



60 William Street
New York, NY 10005
(212) 422-5535

September 5, 2002

*Mr. R. Radhakrishnan, P.E.
Director, Asbestos Control Program
59-17 Junction Blvd.
Flushing, NY 11373-5108*

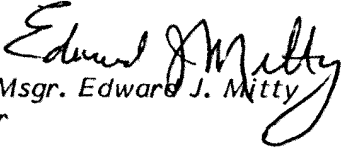
Dear Mr. Radhakrishnan:

Thank you for your letter of September 5th.

Enclosed is our signed license agreement. We will wait to hear from you regarding any procedures or directions which you want us to follow.

Thank you for helping us.

Sincerely yours,


Rev. Msgr. Edward J. Mitty
Pastor

MEMORIAL CHURCH OF WALL STREET

LICENSE AGREEMENT

This License Agreement made this ^{12th}~~3th~~ day of Sept., 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 Our Lady of Victory Church ("Landowner/Licensor") the owner of the premises at 60 WILLIAM 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

(b) the right to temporarily occupy portions of the ground outside of the building located on the Premises, with personnel, material and equipment, in order to perform the Cleaning Work; and

(c) the right to erect, maintain, and store temporary scaffolding on the Premises, and to utilize such scaffolding for the purpose of performing the Cleaning Work.

3. **Limitations And Conditions:**

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing the Cleaning Work other than between the hours of 8:00 a.m. and 8:00 p.m.
- b) Licensee shall provide the Licensor with written notification of its intention to begin the Cleaning Work at least two (2) days prior to the commencement of such Work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Cleaning Work undertaken by it hereunder except that the Licensor shall supply and pay for all power and water usage in connection with the Cleaning Work.
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- f) All Cleaning Work shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;
- g) Any contractor or subcontractors performing the Cleaning Work on behalf of the Licensee shall obtain, prior to the commencement of any Cleaning Work, insurance in the amounts and types as set forth herein in Exhibit B;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name and photograph of the person.

4. **Reimbursement.** Licensor shall reimburse Licensee for the removal of the foreign material provided for in this license from any compensation it receives from any source for the

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and acknowledged on the day and year which first appears above.

Our Lady of Victory Church

Licensors

By:

Rev. Msgr. Edward J. Mitty, Pastor

Dated: Sept. 5, 2002

DEPUTY COMMISSIONER, DEF

Licensee

By:

Dated: 9-12-02

Approved as to Form

Acting Corporation Counsel

DATED: _____

STATE OF NEW YORK)

COUNTY OF NEW YORK)^{s.:}

On this 5th day of September 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at 60 William St. New York, NY and that he/she executed the foregoing instrument as the owner/licensor of the property.

Ronald Melnyk

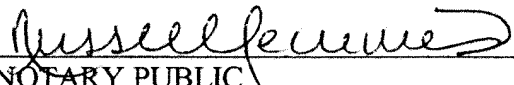
NOTARY PUBLIC

STATE OF NEW YORK

Ronald Melnyk
Notary Public, State of New York
No. 41-4606770
Qualified in Queens County
Term Expires May 31, 20 03

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

On this 12 day of September 2002, before me personally came Robert C. Aaltroni and acknowledged to me that he is the ~~Deputy~~ Deputy Commissioner of the New York City Department of Environmental Protection, and that he/~~she~~ authorized to executed the foregoing instrument and that he/she did so on behalf of the City of New York pursuant to authority of law duly delegated.



NOTARY PUBLIC
STATE OF NEW YORK

Russell Pecunies
Commissioner of Deeds,
New York City
4-6227
Term Expires December 13, 2003