

ASBESTOS INSPECTION REPORT

PREMISE NO. 53 Murray St		STREET		INSPECTION DATE 6/25/02	
FLOOR 2/F	ZIP 10007	BORO CODE 1	BLOCK 133	LOT 11	SQUAD # 1
INSPECTOR ALPHONSO PLUMPTRE		BLDG TYPE	BASIS OF INSPECT. TRU100/mn2		PHOTOS TAKEN YES/NO
CONTRACTORS NAME FIBER CONTROL			SAMPLE NO.		
ADDRESS 3010 BURNS AVE CITY WANTAGH			SAMPLE NO.		
STATE N.Y	ZIP 11793	PHONE (516) 781-3000	SAMPLE NO.		
LABORATORY NAME WARREN & PANZER ENGINEERS, PC			OWNERS NAME 53 Murray LLC		
ADDRESS 228 E. 45TH ST CITY N.Y			ADDRESS CITY		
STATE N.Y	ZIP 10017	PHONE (212) 922-0077	STATE	ZIP	PHONE (212) 944-8700
CONTACT PERSON:			TIME OF INSPECTION FROM: 11:30 am/pm TO: 6:00 am/pm		
INSPECTION DISCLOSED:					
The owner instructed specifically not to touch the roof and send us a note except to clean only the facade. The facade was cleaned on 7/13/02 and passed visual inspection.					

NOV #	INFRACTIONS	RESULT CODE
		5
NOV #		SUPERVISORS INITIALS
		cu

BORO 1 - MANHATTAN 2 - BRONX 3 - BROOKLYN 4 - QUEENS 5 - RICHMOND

BLDG TYPE A > 6 Stories B < 6 Stories C Single Family
D School E Hospital F Public Owned Property

RESULT CODES 1 - Violation Issued 2 - No Violations Issued 3 - No Access
4 - Project not Started (No NOV) 5 - Project Completed (No NOV)

ACP 3093

FILE

LICENSE AGREEMENT

This License Agreement made this 15 day of MAY 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 called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and 53 Murray LLC ("Landowner/Licensor") the owner of the premises at 53 MURRAY 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 acknowledgment or admission that the City is 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 License Agreement is in effect, to enter in and on the Premises, and to cross the Premises, with personnel, material and equipment, 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