

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a Voluntary
Cleanup Agreement for 77th Street
Parking Lot (formerly known as
Bulova Corporate Center) by

AMENDMENT TO
VOLUNTARY
CLEANUP AGREEMENT

Index No. W2-0854-9906

Bulova Corporation and
LaGuardia Corporate Center Associates, LLC

Site No. V00182

Volunteers

WHEREAS, the New York State Department of Environmental Conservation (the "Department") and Bulova Corporation and LaGuardia Corporate Center Associates, LLC (collectively the "Volunteer") with offices at One Bulova Avenue, Woodside, New York and 6800 Jericho Turnpike, Syosset, New York, respectively, executed a Voluntary Cleanup Agreement for a portion of the Bulova Corporate Center located at 75-20 Astoria Boulevard, Jackson Heights, Queens County, New York, Site No. V00182-2 (the "Site"), Index No. W2-0854-9906, dated December 11, 2000 (the "Agreement"). A copy of the Agreement is attached as Exhibit "A"; and

WHEREAS, in or about August 2013, the Department and the Volunteer determined that the description of the Site in the Agreement was no longer valid. By letter dated October 30, 2014, the Volunteer submitted documentation supporting their request to modify the exact size and location of the Site in order for the Volunteer to obtain the appropriate release and covenant not to sue letter upon completion of the remedial program for the Site; and

WHEREAS, the Department and Volunteer agree that the investigation and remediation completed at the site under the Agreement was focused on the 77th Street Parking Lot where the suspected source of the contamination was identified, and the Volunteer is only entitled to a Release and Covenant Not To Sue for the area that has been investigated and remediated under the Agreement; and

WHEREAS, in their October 30, 2014 letter the Volunteer also requested to change the name of the site from "Bulova Corporate Center" to "77th Street Parking Lot"; and

WHEREAS, in their October 30, 2014 letter the Volunteer also requested amendment of the Agreement to change the contemplated use of the Site from commercial to restricted residential use; and

WHEREAS, in their October 30, 2014 letter the Volunteer also requested amendment of the Agreement to include language allowing assignment of the Release and Covenant Not To Sue.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

1. Definition "A" of the Agreement is hereby revised to read as follows:

"Contemplated Use": Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2).

2. Definition "J" of the Agreement is hereby revised to read as follows:

"Site": a portion of the Bulova Corporate Center located at 75-20 Astoria Boulevard, Jackson Heights, Queens County, New York, comprising approximately 0.659 acres as delineated by a metes and bounds description for the Site, which is attached as Exhibit "A" and is depicted (referred to as the "77th St Parking Lot Area") on the Amended Site Boundary Map, which is attached as Exhibit "A".

3. Subparagraph I.H of the Agreement is hereby revised to read as follows:

If the Department is satisfied with the implementation of the Remediation Work Plan, any Department-approved modification to the Remediation Work Plan, and Department-approved details, documents, and specifications prepared by or on behalf of Volunteers pursuant thereto, the Department shall provide Volunteers with a written "no further action" letter in the form of the Assignable Release and Covenant Not To Sue attached to this Agreement and incorporated in this Agreement as Exhibit "D" for Volunteer Bulova, and Exhibit "D-1" for Volunteer LaGuardia. The Assignable Release and Covenant Not To Sue attached as Exhibit "D" and "D-1" shall be assignable by Volunteer and subsequent owners of the Site to future owners of the Site.

4. Exhibit "D-1" of the Agreement is hereby revised to include the following sentence in the third paragraph after the first sentence:

The Assignable Release and Covenant Not To Sue shall be assignable by Volunteer and subsequent owners of the Site to future owners of the Site.

5. This amendment to the Agreement shall constitute the entire Agreement between the parties with all the terms and conditions of the Agreement as herein modified, remaining in full force and effect; and
6. The effective date of the amendment to this Agreement shall be the date it is executed by the Commissioner or the Commissioner's designee.

DATED:

March 12, 2015

JOSEPH J. MARTENS
Commissioner

New York State Department of Environmental Conservation

By:



Robert W. Schick, P.E.

Director

Division of Environmental Remediation



171 Church Lane
North Brunswick, NJ 08902
Tele: 732-422-6700
Fax: 732-940-8786
www.gallassurvey.com

DECEMBER 26, 2013
GSG PROJECT NO. G12076

METES & BOUNDS DESCRIPTION
PORTION LOT 50, BLOCK 1027
BOROUGH & COUNTY OF QUEENS
CITY & STATE OF NEW YORK

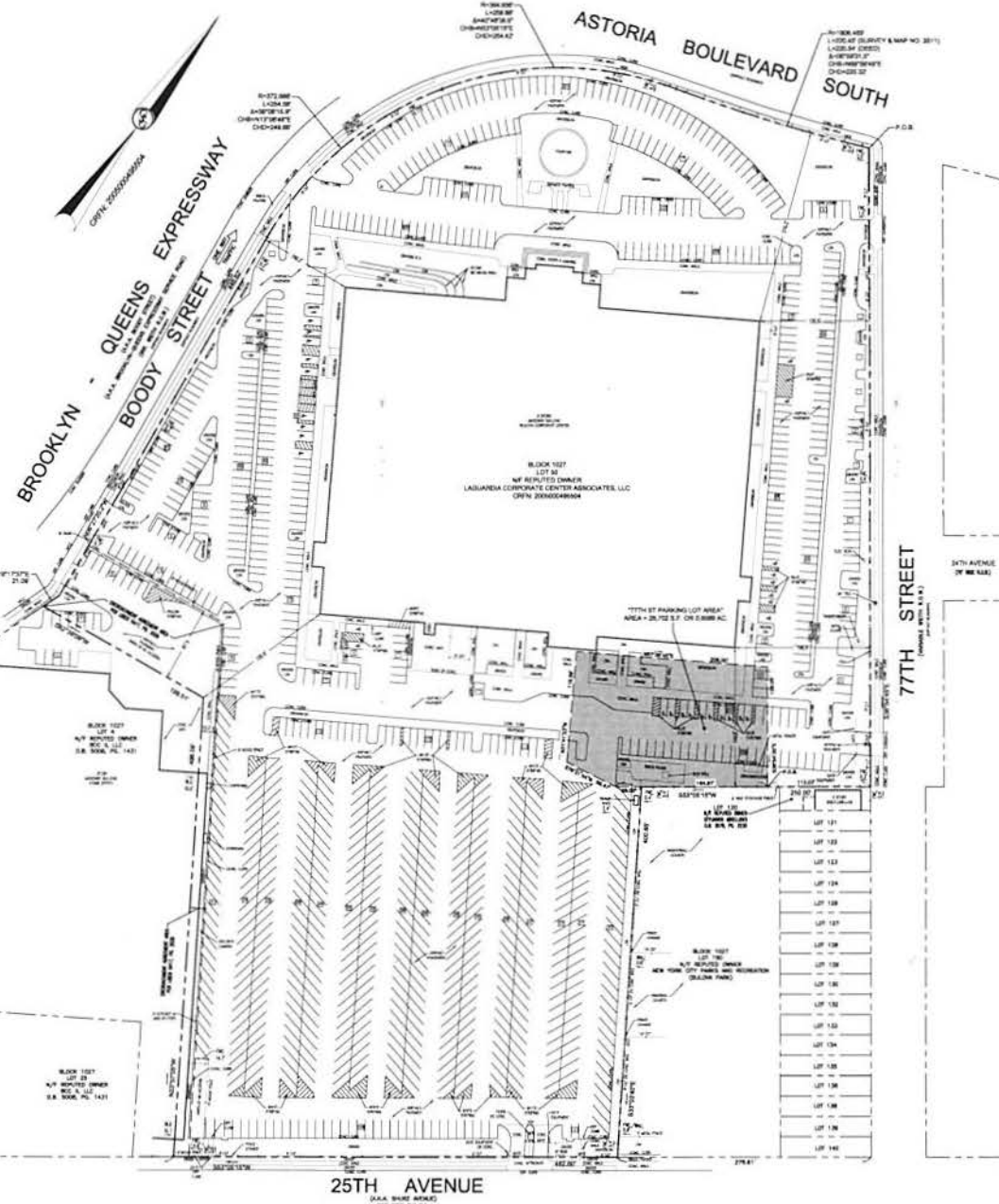
BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN LOT 50 AND LOT 150, BLOCK 1027, SAID POINT BEING THE FOLLOWING COURSES FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF ASTORIA BOULEVARD SOUTH (VARIABLE WIDTH) AND THE WESTERLY SIDE OF 77TH STREET (VARIABLE WIDTH):

- A) ALONG THE WESTERLY SIDE OF 77TH STREET, SOUTH 36 DEGREES - 54 MINUTES - 45 SECONDS EAST, A DISTANCE OF 686.68 FEET TO A POINT, THENCE;
- B) WESTERLY AT RIGHT ANGLES TO THE WESTERLY SIDE OF 77TH STREET, SOUTH 53 DEGREES - 05 MINUTES - 15 SECONDS WEST, A DISTANCE OF 113.03 FEET TO A POINT, AND FROM SAID BEGINNING POINT RUNNING, THENCE;
- 1. SOUTH 53 DEGREES - 05 MINUTES - 15 SECONDS WEST, A DISTANCE OF 164.97 FEET TO A POINT, THENCE; THROUGH THE LANDS OF LOT 50, BLOCK 1027 THE FOLLOWING FOUR (4) COURSES:
- 2. SOUTH 79 DEGREES - 31 MINUTES - 44 SECONDS WEST, A DISTANCE OF 59.47 FEET TO A POINT, THENCE;
- 3. NORTH 31 DEGREES - 41 MINUTES - 23 SECONDS WEST, A DISTANCE OF 119.59 FEET TO A POINT, THENCE;
- 4. NORTH 57 DEGREES - 38 MINUTES - 45 SECONDS EAST, A DISTANCE OF 208.00 FEET TO A POINT, THENCE;
- 5. SOUTH 36 DEGREES - 54 MINUTES - 30 SECONDS EAST, A DISTANCE OF 129.04 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 28,702 SQUARE FEET OR 0.6589 ACRE

NOTES & REVISIONS
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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PARCEL SKETCH
LOT 50, BLOCK 1027
 7815 ASTORIA BOULEVARD
 BOROUGH OF QUEENS
 CITY & STATE OF NEW YORK

GALLAS SURVEYING GROUP
 111-01 161st STREET
 JAMAICA, NEW YORK 11434
 TEL: 718-435-1100
 FAX: 718-435-1101
 WWW.GALLASURV.COM

DATE	BY	REVISION	DESCRIPTION
12-28-2013	G.S.	1	ISSUED
12-28-2013	G.S.	2	REVISION
12-28-2013	G.S.	3	REVISION
12-28-2013	G.S.	4	REVISION
12-28-2013	G.S.	5	REVISION
12-28-2013	G.S.	6	REVISION
12-28-2013	G.S.	7	REVISION
12-28-2013	G.S.	8	REVISION
12-28-2013	G.S.	9	REVISION
12-28-2013	G.S.	10	REVISION

G12076

GREGORY S. GALLAS