

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of a modification to a **Voluntary Cleanup Agreement**

for: 58 Christie Place, Scarsdale, New York by: Hausman Realty Company, Inc., "Volunteer"
Site #: V00306-3 Index #: W3-0001-00-05

WHEREAS,

1. Hausman Realty Company, Inc.'s. (the "Volunteer") involvement with the property approximately 0.06 acres in size located at 58 Christie Place, Scarsdale, New York, and identified on the Westchester County Tax Map as Section 2, Block 5, Lot 12 (hereinafter referred to as the "Site"), and the facility located on the Site, is a ground lease of a shopping center located at 58 Christie Place, Scarsdale, New York (between Christie Spencer Corporation and the Volunteer expiring on December 31, 2012). A Site map is attached as Exhibit "A".
2. Volunteer consented to the issuance of Voluntary Cleanup Agreement, Index No. W3-0001-00-05, dated June 26, 2000, by the New York State Department of Environmental Conservation (the "Department") (the "Agreement"). A copy of the Agreement is attached as Exhibit "B".
3. The State's costs have exceeded the amount which could be invoiced to Volunteer pursuant to paragraph VI of the Agreement.
4. Volunteer has also requested to clarify its obligations under the Agreement regarding access.
5. Subparagraph XIII.I.1 of the Agreement provides for modifications to be made in writing and subscribed by the party to be bound.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

- I. Paragraph VI of the Agreement is hereby revised to read as follows:

VI. Payment of State Costs

- A. Within thirty days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department the sum of Twenty Five Thousand Dollars (\$25,000.00) which shall represent settlement in full of the State's expenses including but not limited to work performed at or in connection with the Site prior to the effective date of this Agreement, as well as for negotiating this Agreement, and all costs associated with this Agreement, including installing and developing monitoring wells (and disposal of drill cuttings) on property owned and/or operated by the Village of Scarsdale, New York, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.E.2 of this Agreement of its

approval of the final engineering report pertaining to the implementation of the Remediation Work Plan or, if any, of the Department-approved O&M Plan, whichever is later. Each such payment shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7010

B. Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expenses (e.g. supplies, materials, travel, contractual) and shall be documented by expenditure reports.

C. Such invoice shall be sent to Volunteer at the following address:

Hausman Realty Corporation
c/o Kurzman & Eisenberg
One North Broadway
White Plains, New York 10601
Attention: Nancy Blumenthal

D. Each party shall provide written notification to the other within 90 Days of any change in the foregoing addresses.

II. Paragraph XIII.E of the Order is hereby revised to read as follows:

E. Volunteer shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Volunteer's obligations under this Agreement, except that the Department may exempt Volunteer from the requirement to obtain any permit issued by the Department for any activity that is conducted on the Site and that the Department determines satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit. If, despite Volunteer's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Agreement are not obtained within 45 Days after the effective date of this Agreement or within 45 Days after the date the Department notifies Volunteer in writing that additional access beyond that previously secured is necessary, Volunteer shall promptly notify the Department, and shall include in that notification a summary of the steps Volunteer has taken to obtain access. The Department may, as it deems appropriate and within its authority, assist Volunteer in obtaining access.

III. Subparagraph XIII.I.1 of the Order is hereby revised to read as follows:

I. 1. The terms of the Agreement, as modified by this Amendment as well as future modifications, shall constitute the complete and entire Agreement issued to Volunteer concerning the Site's remediation. No term, condition, understanding, or agreement purporting to modify or vary any term of the Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

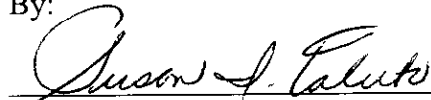
IV. All other provisions of the Agreement remain in full force and effect.

DATED:

MAY 17 2002

ERIN M. CROTTY, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

By:



Susan I. Taluto
Deputy Commissioner
Water Quality and Environmental Remediation
New York State Department
of Environmental Conservation

CONSENT BY VOLUNTEER

Volunteer 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.

HAUSMAN REALTY CO., INC.

By: Nancy W. Blumenthal
Nancy Blumenthal

Title: Pres.

Date: 4-1-02

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

On this 1st day of MAY, 2002, before me, the undersigned, personally appeared Nancy Blumenthal, 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.

Barbara Groden
Signature and Office of individual
taking acknowledgment

BARBARA GRODEN
Notary Public, State of New York
No. 01GR5057991
Qualified in Westchester County
Commission Expires April 1, 2006