

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a Remedial Program for the
Flushing Industrial Park (Eastern) Parcel 1
College Point Avenue and 40th Road, Queens,
under Article 27, Title 14 of the Environmental
Conservation Law by Volunteer,
C.E. Flushing, LLC

AMENDED
BROWNFIELD SITE
CLEANUP AGREEMENT

Index No. W2-1027-04-10
Site No. C241051

WHEREAS, C.E. Flushing, LLC, with offices located at 118-35 Queens Boulevard, Forest Hills, New York 11375, is currently participating in the Brownfield Cleanup Program relative to 13.48 acres of real property located NW Corner of College Point Avenue and 40th Road, Flushing, Queens County, 11375, at latitude 40.7574E and longitude -73.8337E, and designated Tax Block 5066, Lots 1, 79, and 91 (the "Property"); and

WHEREAS, the Site will be developed as four parcels, as designated on the map attached Exhibit "A" as Parcels "1", "2", "3", and "4"; and

WHEREAS, Brownfield Site Cleanup Agreement, Index No. W2-1027-04-10, for Site No. C241051, dated December 23, 2004 (the "BCA" or the "Agreement") is applicable to Parcel 1. A metes and bounds description of Site No. C241051 is attached as Exhibit "B"; and

WHEREAS, the BCA was amended on June 14, 2005 to add C.E. Flushing Parking, LLC; C.E. Flushing Commercial East, LLC; and C.E. Flushing Residential East I, LLC as Volunteers; and

WHEREAS, the BCA was further amended on December 11, 2006 to add Target Corporation as a Volunteer; and

WHEREAS, a certified application was submitted to the Department on January 8, 2007 to a Flushing Town Center III, LP and Allied Flushing Corporation, both are newly-formed affiliate entities of C.E. Flushing, LLC with a mailing address c/o Muss Development Corp., 11835 Queens Boulevard, Forest Hills, New York 11375, as additional Volunteers to the BCA; and

WHEREAS, upon consideration of the factors enumerated in ECL 27-1407(8) and (9), the Department made a determination, based upon consideration of the applications to add the Additional Applicants, that such Additional Applicants are eligible to participate in the BCP as a Volunteer as defined in ECL 27-1405(1)(b),

NOW THEREFORE, in consideration of and in exchange for the mutual covenants and promises, the parties agree to the following:

1. Flushing Town Center III, LP, and Allied Flushing Corporation are added as Volunteers to the BCA; and

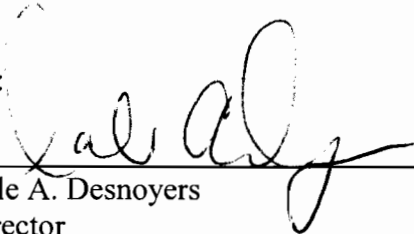
2. The Agreement, the June 14, 2005 Amendment, the December 11, 2006 Amendment and this Amendment to the Agreement shall constitute the entire Agreement between the parties with all the terms and conditions of the Agreement, except as provided herein, remaining in full force and effect; and

3. The effective date of the Amended Brownfield Site Cleanup Agreement shall be the date it is executed by the Commissioner or the Commissioner's designee.

DATED: APR 27 2007

ALEXANDER B. GRANNIS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

By:




Dale A. Desnoyers
Director

Division of Environmental Remediation

CONSENT BY VOLUNTEER

Volunteer, **Target Corporation**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Target Corporation

By: 


Scott Nelson
Sr. Vice President
Target Corporation

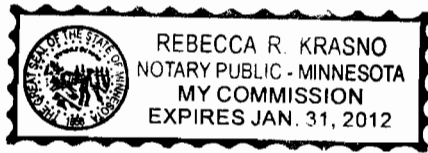
Title: _____

Date: 4/10/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF QUEENS)

On the ^{10th} day of April, in the year 2007, before me, the undersigned, personally appeared Scott Nelson, personally known to me or proved to me on April 10th, 2007 the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and office of individual taking acknowledgment



CONSENT BY VOLUNTEER

Volunteer, **C.E. Flushing, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

C.E. Flushing, LLC

By: [Signature]
Joshua L. Muss

Title: Manager

Date: 4/12/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF QUEENS)

On the 12th day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and office of individual taking acknowledgment

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified In Queens County
Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **C.E. Flushing Parking, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

C.E. Flushing Parking, LLC

By: _____

Joshua L Muss

Title: _____

Manager

Date: _____

4/12/07

STATE OF NEW YORK)

) s.s.:

COUNTY OF QUEENS)


On the ¹² day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Diana Niemmes
Signature and office of individual taking acknowledgment

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 20 09

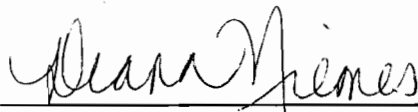
CONSENT BY VOLUNTEER

Volunteer, **C.E. Flushing Commercial East, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

C.E. Flushing Commercial East, LLC
 By: 
 Joshua L. Muss
 Title: Manager
 Date: 4/12/07

STATE OF NEW YORK)
) s.s.:
 COUNTY OF QUEENS)

On the 12th day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


 Signature and office of individual taking acknowledgment

DIANA NIEMES
 Notary Public, State of New York
 No. 01NI6125276
 Qualified in Queens County
 Commission Expires April 11, 2009

CONSENT BY VOLUNTEER

Volunteer, **C.E. Flushing Residential East I, LLC**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

C.E. Flushing Residential East I, LLC
By: [Signature]
Joshua L. Muss
Title: Manager
Date: 4/12/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF QUEENS)

On the ^{12th} day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and office of individual taking acknowledgment

DIANA NIEMES
Notary Public, State of New York
No. 01NIG125276
Qualified in Queens County
Commission Expires April 11, 2008

CONSENT BY VOLUNTEER

Volunteer, **Flushing Town Center III, LP**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Flushing Town Center III, LP

By: _____
Joshua L. Muss

Title: _____

Date: 4/12/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF QUEENS)

On the ^{12th} day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Diana Niemes
Signature and office of individual taking acknowledgment

DIANA NIEMES
Notary Public, State of New York
No. 01N16125276
Qualified in Queens County
Commission Expires April 11, 20 09

CONSENT BY VOLUNTEER

Volunteer, **Allied Flushing Corporation**, hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Allied Flushing Corporation
By: [Signature]
Joshua L. Muss
Title: President
Date: 4/12/07

STATE OF NEW YORK)
) s.s.:
COUNTY OF QUEENS)

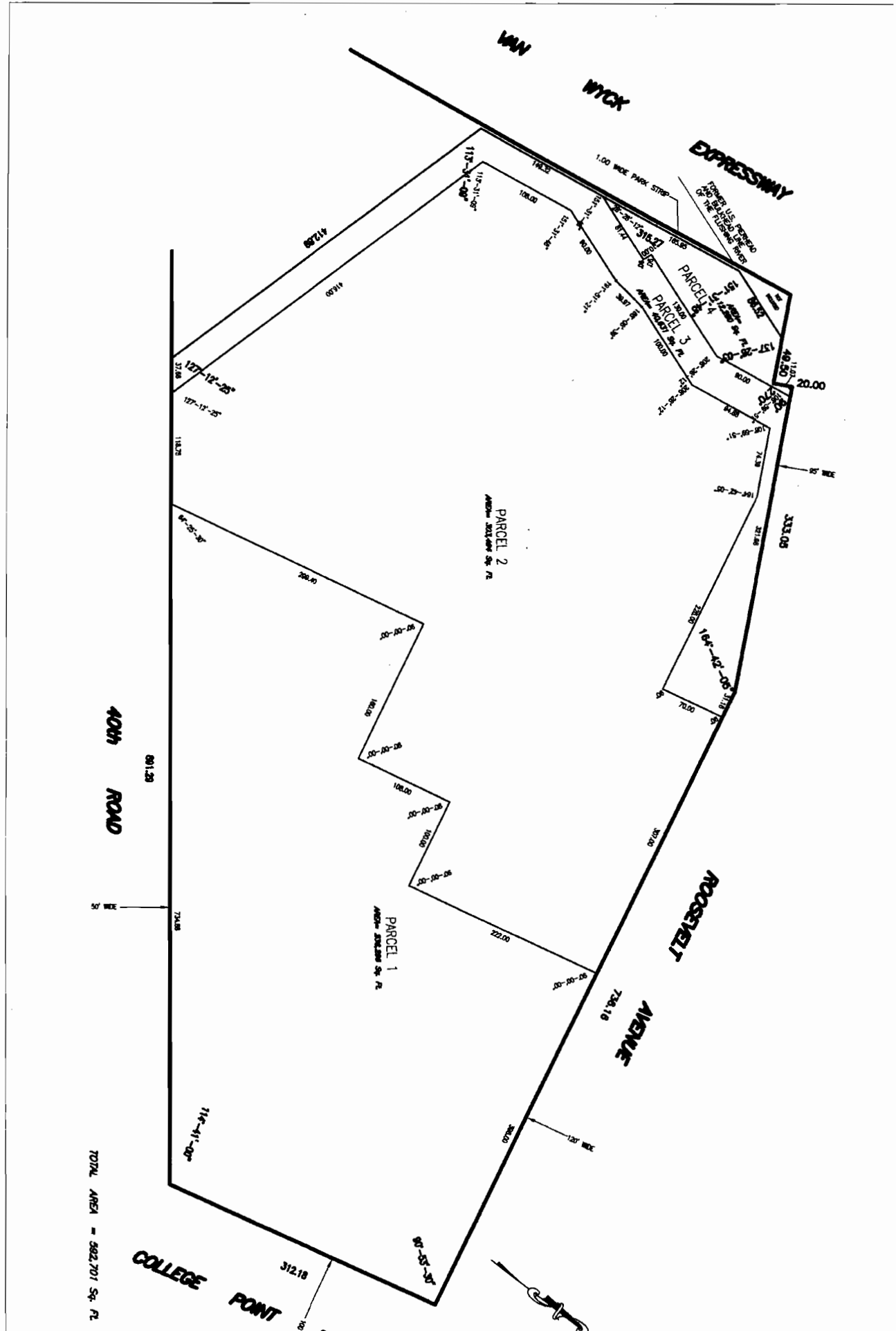
On the 12th day of April, in the year 2007, before me, the undersigned, personally appeared JOSHUA L. MUSS, personally known to me or proved to me on _____ the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and office of individual taking acknowledgment

DIANA NIEMES
Notary Public, State of New York
No. 01NI6125276
Qualified in Queens County
Commission Expires April 11, 2004

Exhibit "A"

Map



TOTAL AREA = 582,701 Sq. Ft.

COLLEGE POINT

40th ROAD

ROOSEVELT AVENUE

EXPRESSWAY

VAN WYCK

PARCEL 2
AREAS: 203,498 Sq. Ft.

PARCEL 1
AREAS: 203,498 Sq. Ft.

PARCEL 3
AREAS: 100.00

PARCEL 4
AREAS: 100.00

PARCEL 5
AREAS: 100.00

POWER LINES
OF THE FISHKILL TRUST

1.00 WIDE PARK STRIP

312.10

114-41-00°

734.88

801.28

127-12-25°

177-17-25°

84-25-30°

200.00

180.00

97-07-05°

100.00

97-07-05°

100.00

97-07-05°

222.00

92-02-02°

738.18

380.00

92-57-37°

307.20

104-42-00°

318.78

70.00

104-42-00°

211.88

104-42-00°

211.88

104-42-00°

211.88

104-42-00°

211.88

513.08

20.00

114-41-00°

114-41-00°

114-41-00°

100.00

100.00

Exhibit "B"

Metes and Bounds

Flushing Industrial Park (Eastern), Parcel 1
BCP Site No. C241051
Metes and Bounds Description

There follows a suggested technical description of part of the property shown on map # 38448-F prepared by Wohl & O'Mara, LLP.

Beginning at the point formed by the intersection of the southerly side of Roosevelt Avenue (120.00 feet wide) with the westerly side of College Point Boulevard (100.00 feet wide).

- 1) Running thence southerly along said westerly side of College Point Boulevard a distance of 312.18 feet to the point formed by the intersection of said westerly side of College Point Boulevard with the northwesterly side of 40 th. Road.
- 2) Thence southwesterly along said northwesterly side of 40 th. Road 734.88 feet to a point.
- 3) Thence northerly forming an interior angle of 64 degrees 25 minutes 30 seconds and a distance of 299.40 feet to a point.
- 4) Thence easterly forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 160.00 feet to a point.
- 5) Thence northerly forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 108.00 feet to a point.
- 6) Thence easterly forming an interior angle of 90 degrees 00 minutes 00 seconds and a distance of 100.00 feet to a point.
- 7) Thence northerly and perpendicular to Roosevelt Avenue 222.00 feet to a point on the southerly side of Roosevelt Avenue (120.00 feet wide).
- 8) Thence easterly along southerly side of Roosevelt Avenue (120.00 feet wide) 398.00 feet to the point or place of beginning.