



THE CITY OF NEW YORK DEPARTMENT OF ENVIRONMENTAL PROTECTION
CHRISTOPHER O. WARD, Commissioner

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MARK D. HOFFER
General Counsel

Bureau of
Legal Affairs

July 8, 2002

42 New Street, Inc.
c/o Cushman & Wakefield, Inc.
44 New Street
New York, NY 10004

Re: License Agreement for Roof & Facade Cleaning
42-44 New Street, Manhattan

Dear Sir or Madam:

I am in receipt of a signed copy of the License Agreement for cleaning the exterior surfaces of the above-referenced premises.

Unfortunately, page 2 of the Agreement is missing. I am therefore returning the entire package. Please insert page 2 and return the complete signed Agreement to Mr. Radhakrishnan at the address indicated in §10.

Feel free to call me if you have any questions. Your interest in the Building Cleaning Program is greatly appreciated.

Very truly yours,

Russell Pecunies
Assistant Counsel

59-17 Junction Boulevard, 19th Floor, Corona, New York 11368-5107



7-8-02
agreement
given to
Russell 7-8-02

LICENSE AGREEMENT

This License Agreement made this _____ day of _____ 2002 by and between the CITY OF NEW YORK (hereinafter called "the City"/Licensee), acting by and through the Department of Environmental Protection of the City of New York (hereinafter call "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York, 11368 and **42 New Street, Inc.**, ("Land/Licensor") the owner of the premises at **42-44 New Street** (the "Premises").

WHEREAS, the facades, roofs and setbacks ("exterior areas") of many structures in close proximity to the site of the former World Trade Center have been found to contain debris, refuse and other deposits ("the foreign material") of unknown origin;

WHEREAS, the owners of said structures are desirous of having the foreign material removed;

WHEREAS, the City believes that it is in the interest of the public to undertake a clean up of these exterior areas;

WHEREAS, the City's willingness to undertake such a cleanup should not in any way be construed as an acknowledgement of admission that the City is in any way responsible for any condition, environmental or otherwise, that may exist in or on the exterior areas or that the foreign material is a risk to the public health or safety;

NOW THEREFORE, it is hereby agreed by and between the parties to this agreement, for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged,

1. **Permission to Perform Cleaning Work** Subject to the terms and conditions hereof, Licensor hereby grants permission to Licensee and its authorized contractor(s) to perform the cleaning work on the exterior areas of the structure(s) located on the Premises, as described in the Scope of Work attached hereto as Exhibit A and made a part hereof (the "Cleaning Work").

2. **Grant of Access.** Subject to the terms and conditions hereof, Licensee and its agents, contractors and employees shall have the right, at all times while this Licensee Agreement is in effect, for the purpose of performing the Cleaning Work. It is expressly understood that the right granted under this Section 2 includes;

(a) the right to access all portions of the Premises deemed necessary by Licensee or its contractor(s) in order to properly perform the Cleaning Work, including (without limitation) roofs, parapets, window ledges, and other building exterior surfaces; and