis demonstrated that a 65-foot building cannot accommodate essential building systems within the permitted envelope. As illustrated in the submitted architectural drawings, no feasible alternative exists that would allow the project to proceed as required without the requested height variance.

- c. Whether the requested area variance is substantial;

While the variance numerically deviates from the height limit, it is not substantial, especially when considered in context. The resulting roof elevation of Block M aligns with the roof elevation of Block H at the same NAVD datum. The apparent height difference arises from the methodology used to measure building height, which allowed Block H a higher reference elevation without requiring a variance. From the river and surrounding public vantage points, the two buildings align in height, and Block M's additional setbacks further reduce visual impact.

- d. Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district;

The proposed variance will not have an adverse physical or environmental impact. The building form reduces massing and visual presence along the riverfront through stepped setbacks, improving perceived scale relative to the neighboring Block H. The project remains consistent with the approved RDCP / Special Permit and does not introduce new shadows, viewshed impacts, or environmental conditions.

- e. Whether the alleged difficulty was self-created;

While the need for the variance arises in part from the project design, it is not solely self-created. The difficulty results from the zoning ordinance's height measurement methodology, which treats Blocks M and H differently despite their roofs aligning at the same NAVD elevation. The number of residential units proposed for Block M is consistent with the

Village of Sleepy Hollow
Zoning Board of Appeals

program contemplated in the approved RDCP / Special Permit and the requested height does not increase building area. Even if the Board determines the need is self-created, it is not precluded from granting the requested variance.

f. State any additional information that you believe would be helpful to the Board in making a determination.

The benefit of allowing construction of a functional, code-compliant building aligned with the vision illustrated by the approved RDCP / Special Permit and the Edge-on-Hudson Design Guidelines, substantially outweighs any perceived detriment. The current design directly responds to Planning Board feedback by reducing visual impact while maintaining alignment with Block H. Granting the variance supports orderly development, respects prior approvals, and preserves neighborhood character, with no adverse impact on public health, safety, or welfare.

7. USE VARIANCE

No such use variance shall be granted by the Board of Appeals without a showing by the applicant that applicable zoning regulations and restrictions have caused unnecessary hardship. *In order to prove such unnecessary hardship, the applicant shall demonstrate to the Board of Appeals that for each and every permitted use under the zoning regulations for the particular district where the property is located:*

a. Under applicable zoning regulations, the applicant is deprived of all reasonable economic use or benefit from the property in question, which deprivation must be established by competent financial evidence;

b. The alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood;

c. The requested use variance, if granted, will not alter the essential character of the neighborhood; and

Village of Sleepy Hollow
Zoning Board of Appeals

d. The alleged hardship has not been self-created.

e. State any additional information that you believe would be helpful to the Board in making a determination.

8. INTERPRETATION/ APPEAL

- Decision of the Building Inspector (attach copy of the decision)
- Interpretation of Zoning Ordinance
- Official Zoning Map

a. Indicate the provision of the Zoning Code you are seeking an interpretation/appeal of;

b. Provide a detailed explanation as to why you believe the Village Official's interpretation is not correct;

c. State the conclusion you believe the Board of Appeals should reach.



More than a Legend

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ZONING BOARD OF APPEALS APPLICATION: PART 4 of 5

DISCLOSURE STATEMENT

Signed by ALL Applicants and Deeded Owners

In accordance with the requirements of Article 18, §809 of the General Municipal Law of the State of New York, all applications before the Zoning Board of Appeals of the Village of Sleepy Hollow must include a statement by the applicant disclosing, to the extent known to said applicant, the name and residence of any officer or employee of the Village of Sleepy Hollow or County of Westchester, or any State officer, having an interest in the applicant or owner and the nature and extent of that interest.

Peter Chutkan being duly sworn, deposes and says:
(Print Name)

- 1. I am an applicant for a project or an owner of the land that is the subject of a pending application before the Village of Sleepy Hollow Zoning Board of Appeals.
2. I reside at: 422 E 72ND ST, Apt 35E, NY, NY 10021

3. The nature of my interest in the aforesaid application is as follows: President of Property owner / Applicant

4. If the applicant or owner is a corporation, list the corporation's officers:
President: Peter Chutkan Vice President:
Secretary: Treasurer:

- 5. Do any of the following individuals have an interest, as defined below, in the owner or applicant:
a. Any officer of New York State. [] YES [X] NO
b. Any elected or appointed official or employee of the Village of Sleepy Hollow, Town of Mount Pleasant, or Westchester of County. [] YES [X] NO

For the purpose of this disclosure, an officer or employee shall be deemed to have an interest in the applicant when he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

- a. is the applicant, or
b. is an officer, director, partner or employee of the applicant, or
c. legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
d. is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request.

Note: Ownership of less than five per cent of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this disclosure.

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If the answer to Question #5 is "YES", state the name, address, nature and extent of the interest of such individual:

Name: _____

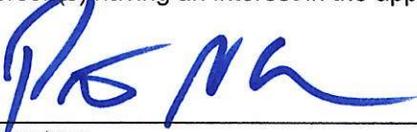
Address: _____

Nature and extent of Interest: _____

(If the space allocated above is insufficient to list all persons interested in the applicant, please provide the required information on additional interested persons on a separate sheet(s) of paper and attach hereto)

A PERSON WHO KNOWINGLY AND INTENTIONALLY WITHHOLDS THE NAMES AND ADDRESSES OF ANY PERSONS INTERESTED IN THE APPLICANT OR OWNER AS DESCRIBED IN THIS STATEMENT VIOLATES §809 OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND SHALL BE GUILTY OF A MISDEMEANOR.

The undersigned affirms, to the best of his or her knowledge, that the person(s) disclosed in this statement is/are the only person(s) having an interest in the applicant.



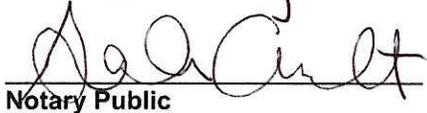
Signature

2/12/26

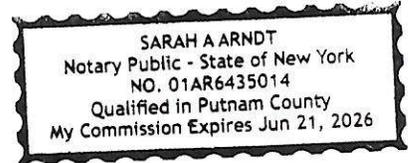
Date

Sworn to before me this 12 day

of February, 2026


Notary Public

Seal





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ZONING BOARD OF APPEALS ESCROW AGREEMENT: Part 5 of 5

The undersigned does hereby agree to the following:

1. I (We) am (are) the owner(s) agent(s) of the property located at 1 Palisades Boulevard, Sleepy Hollow, NY 10591

for which application is being submitted to the Village of Sleepy Hollow for review.

- 2. I understand and agree that there are certain reimbursable fees and consulting fees for which I am responsible in conjunction with said application.
3. I understand that an escrow account must be established as described in Chapter 200 of the Code of the Village of Sleepy Hollow. I understand that the Zoning Board may seek the consultation of professional planners, engineers, surveyors, etc. as well as any special counsel that the Board deems necessary. I will be responsible for any and all costs incurred by the Board for notices, mailings, advertisements, consultations, reports, and professional opinions at the prevailing hourly rate agreed upon by the Village of Sleepy Hollow. I understand that no employee of the Village or any member of the Zoning Board can advise me, in advance, of what the total consulting fees may be.
4. I shall provide an initial deposit of \$500.
5. Fees shall be made payable to the Village of Sleepy Hollow and held in escrow and applied toward the payment of fees incurred by the Village with regard to the application. When the balance of the escrow account is \$200 or less, I shall deposit additional funds into the escrow account to maintain a minimum balance of \$500. The Village Treasurer's office shall provide me a monthly statement indicating expenses incurred and the amount of monies withdrawn from said account. A replenishment letter will accompany the statement requesting additional funds when necessary.
6. I understand that if I withdraw my application prior to any action being taken by the Board, I am still responsible for any expenses incurred by the Village with regard to my application prior to such withdrawal.
7. I understand that if at any time the minimum balance in said escrow account falls below \$200 and is not replenished, the Board may suspend the review of my application and/ or the Village Architect may refuse to issue permits and/ or certificates with regard to the premises.
8. I understand that it is my responsibility to request the return of the unexpended escrow fund balance by submitting a letter to this department. The refund, if any, will be made approximately three (3) months from the receipt allowing for invoices to be presented.
9. I understand that a non-refundable administrative fee shall be charged to the escrow account. The administrative fee shall be 2% of the total amount of escrow funds deposited. The fee will be deducted immediately upon the deposit of the escrow funds and used to reimburse the Village for the management of the escrow account.
10. If at the termination of the application process, I still am indebted to the Village of Sleepy Hollow for any fees mentioned herein, I understand that the amount of money still owed may be added to my property tax bill and become a lien against the property; or the Village may take whatever legal action necessary against each owner, either individually or jointly, to collect such funds.

Village of Sleepy Hollow
Zoning Board of Appeals

11. I understand that no permits, variances, licenses, subdivisions, site plan or other approvals or authorizations shall be issued, no applications therefore shall be considered, and no informal conference, preliminary review or other procedure in relation thereto shall be conducted by the Village Board, Planning board, Architectural Review Board, Zoning Board of Appeals, the Building Inspector, any board, commission, or agency of the Village unless and until (1) all outstanding code violations charged to the property owner, contractor, contract vendee, or applicant together with all penalties thereon shall have been paid or resolved; and (2) all outstanding fees, including but not limited to inspection, consultation, and recreation fees due to the Village from the property owner, contractor, contract vendee or applicant are paid.

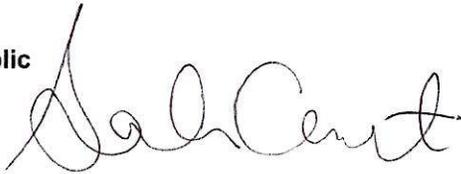
Proxy Statement is required when anyone other than the property owner is signing this application.

Peter Chertin, President Lighthouse Landing Communities
Print Name

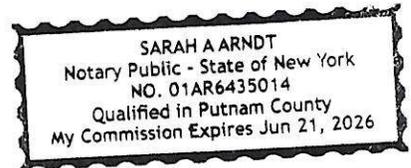
Signature
2/12/26
Date

Sworn to before me this 12 day
of February, 2026

Notary Public



Seal





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ZONING COMPLIANCE FORM

APPLICANT NAME : Lighthouse Landing Communities, LLC	PROPERTY LOCATION: 1 Palisades Blvd
SECTION: 115.10 BLOCK: 1 LOT: 4.2	ZONING DISTRICT: RF

	REQUIRED	EXISTING	PROPOSED	VARIANCE
AREA OF LOT (SF)	20 acres MIN.		1.4 acres	
WIDTH OF LOT (FT)	N/A MIN.			
FLOOR AREA (SF)	N/A to individual parcel MAX.			

	PRINCIPAL BUILDING	REQUIRED	EXISTING	PROPOSED	VARIANCE
	FRONT YARD (FT)	N/A MIN.			
	FRONT YARD – CORNER (FT)	N/A MIN.			
	REAR YARD (FT)	N/A MIN.			
	ONE SIDE YARD (FT)	N/A MIN.			
	COMBINED SIDE YARDS (FT)	N/A MIN.			
	BUILDING COVERAGE (%)	N/A to individual parcel MAX.			
	BUILDING HEIGHT (FT/STY)	65 feet MAX.		68 feet/ 6 stories	Yes

	ACCESSORY	REQUIRED	EXISTING	PROPOSED	VARIANCE
	SIDE YARD (FT)	N/A MIN.			
	REAR YARD (FT)	N/A MIN.			
	BUILDING COVERAGE (%)	N/A MAX.			
	BUILDING HEIGHT (FT)	N/A MAX.			
	Distance to PRINCIPAL Bldg. (FT)	N/A MIN.			

	PARKING	REQUIRED	EXISTING	PROPOSED	VARIANCE
	PARKING (CARS)	Varies MIN.		184 163 off-street	
	LOADING ZONE	Varies MIN.		--	

 NYS ARCHITECT/ENGINEER

6/9/2025

 DATE

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Edge-On-Hudson Block M			
Project Location (describe, and attach a location map): 1 Palisades Boulevard, Sleepy Hollow, NY 10591			
Brief Description of Proposed Action: Proposed six-story condominium building with 92 dwelling units and associated on site amenities, parking, and accessory retail space.			
Name of Applicant or Sponsor: Lighthouse Landing Communities LLC		Telephone: 212-554-2977 E-Mail: peter@biddlerev.com	
Address: 50 River Street			
City/PO: Sleepy Hollow		State: NY	Zip Code: 10591
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC - Continued coverage under Stormwater General Permit for Discharges from Construction Activity		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<div style="display: flex; justify-content: flex-end; margin-bottom: 5px;">_____ 1.4 acres (Block M)</div> <div style="display: flex; justify-content: flex-end; margin-bottom: 5px;">_____ 1.4 acres</div> <div style="display: flex; justify-content: flex-end;">_____ 67.9 acres (West and South Parcels)</div>	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Vacant <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name:Hudson River, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90 If Yes, identify: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed action meets state energy code requirements. _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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

THIS INDENTURE, made the 22nd 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 **LIGHTHOUSE LANDING VENTURE LLC**, a Delaware limited liability company, having an address at 1270 Avenue of the Americas, Suite 301, New York, New York 10020 (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 General Motors LLC, a Delaware limited liability company having an address at 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265-3000, its 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

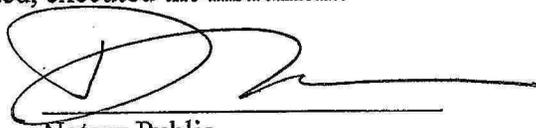
By: 

Name: Carl Fulgenzi

Title: V. Chairman

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

On the day 19th day of December in the year 2014 before me, the undersigned, personally appeared CARL FULGENZI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(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 A. GHANZADEH
NOTARY PUBLIC, State of New York
No. 02CH6069044
Qualified in Westchester County
Commission Expires ~~March 4, 2008~~

November 1, 2018

County: Westchester
Town: Mount Pleasant
Section: 115.10 115.15
Block: 1 1
Lot: 1 1

RECORD AND RETURN TO:

DelBello Donnellan Weingarten
Wise & Wiederkehr LLP
1 North Lexington Avenue
White Plains, New York 10601
Attn: Peter J. Wise, Esq.

SCHEDULE A

[Legal Description]

FIRST ORDER, LLC

1700 Sullivan Trail, Suite 13

Easton, PA 18040

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

Lot 1

Metes and Bounds Description

Town of Mount Pleasant

Sec 115.10 Block 1 Lot 1

Westchester County, New York

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

Running the following courses along said Beekman Avenue:

1. South $66^{\circ}16'16''$ West a distance of 446.25 feet to a point, thence
2. South $57^{\circ}14'09''$ West a distance of 50.11 feet to a point, thence
3. South $31^{\circ}27'03''$ West a distance of 75.00 feet to a point, thence
4. South $15^{\circ}31'03''$ West a distance of 72.00 feet to a point, thence
5. South $12^{\circ}42'03''$ West a distance of 66.00 feet to a point, thence
6. South $25^{\circ}32'57''$ East a distance of 40.78 feet to a point, thence

7. Along the northerly line of land of Ichabod's Landings, LLC, and extending into the Hudson River, North $76^{\circ}11'17''$ West a distance of 42.65 feet to a point, thence

8. Continuing along the same, South $81^{\circ}31'03''$ West a distance of 620.48 feet to a point, thence

Running the following courses in the Hudson River:

9. North $30^{\circ}47'57''$ West a distance of 0.60 feet to a point, thence
10. North $08^{\circ}02'57''$ West a distance of 109.47 feet to a point, thence
11. North $60^{\circ}07'42''$ West a distance of 793.28 feet to a point, thence
12. North $05^{\circ}04'13''$ East a distance of 1021.82 feet to a point, thence
13. North $89^{\circ}42'03''$ East a distance of 320.19 feet to a point, thence

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

14. North $36^{\circ}43'33''$ West a distance of 24.12 feet to a point, thence
15. North $21^{\circ}48'11''$ East a distance of 730.79 feet to a point, thence
16. South $68^{\circ}11'49''$ East a distance of 84.40 feet to a point, thence
17. North $30^{\circ}59'26''$ East a distance of 765.62 feet to a point, thence

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

18. South $08^{\circ}48'03''$ East a distance of 622.25 feet to a point, thence
19. South $33^{\circ}23'31''$ East a distance of 173.77 feet to a point, thence
20. South $14^{\circ}39'31''$ East a distance of 215.17 feet to a point, thence
21. Along the arc of a non-tangent curve to the left having a radius of 8133.45 feet, turning a central angle of $07^{\circ}19'23''$, for an arc length of 1039.56 feet, the chord of which bears South $17^{\circ}52'51''$ East for a distance of 1038.85 feet to a point, thence
22. South $32^{\circ}19'18''$ East a distance of 102.27 feet to a point, thence

FIRST ORDER, LLC

1700 Sullivan Trail, Suite 13

Easton, PA 18040

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

23. South $20^{\circ}37'50''$ East a distance of 299.70 feet to the point and place of beginning.

Containing 2,885,841 square feet or 66.2498 acres of land.

Being the property as described in Frontier Abstract Commitment No. 510434, Parcel I.

Jack W. Shoemaker

New York Professional Land Surveyor 50495

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

Lot 3
Metes and Bounds Description
Town of Mount Pleasant
Sec 115.15 Block 1 Lot 1
Westchester County, New York

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

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

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

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

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

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

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

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

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

Being the property as described in Frontier Abstract Commitment No. 510434, Parcel IV

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) Any and all development or redevelopment of the Property (defined below) shall be conducted by the Grantee in compliance with the Village of Sleepy Hollow Resolution Granting Special Permit attached hereto as Exhibit 1 (herein, the “**Special Permit**”). Without in any way limiting the generality of the foregoing, the Grantee agrees to perform, or cause to be performed, all of the work, and to make all of the payments, required of the Applicant and the Developer as set forth in the Special Permit, the 2007 Findings (defined below), and the 2011 Amended Findings (defined below) (including reimbursement to GMLLC for any payments made to the Village of Sleepy Hollow (the “**Village**”) by GMLLC prior to the date of the Deed (the “**Deed**”) to which this Schedule B is annexed, and subsequent to August 31, 2012).

(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 used for: (A) commercial uses; (B) recreational uses (including public access); and (C) residential uses restricted to multi-family structures including senior living facilities and assisted living facilities, and attached multi-family townhouse units. Prohibited uses include, but are not limited to, residential uses involving detached single family dwellings, stand-alone day care centers, schools (including preschools, elementary schools, and secondary schools), hospitals and other similar uses that would typically require cleanup to unrestricted residential use standards under applicable New York law.

(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 commercial, recreational, and restricted residential 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 C360070) executed December 2010 and amendment(s) dated August 2013 and any subsequent amendments.

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

“**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 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 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**”).

(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, which notice shall be given via e-mail or by telephone to Frank Cappello at fcappello@suncal.com or (212) 554-2976 (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. 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.



Block M

Edge on Hudson. Sleepy Hollow. Jan 22 2026

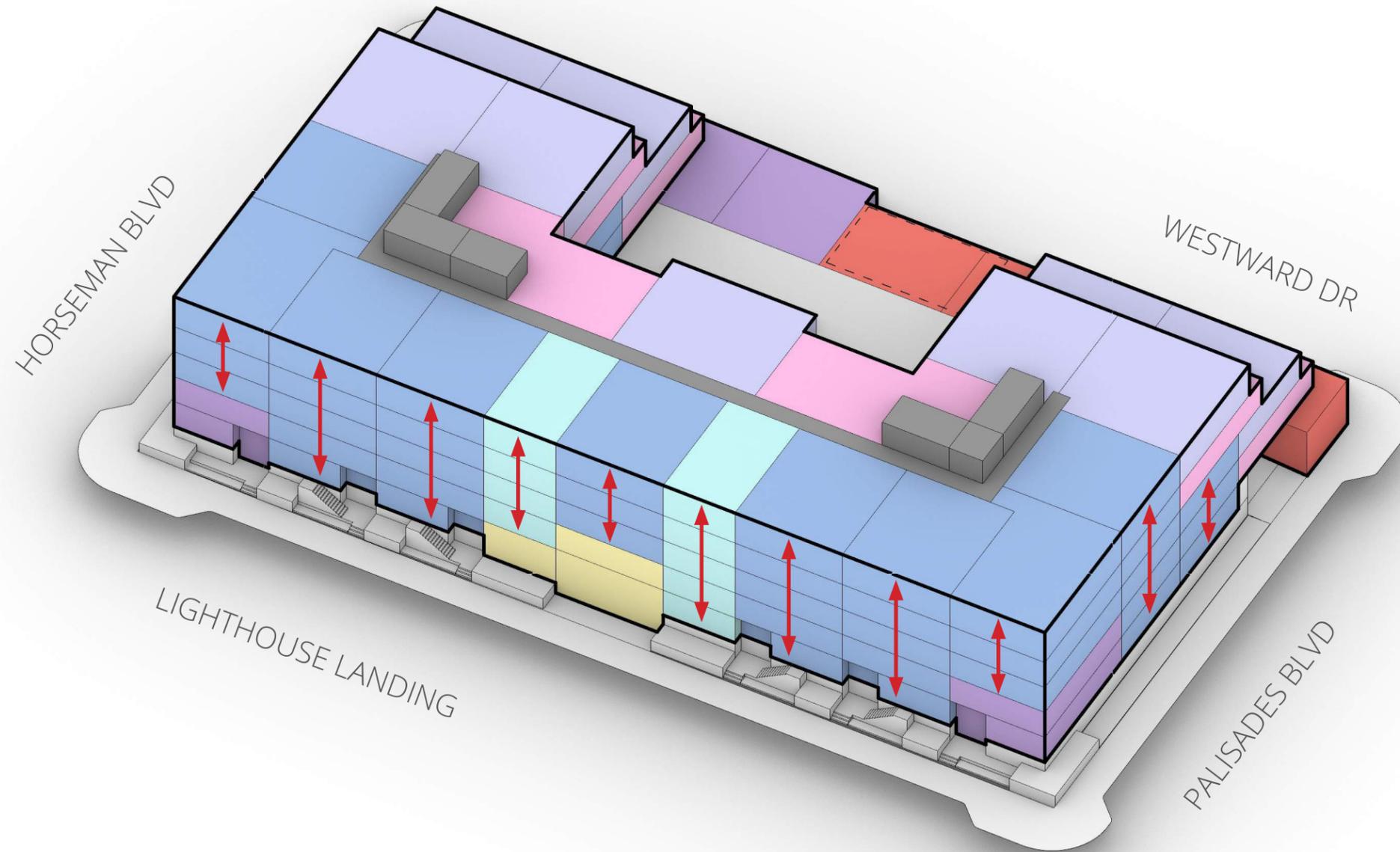


Block M condominium building

- 6 story building
- Approximately 260,000 gsf
- 92 condo units
- Amenities
- Parking
- Retail space

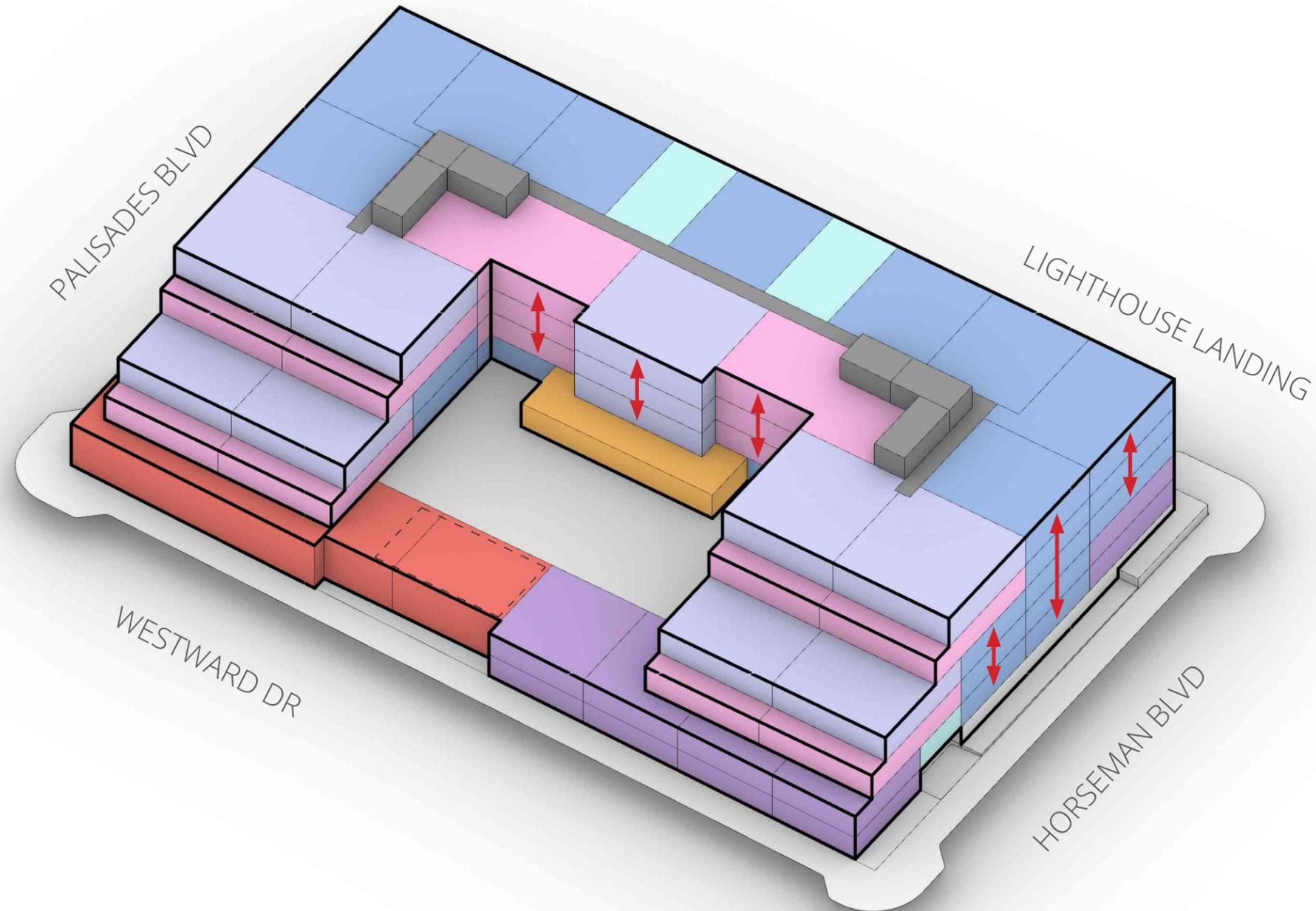
Block M

Design evaluation and challenges of 65' building height
(Elevation 78' NAVD)



Total 92 units

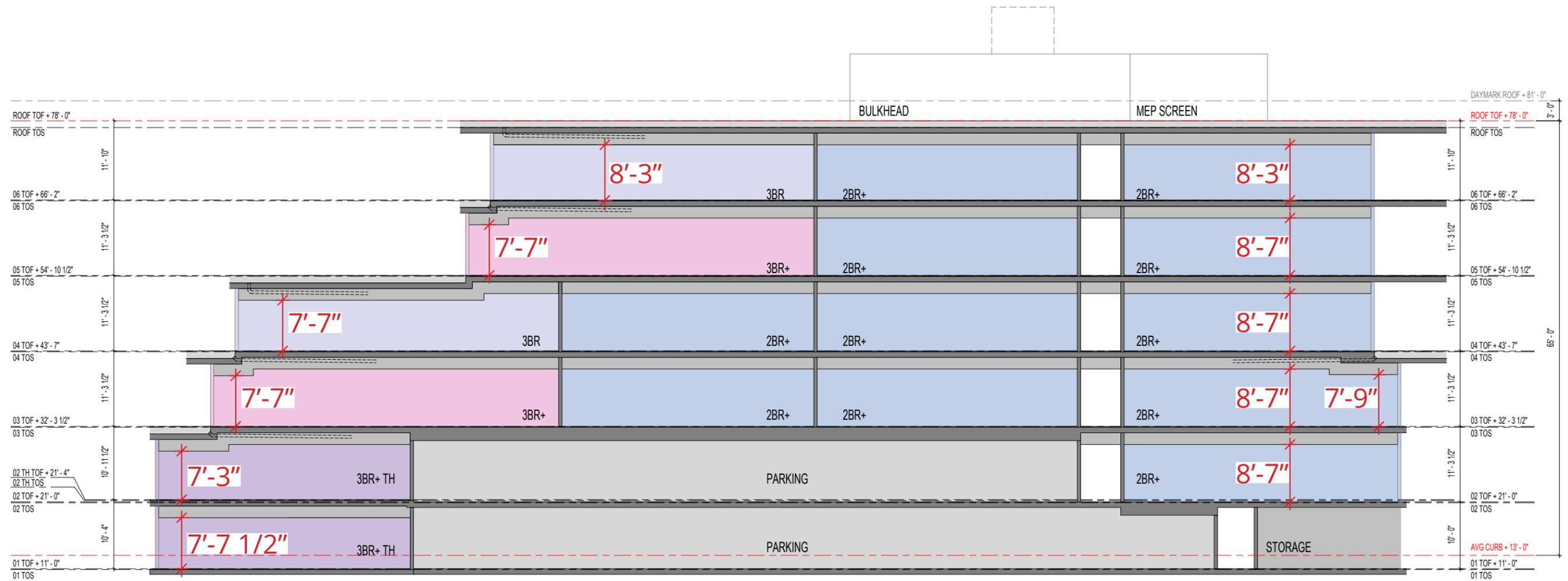
The building has maximized the stacking of the units to achieve the highest possible ceiling heights in an attempt to maintain the overall elevation at 78' to comply with river setback requirements.



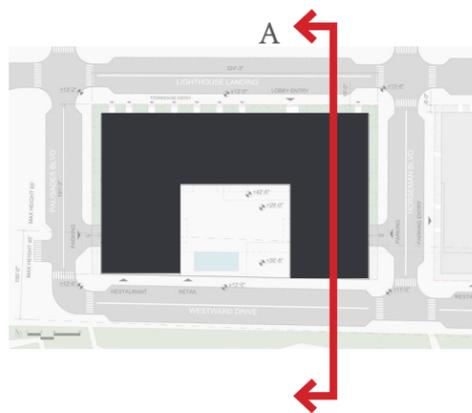
Total 92 units

The building has maximized the stacking of the units to achieve the highest possible ceiling heights in an attempt to maintain the overall elevation at 78' to comply with river setback requirements.

65' Building Height (El. 78' NAVD)
(3' lower than Block H)

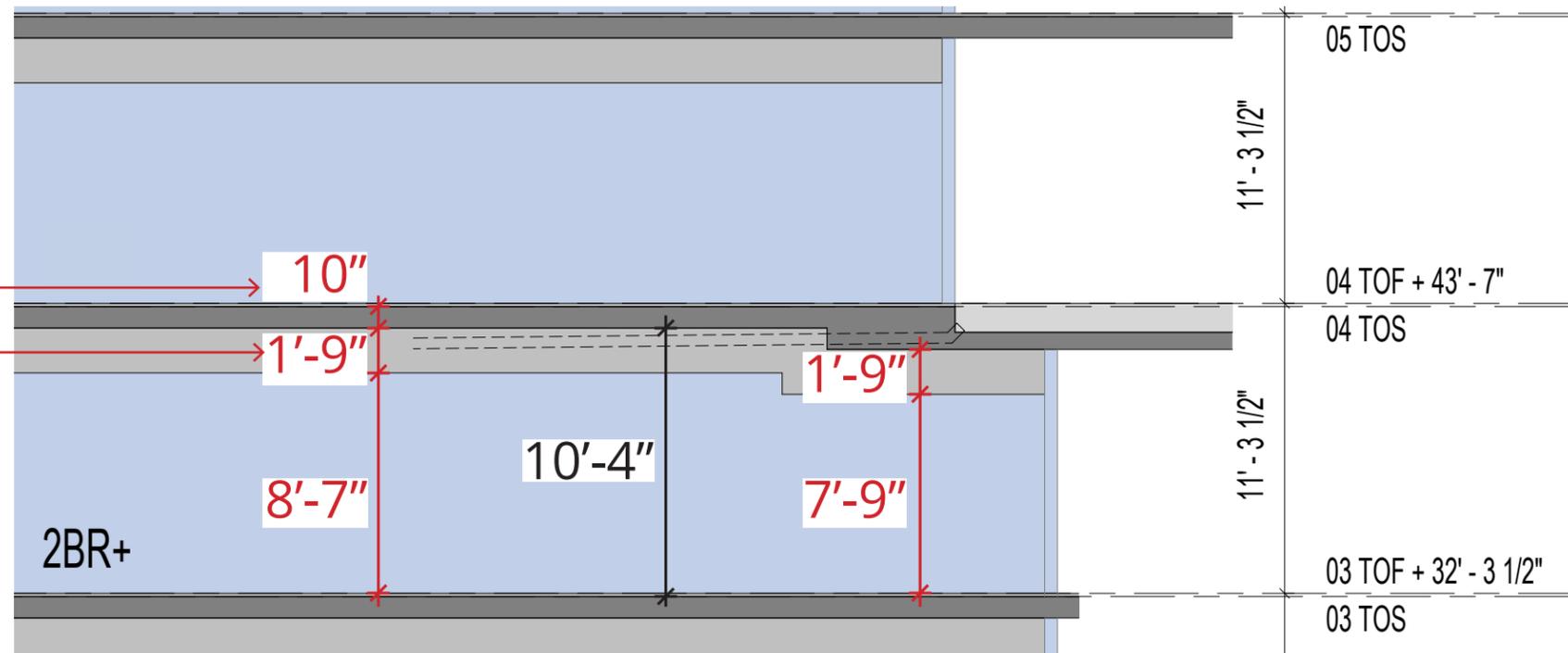


Section A



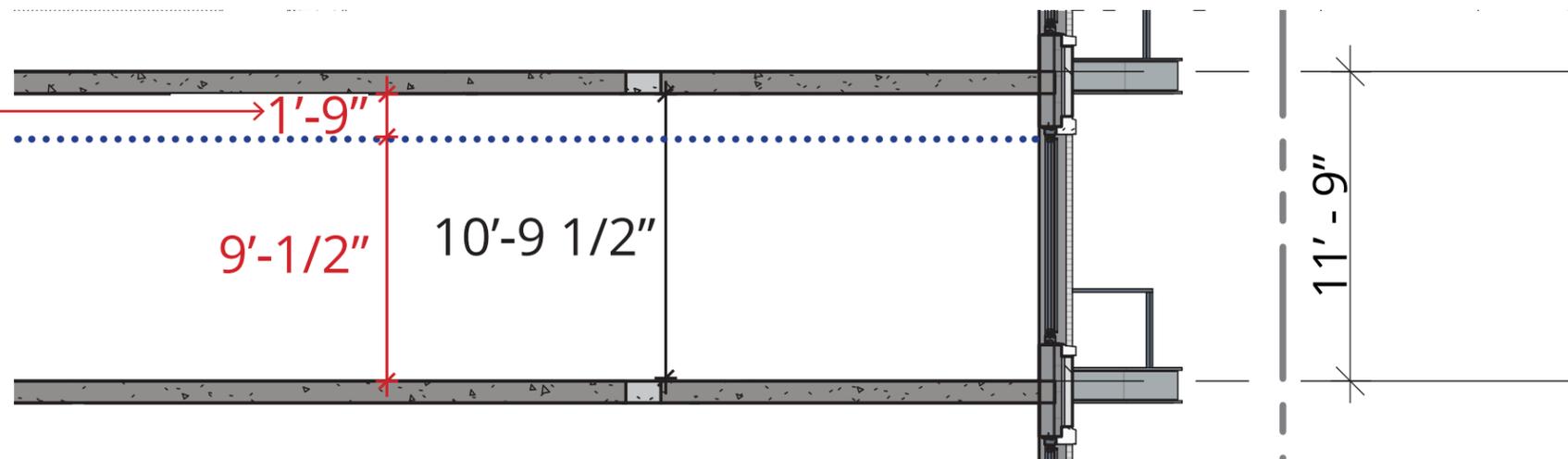
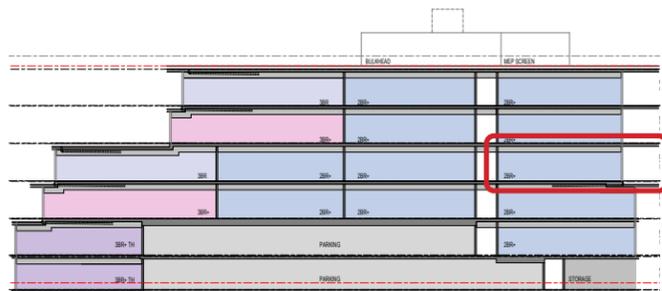
65' Building Height (El. 78' NAVD)
(3' lower than Block H)

Typical slab thickness
18" average MEP plenum
+ 3" ceiling assembly



BLOCK M

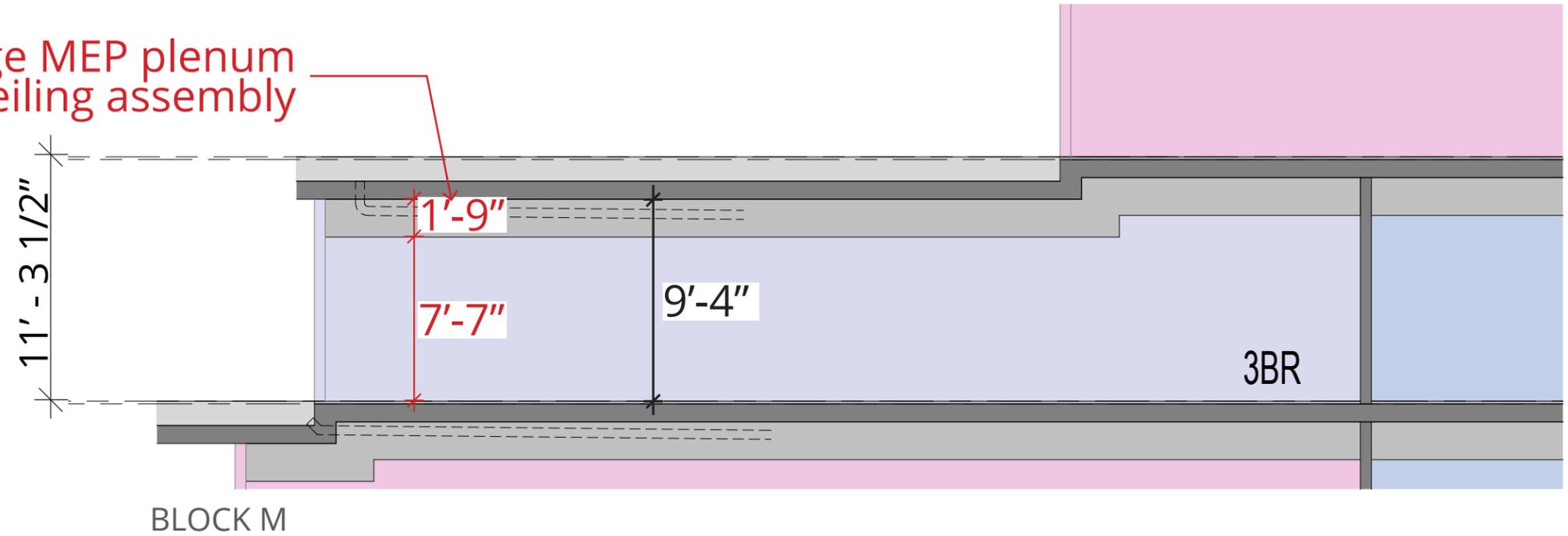
18" average MEP plenum
+ 3" ceiling assembly



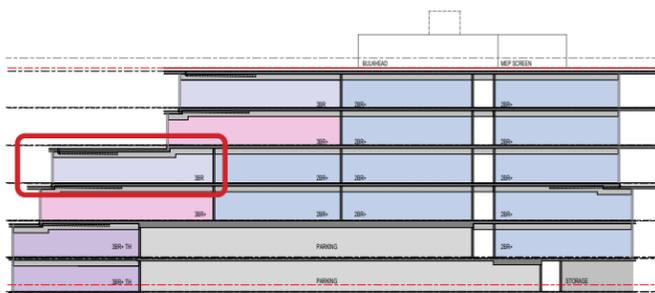
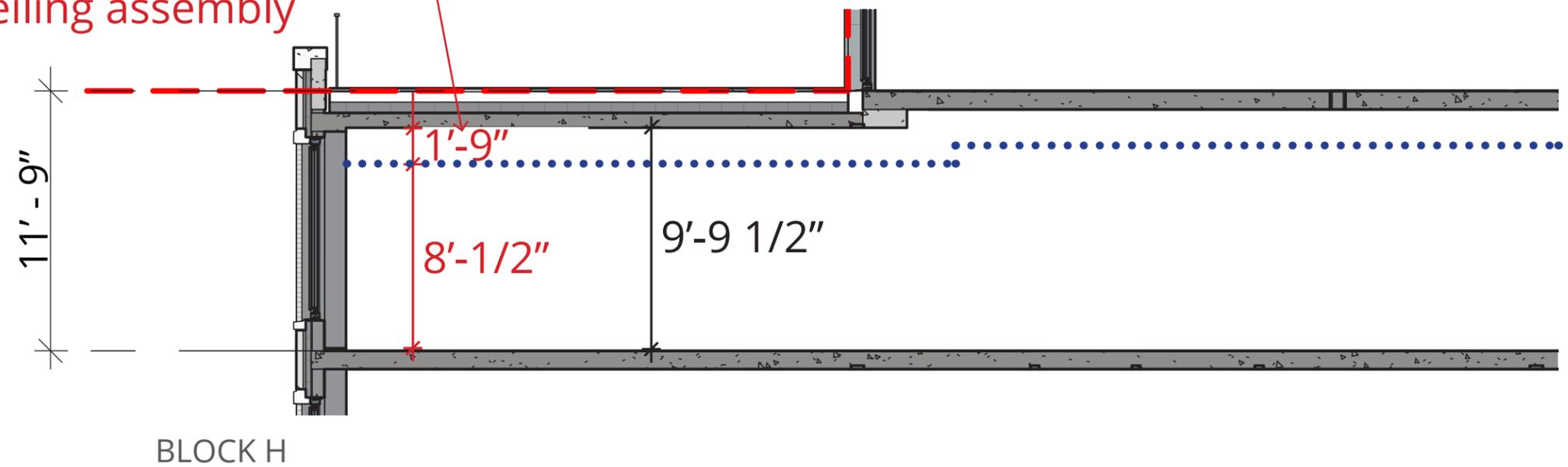
BLOCK H

65' Building Height (El. 78' NAVD)
(3' lower than Block H)

18" average MEP plenum
+ 3" ceiling assembly



18" average MEP plenum
+ 3" ceiling assembly



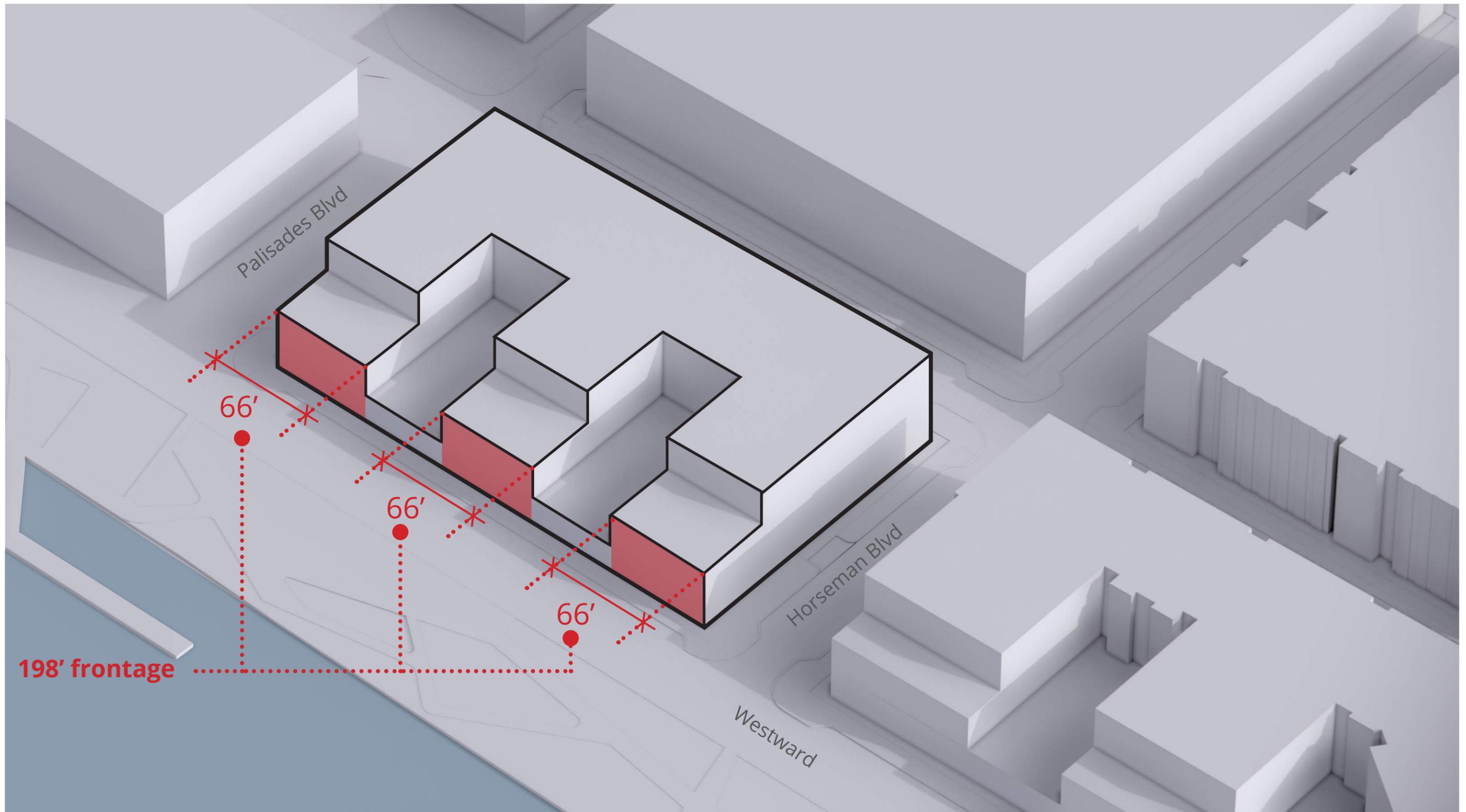
-
- ¹ While zoning height is measured numerically from curb elevation, a building's true impact is defined by how it is experienced at the street and by the people who use it.
 - ² Our goal is to create a building that feels appropriate, comfortable, and well integrated into its neighborhood from every street-level perspective.

Special permit

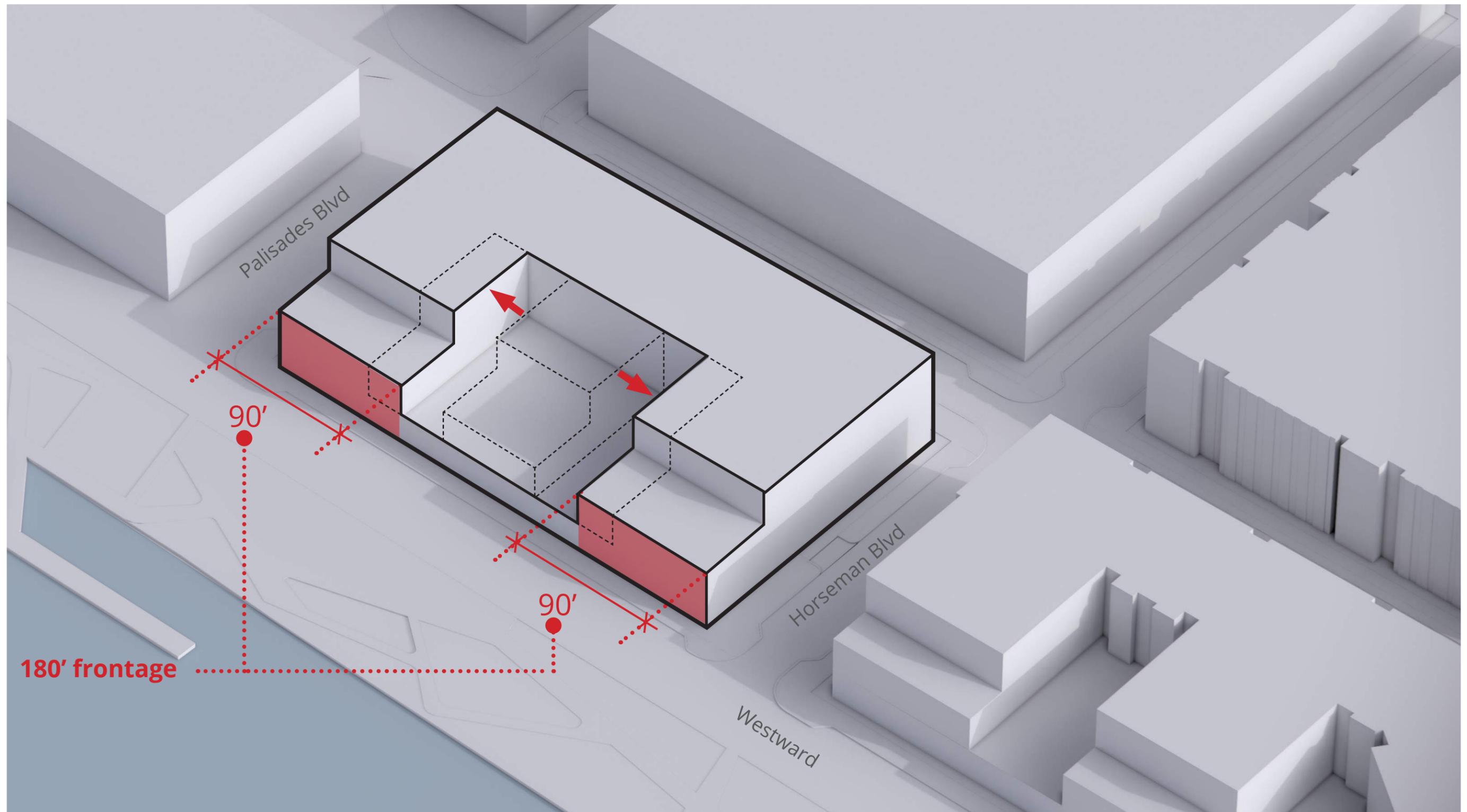
Special permit

Jan 22 26

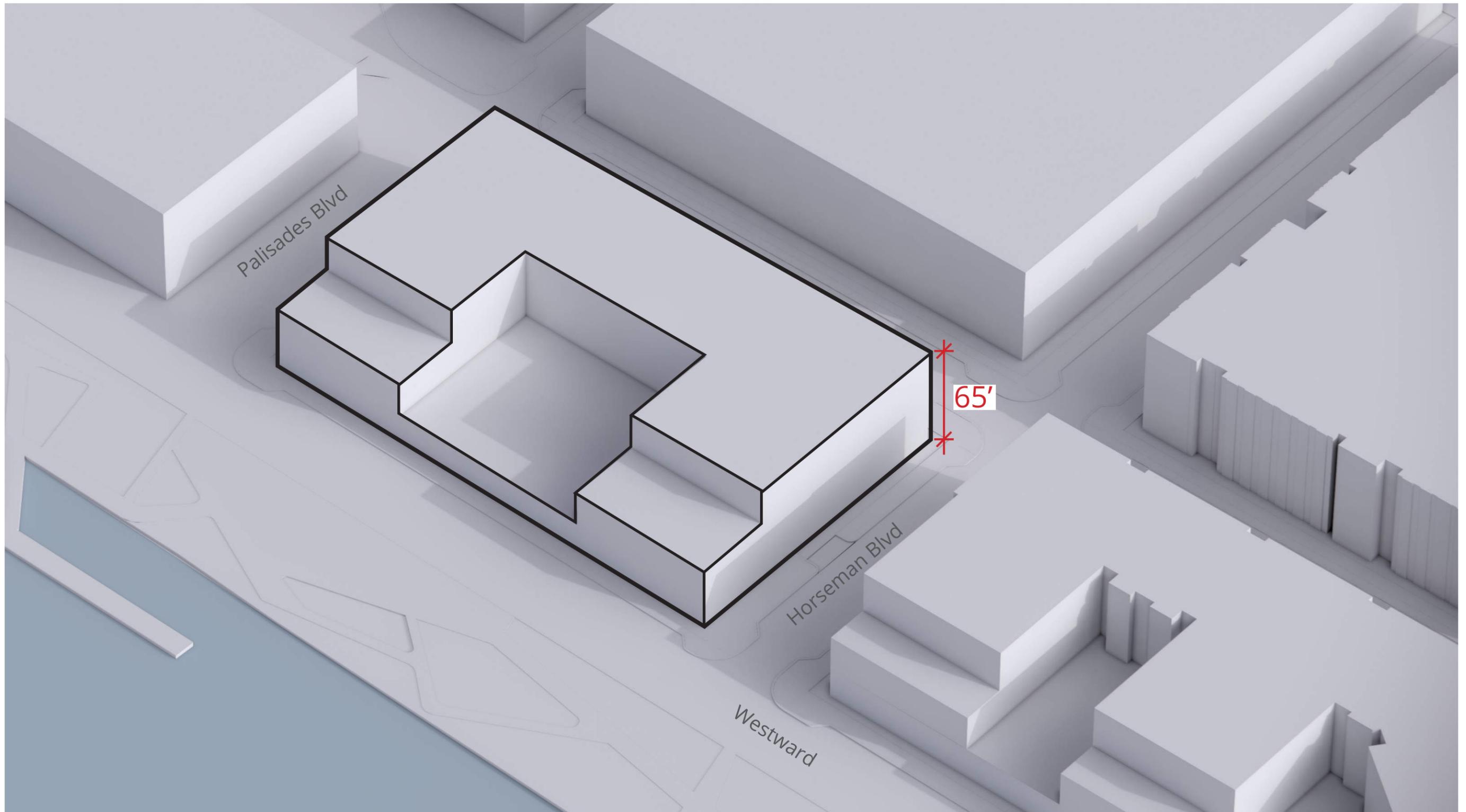




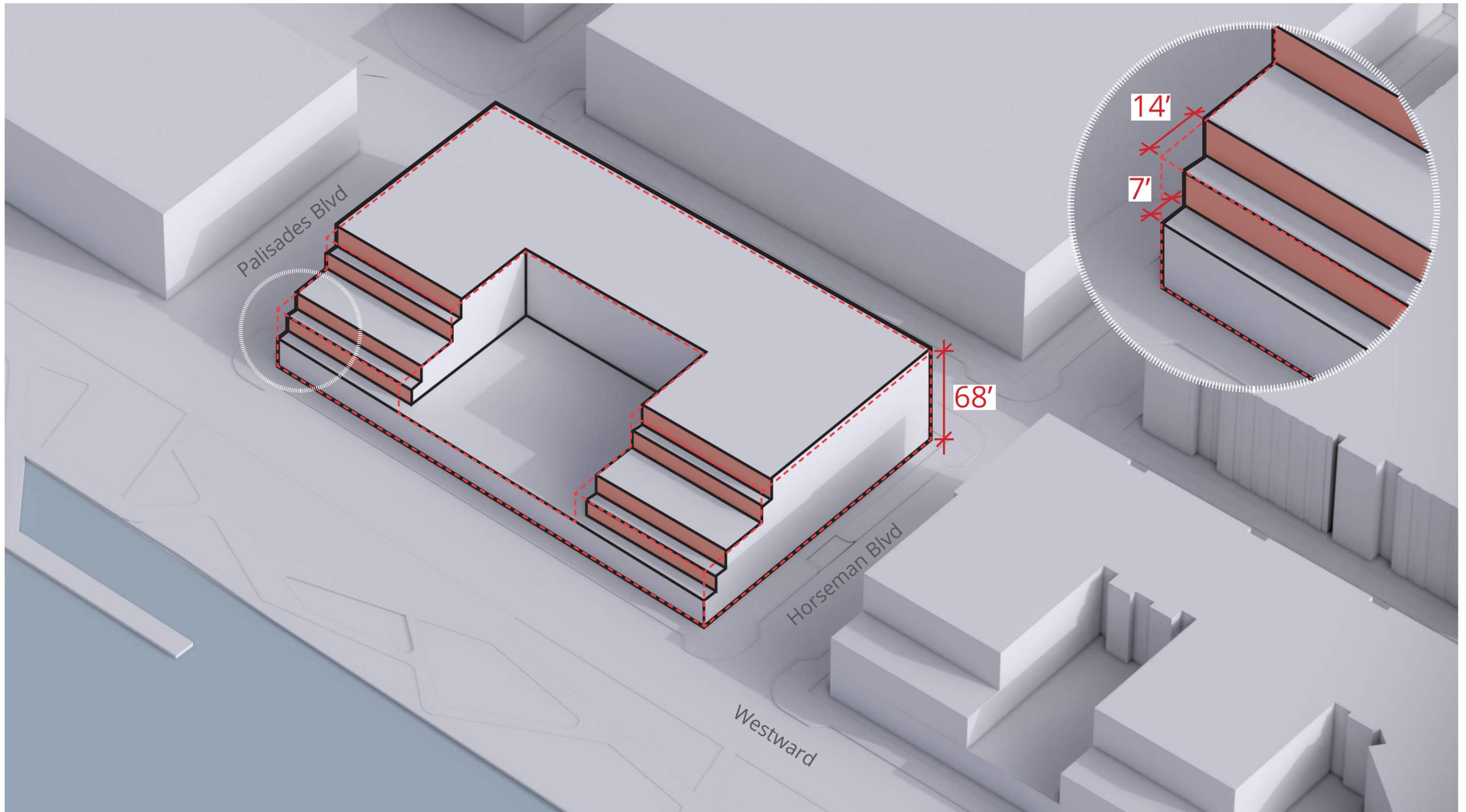
Initial proposed E-shape massing in the special permit provides more frontage and a stronger visual presence along the street.



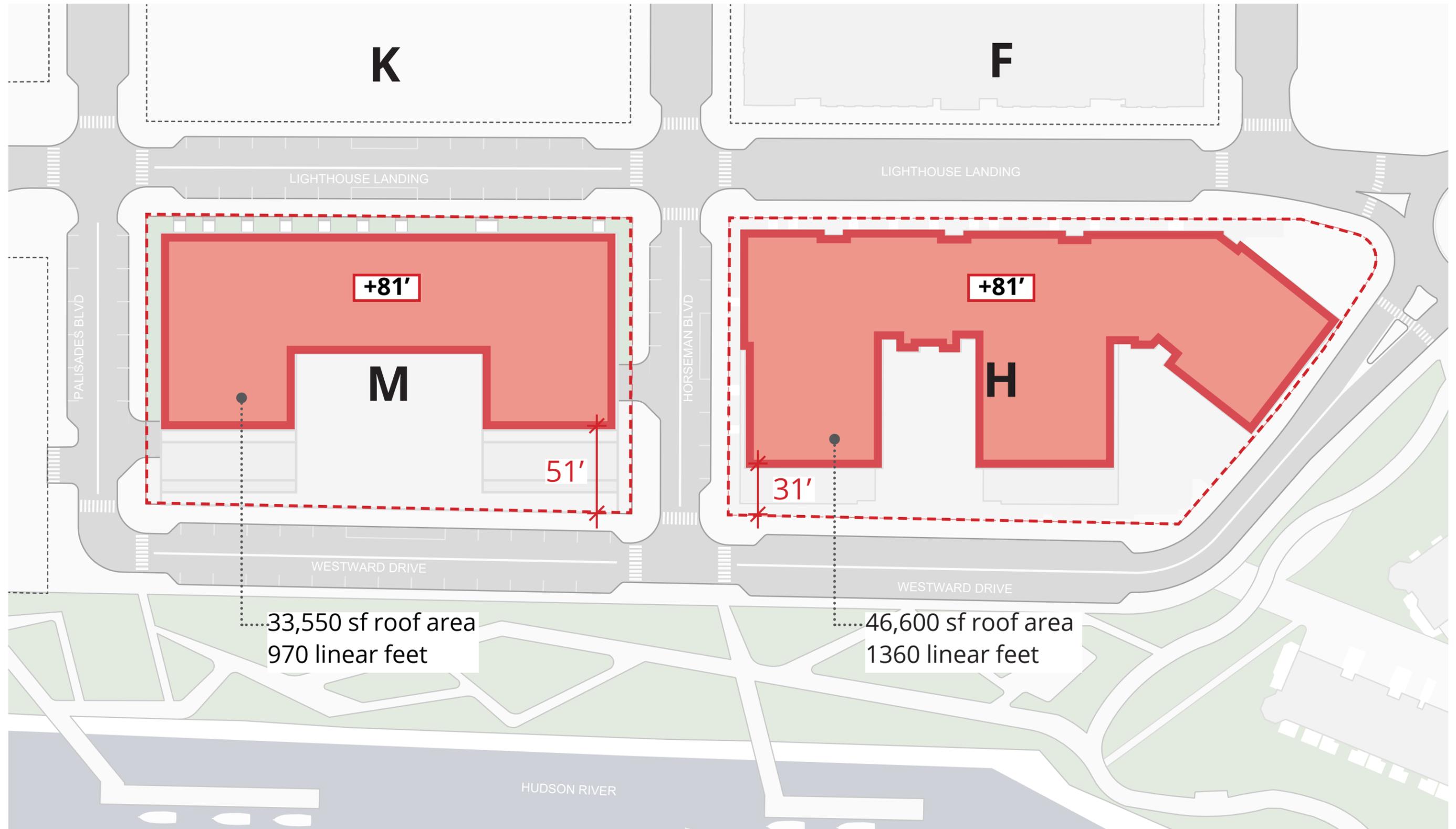
Our proposed C-shaped massing reduces frontage and perceived scale through a consolidated footprint and larger courtyard.



As-of-right massing



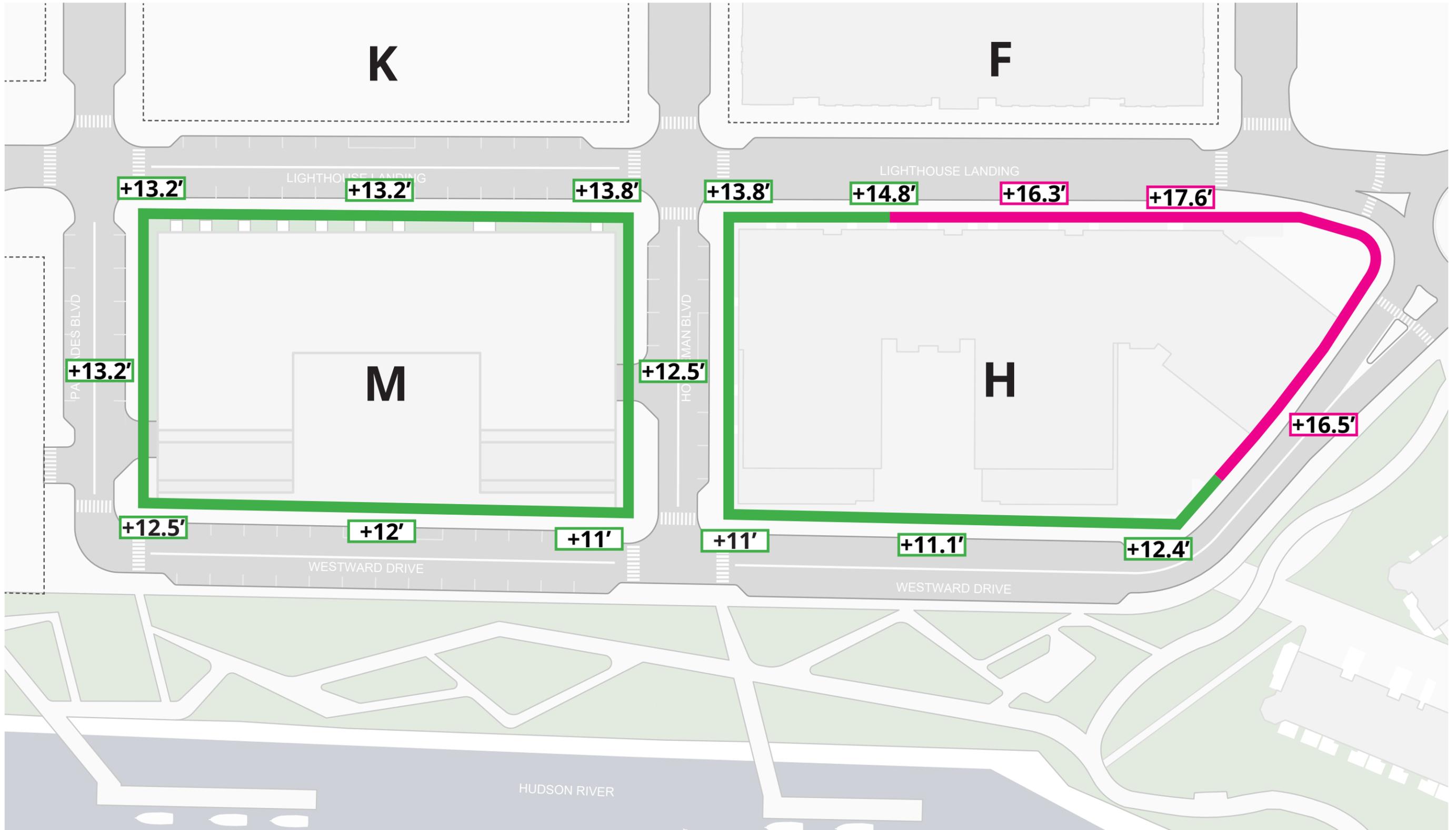
The building massing is intentionally designed with stepped terrace and upper-level setbacks to reduce perceived height from the public.



Site plan

— Street grading comparison

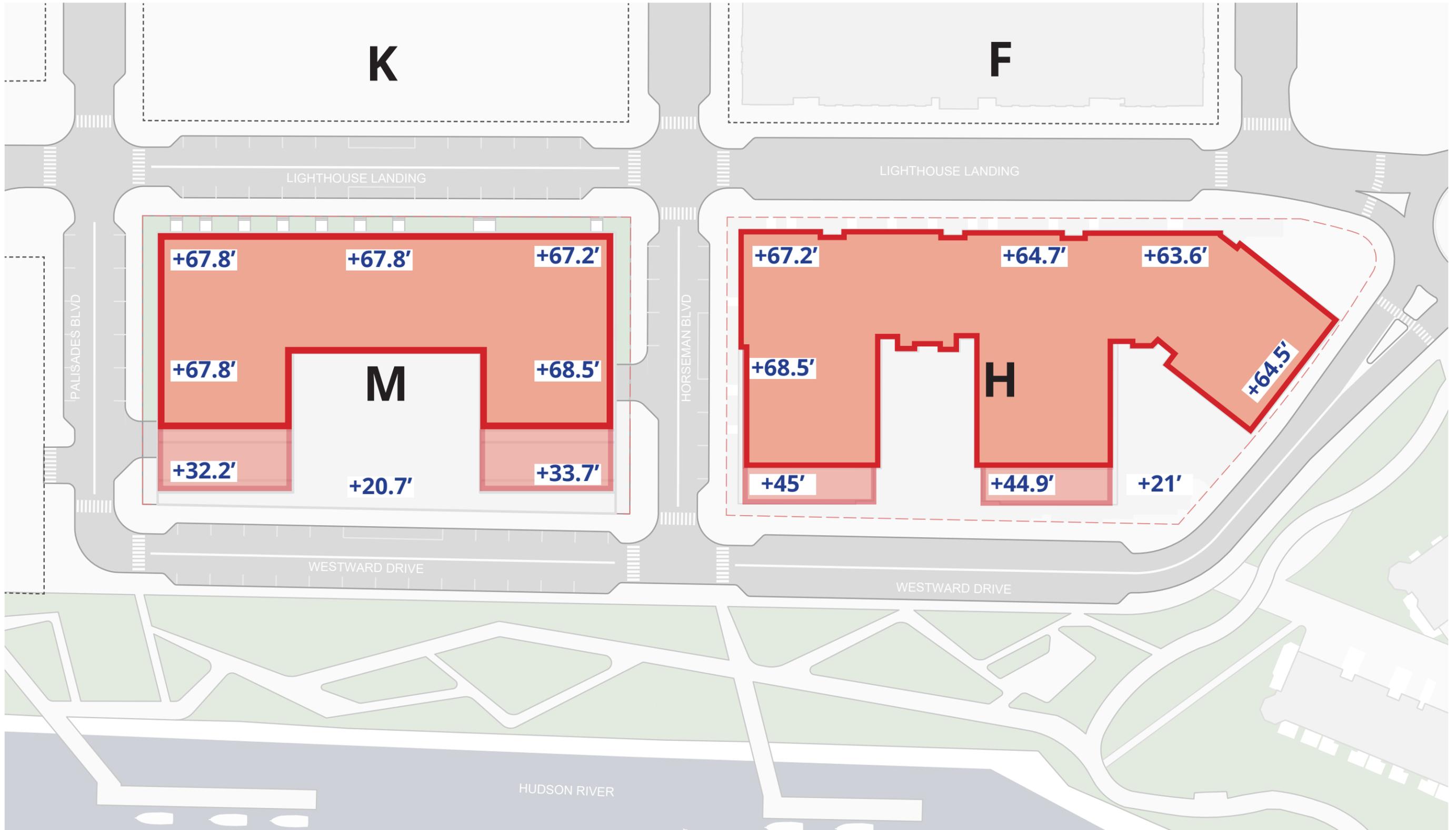
— Jan 22 26

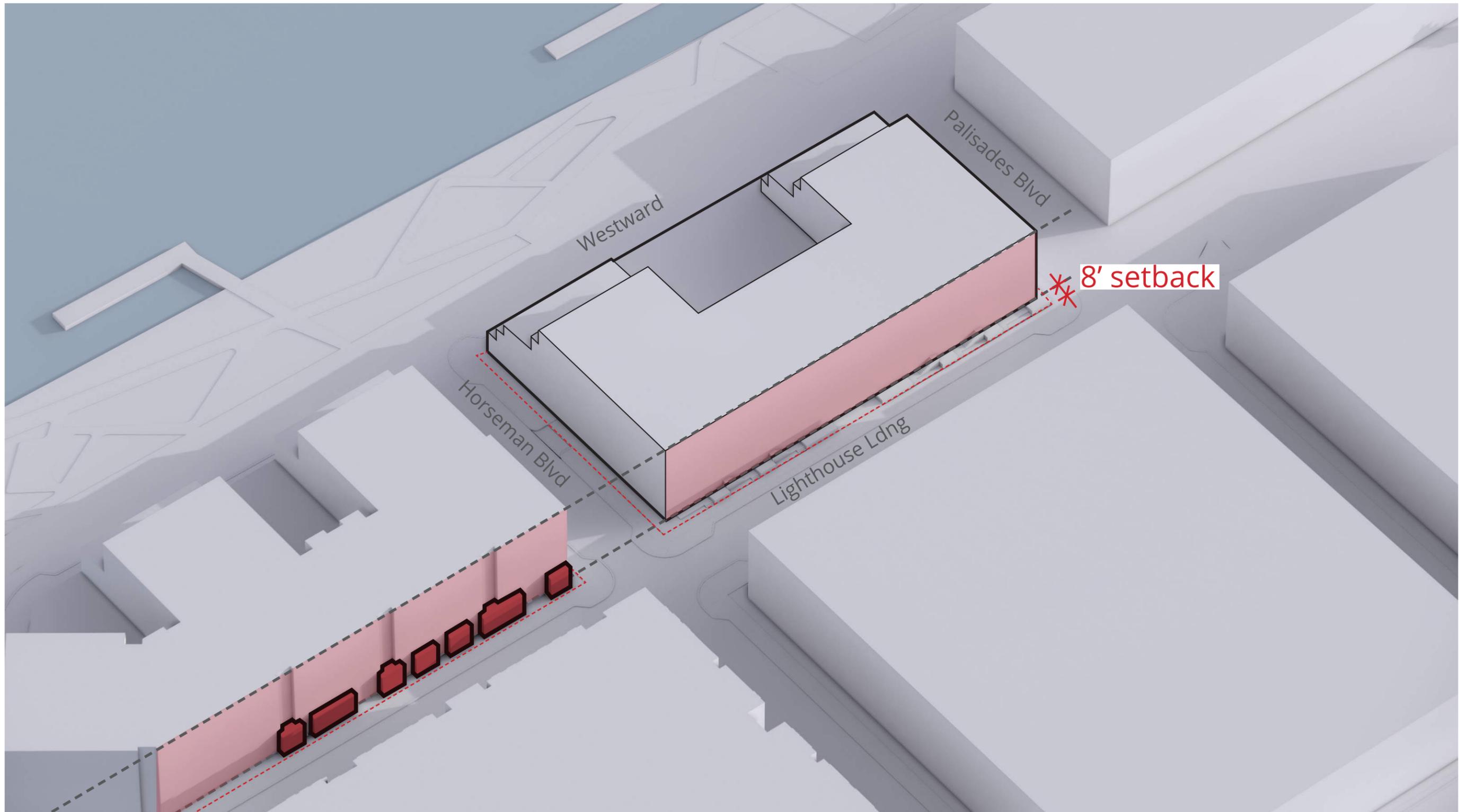


Site plan

Exposed building height comparison

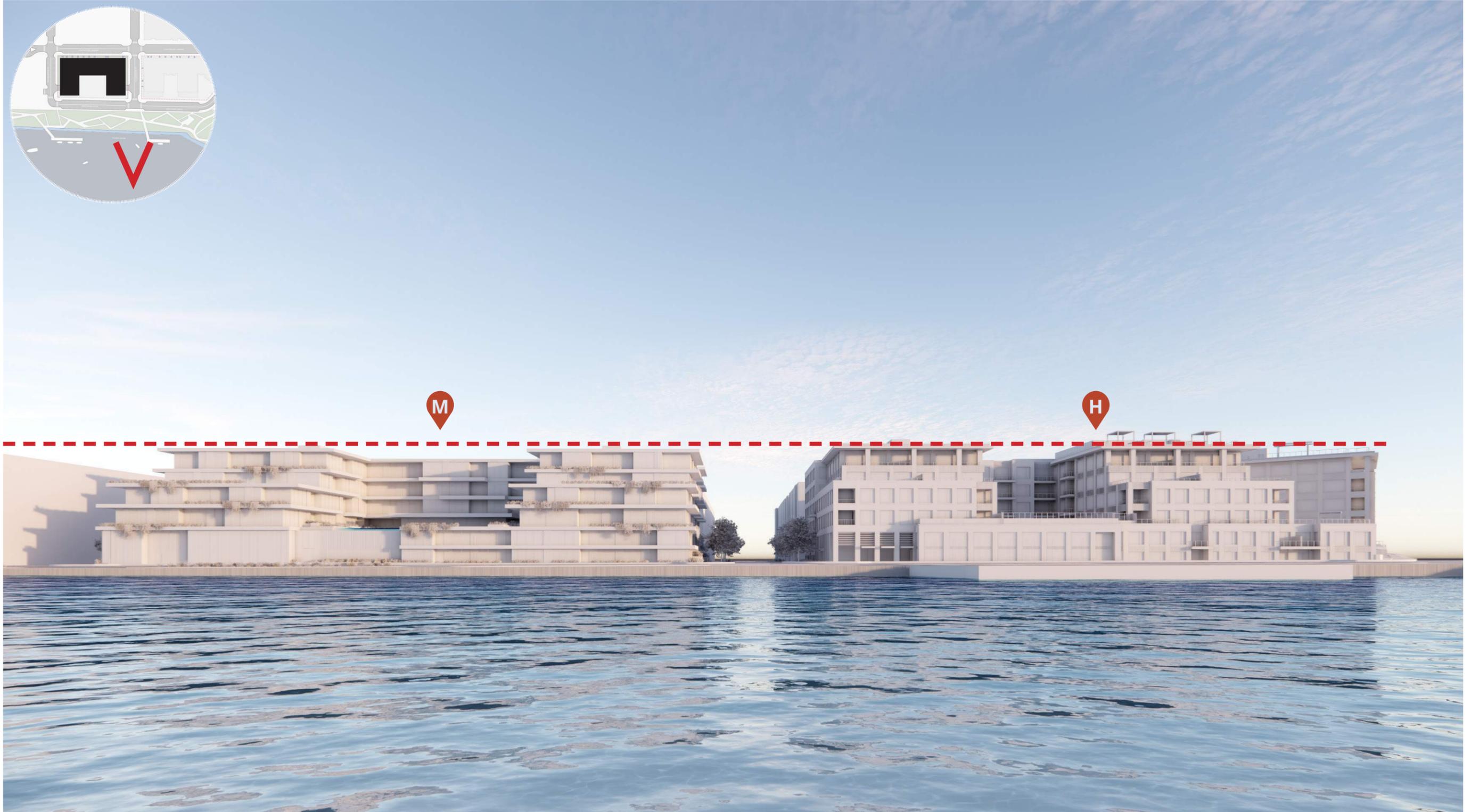
Jan 22 26





Block M

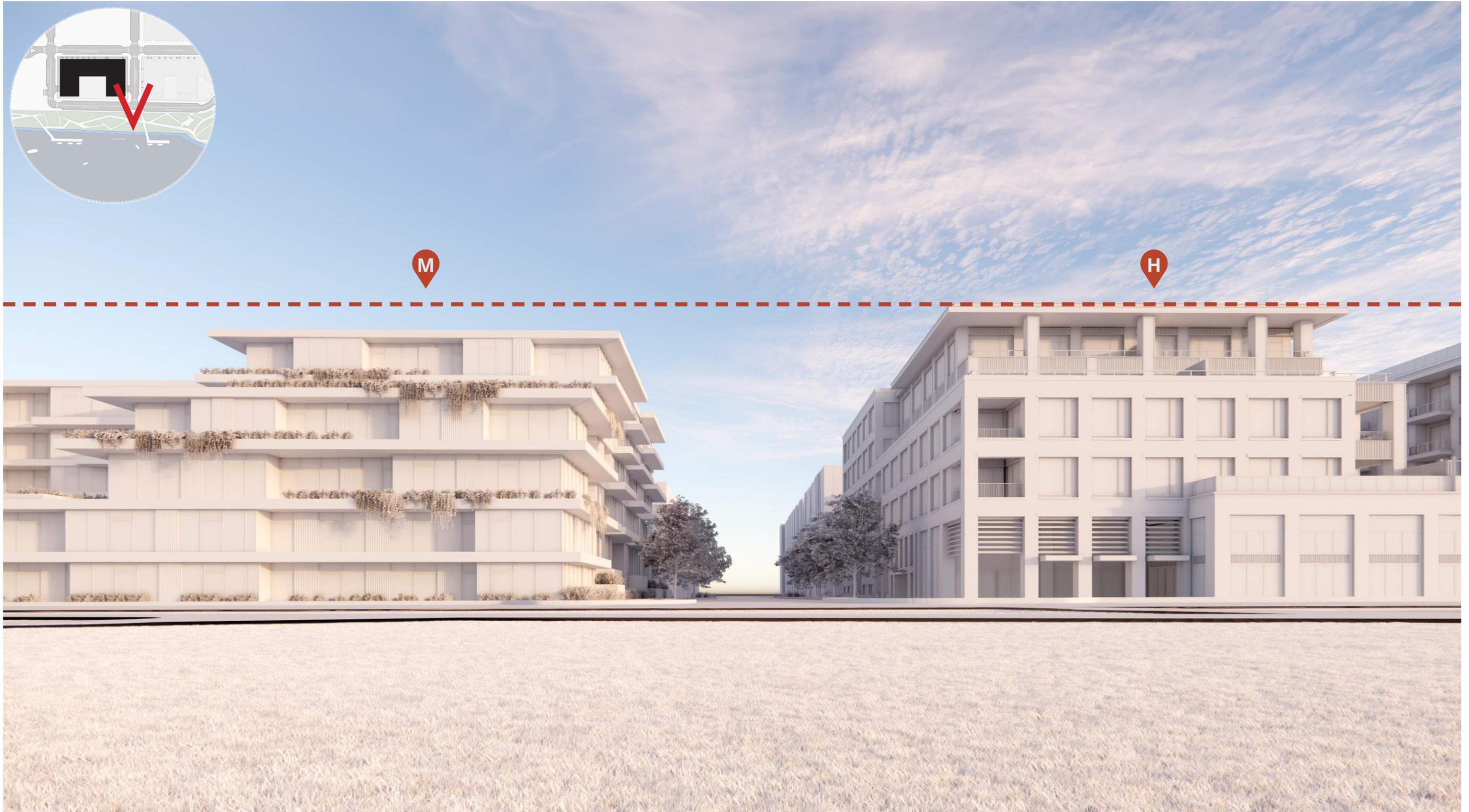
Views and street experience



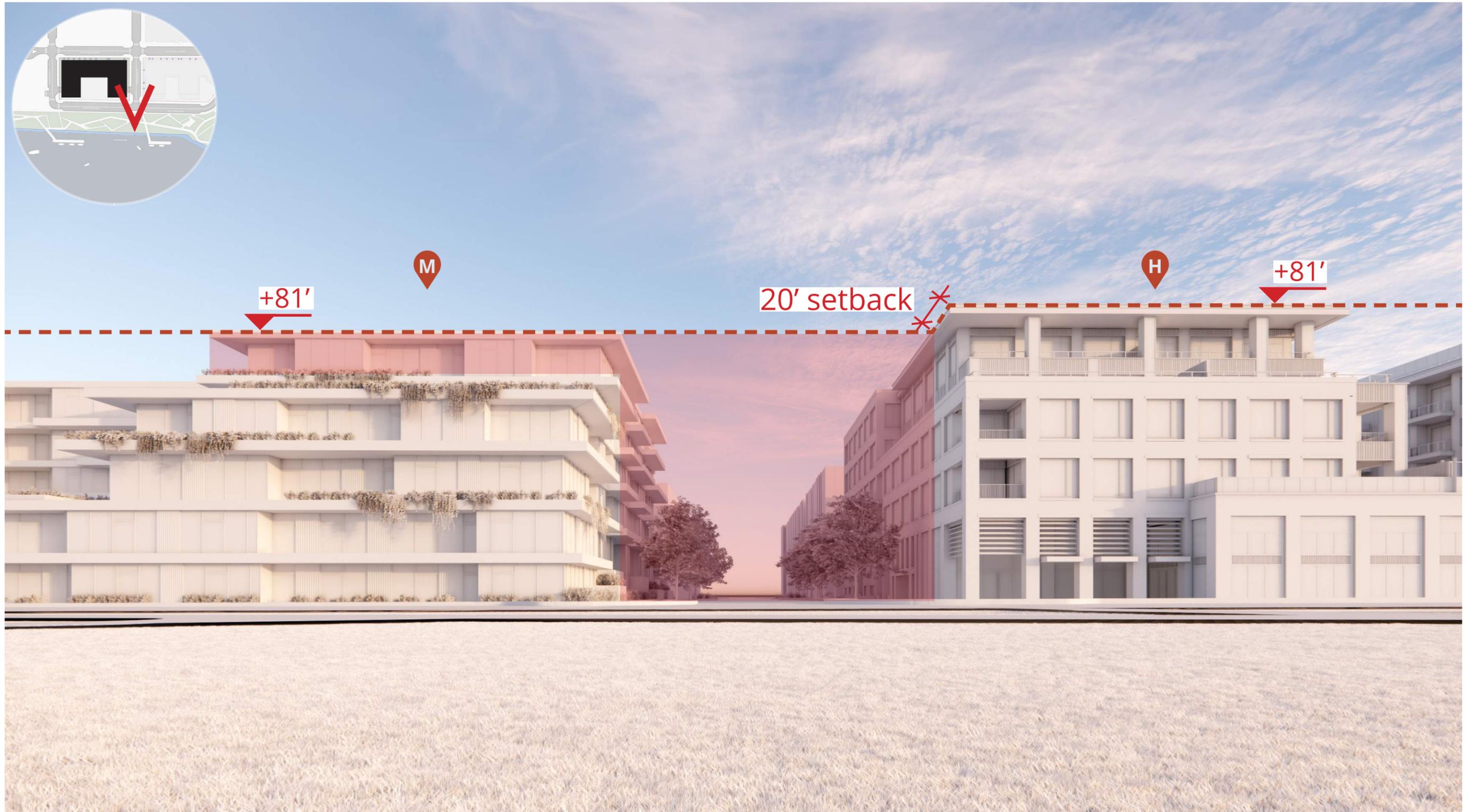
From long distance views, our proposed building roof aligns with the existing building on site, maintaining a consistent skyline and overall neighborhood profile.



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As the view moves closer toward the site, the stepped setbacks become more apparent, visually lowering the building height relative to Daymark.



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From a close, pedestrian-level view, the terraces and setbacks significantly reduce the perceived height, making our building feel distinctly shorter.



The corner view clearly show the stepped setbacks building profile, highlighting how the upper floors pull back to reduce the building's overall presence.





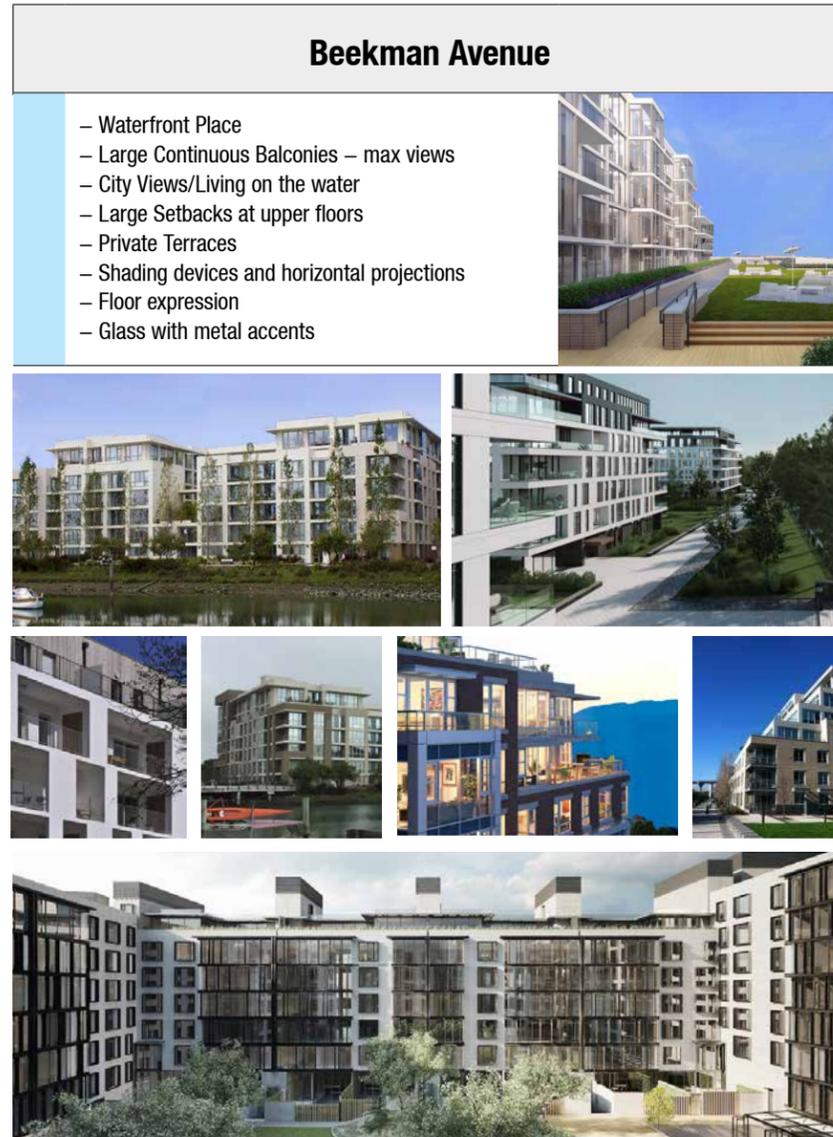
This terraced design softens the building's height at the corners, creating a more comfortable and human-scale experience along the street.





Block M

Facade design



- 1 Large continuous balconies - max views
- 2 Large setbacks at upper floors
- 3 Private terraces
- 4 Floor expression
- 5 Glass with metal accents



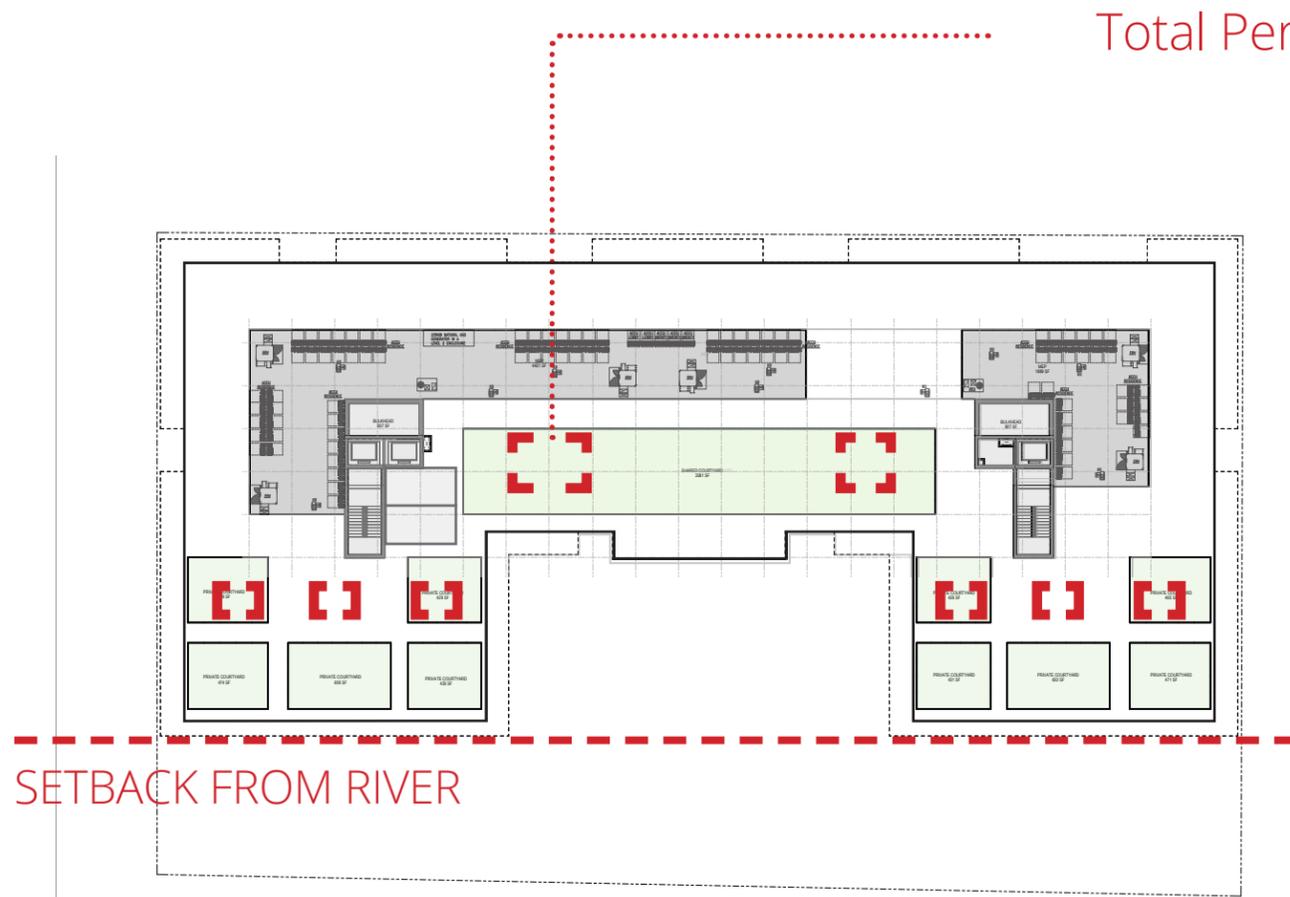






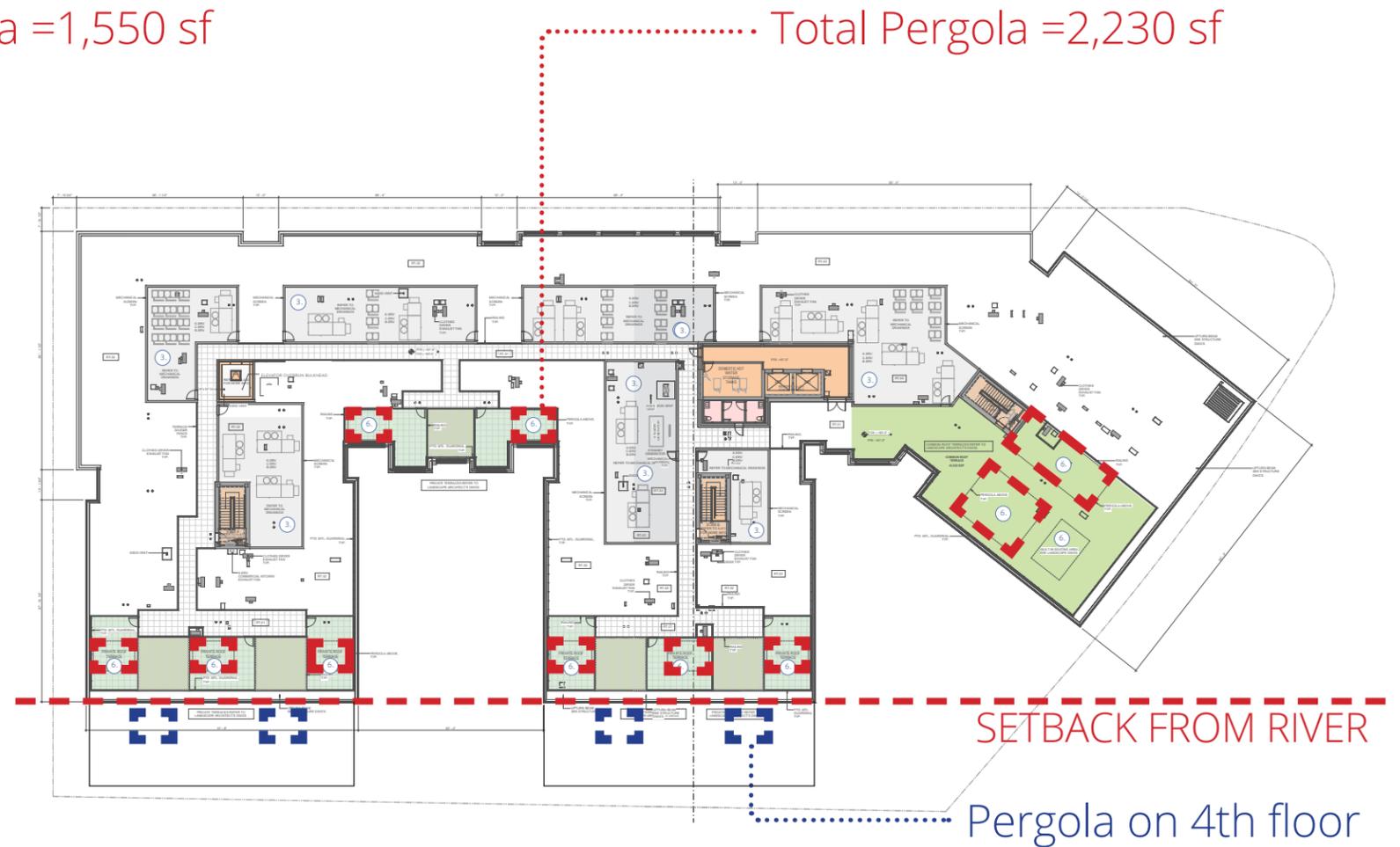
Block M

ALTERNATE: ROOFTOP PERGOLAS



BLOCK M

Roof area: 40825 sf
 As of right 10% roof area = 4082 sf
 Total bulkhead area=2114 sf
 Total pergola area= 1550 sf
 Total coverage= 3664 sf (9.0% roof area)



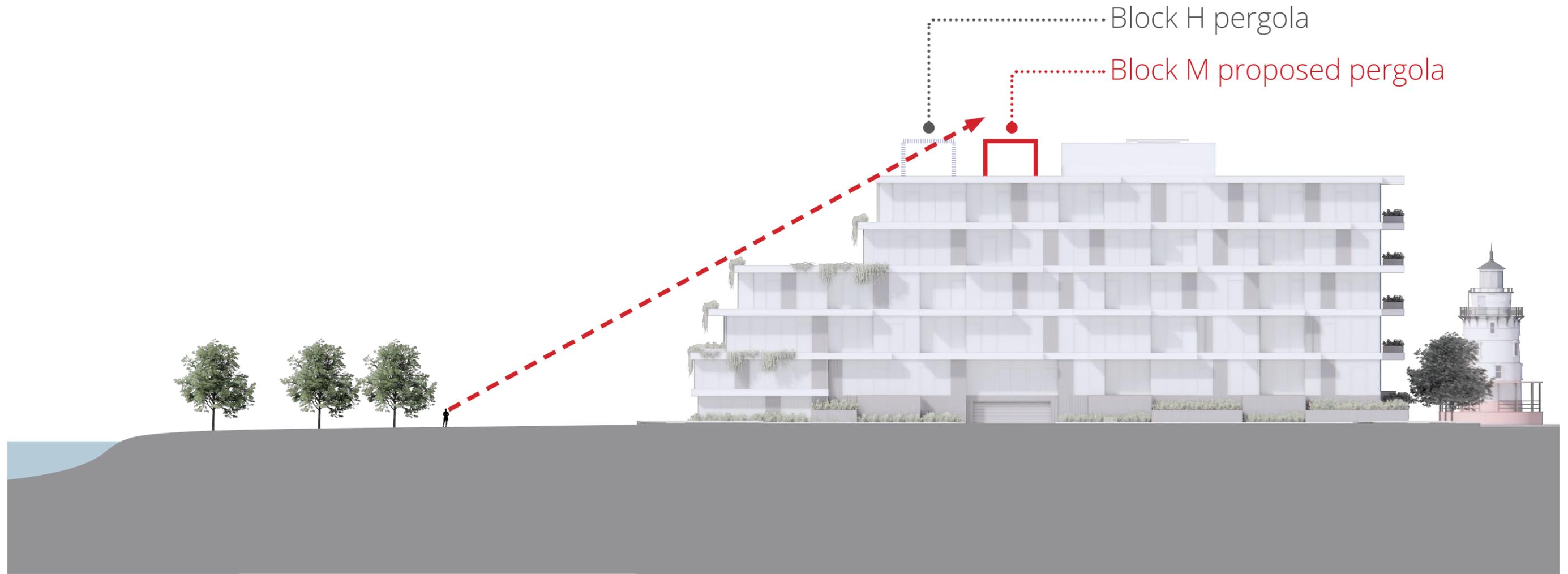
BLOCK H

Roof area: 45680 sf
 As of right 10% roof area = 4568 sf
 Total bulkhead area=2283 sf
 Total pergola area= 2230 sf
 Total coverage= 4513 sf (9.9% roof area)

Rooftop pergola

— Section diagram

— Jan 22 26









Block M

Parking strategy

Site plan

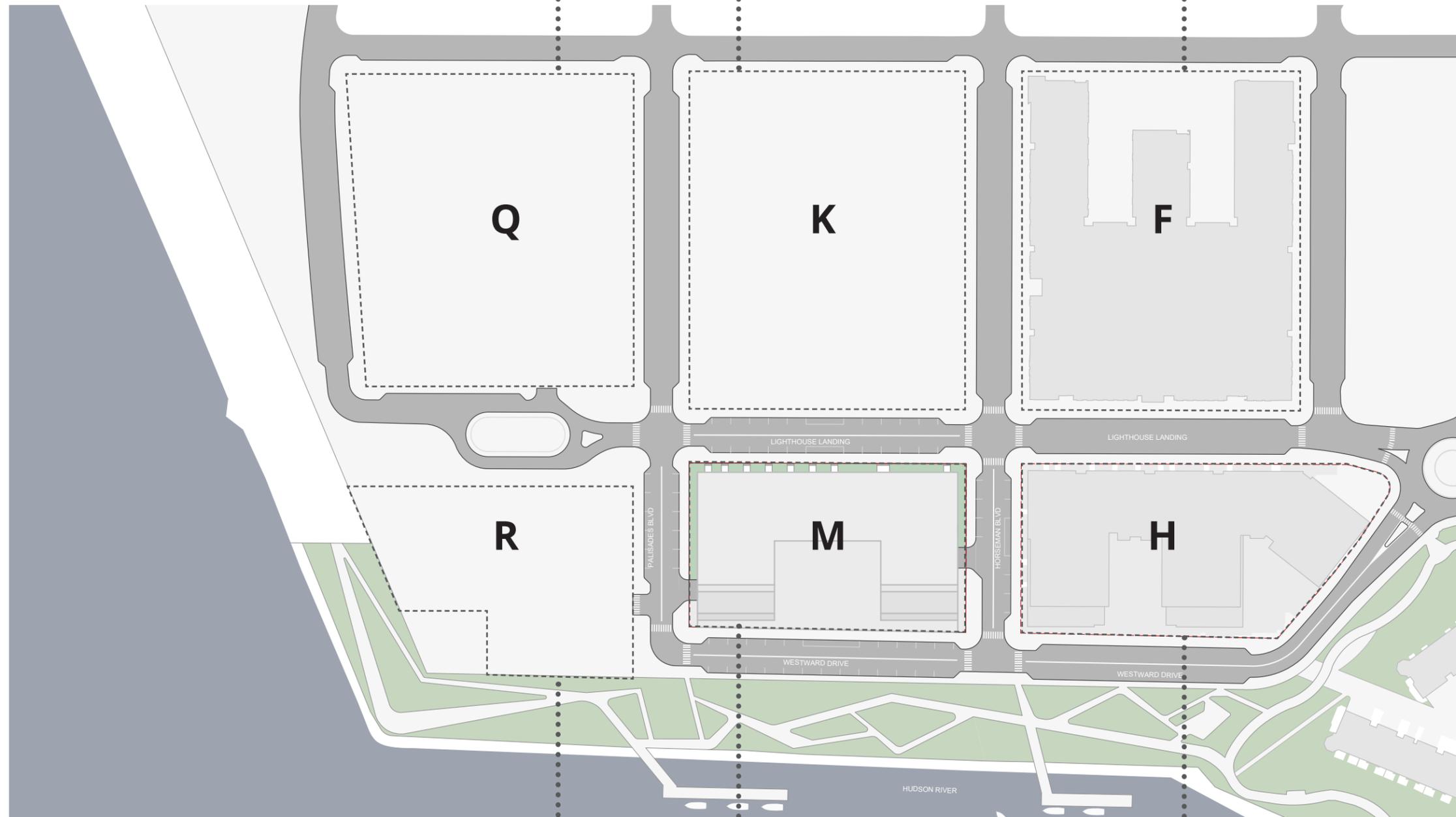
— Special permit

— Jan 22 26

154 dwelling units
500 parking spaces

186 dwelling units
370 parking spaces

244 dwelling units
440 parking spaces

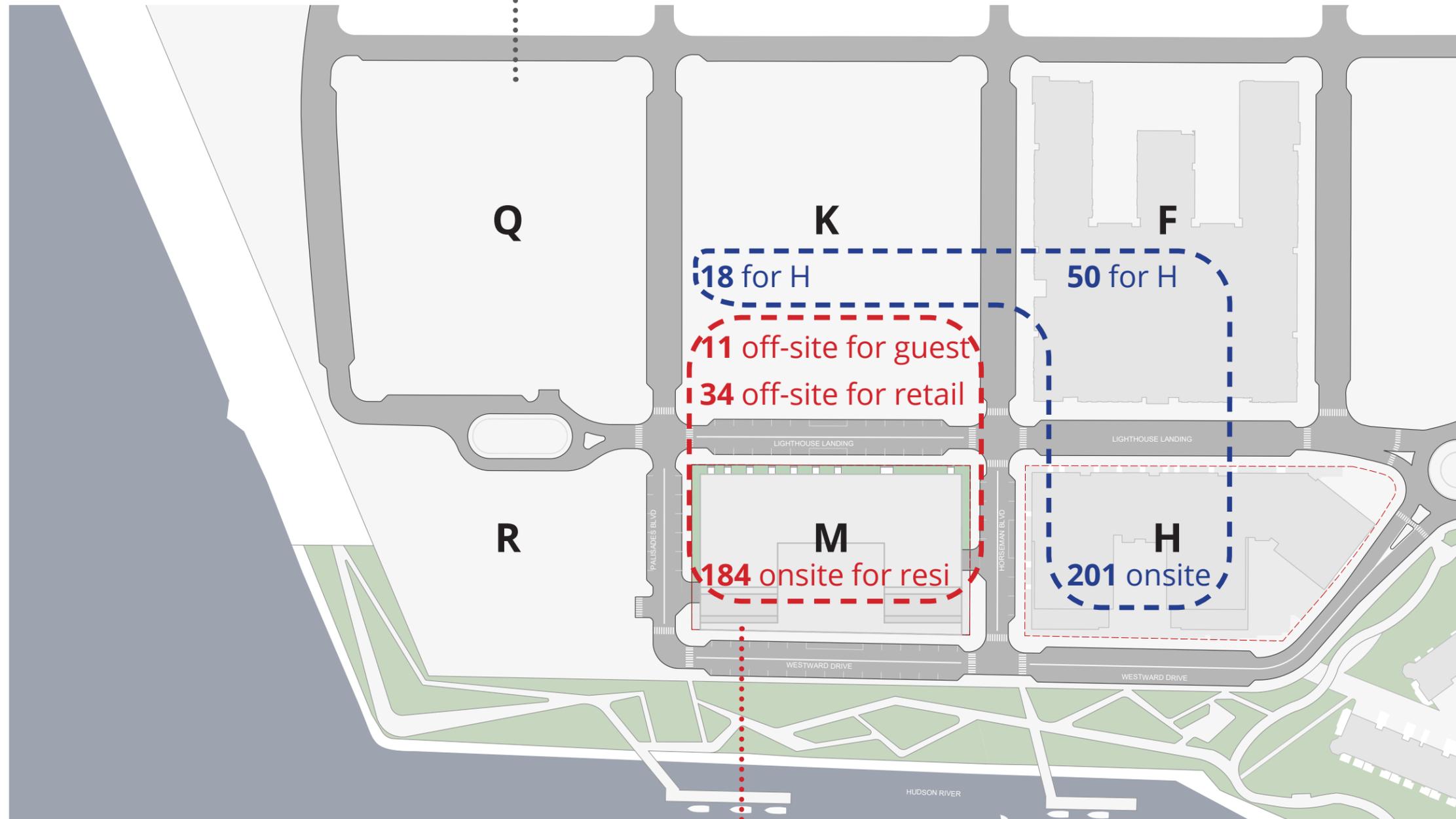


140 guestrooms...

96 dwelling units
169 parking spaces

106-122 dwelling units
197 parking spaces

Additional garage...



.....92 dwelling units

229* overall parking spaces

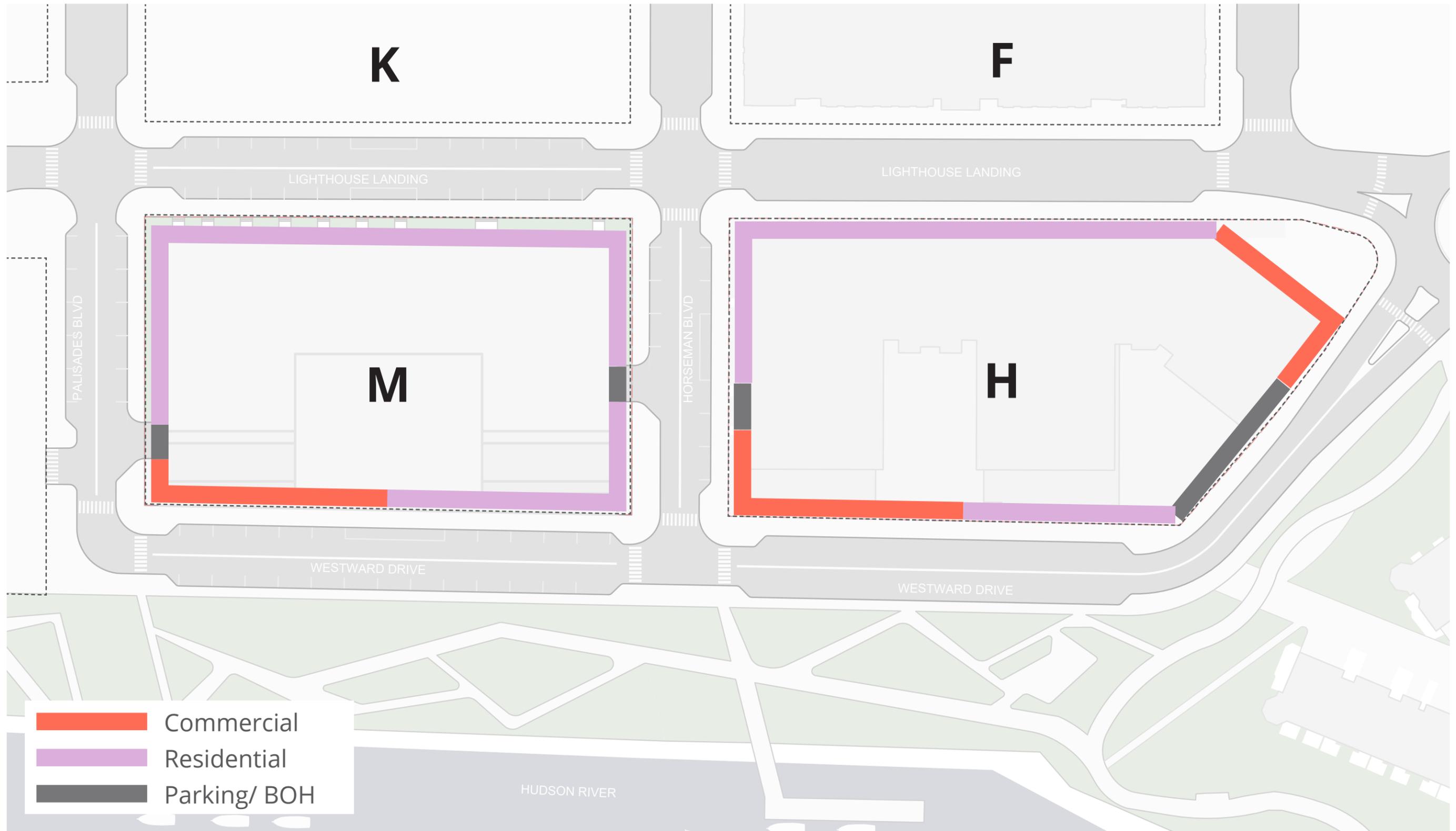
*Block M required parking:

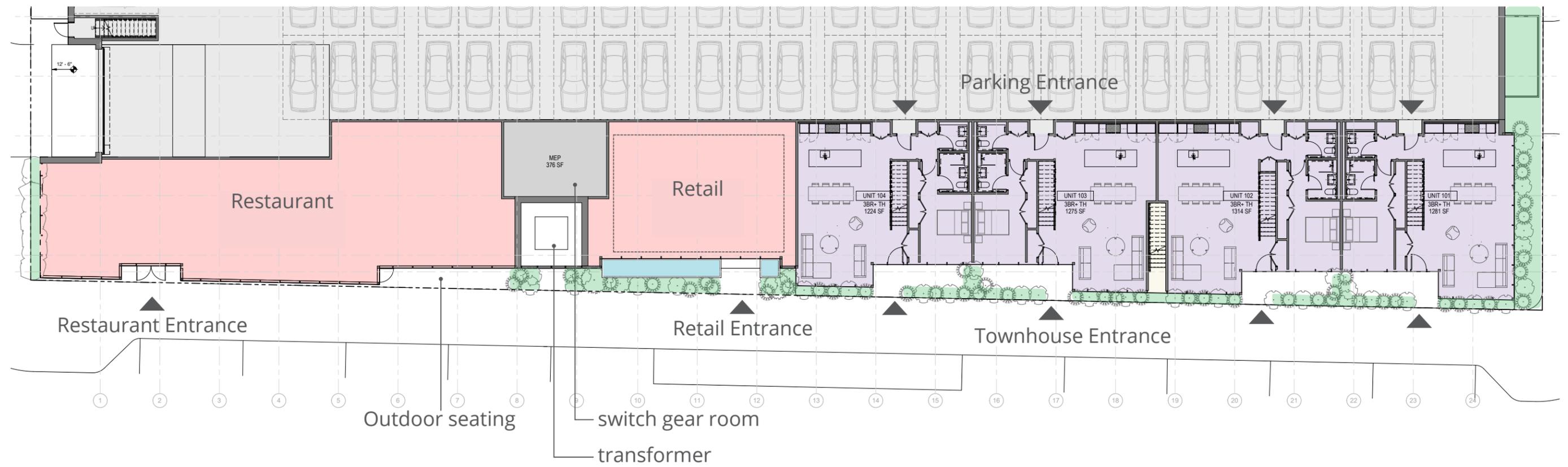
$$\text{Resi: } 10 (1b) \times 1.5 + 51 (2b) \times 2 + 31 (3b) \times 2.5 = 194.5$$

$$\text{Retail: } 1800\text{sf (restaurant)} / 75 + 2000\text{sf (retail)} / 200 = 34$$

Block M

Waterfront planning





SOLUTION / ASK

We respectfully request the Board's recommendation to the Zoning Board for a three (3) foot height variance for Block M to match the height of Daymark, including bulkhead and elevator overruns, and to permit the same percentage of rooftop coverage for MEP equipment.

Without the requested variance, Block M cannot be constructed to accommodate the required building systems or achieve the unit count and design necessary for the project.

Rooftop pergolas are not part of our primary request and are presented only as an alternate; the requested height relief is essential to project viability.



