



6 East 43rd Street • 14th Floor • New York, New York 10017 • 212-682-7373 • Fax: 212-682-5441

TRANSMISSION COVER SHEET

DATE:

8/8/02

TO:

Penny - D.E.P.

Fax: (718) 595-3744

Fax:

Fax:

FROM:

OREN GOLDSTEIN: (212) 634-8931

FAX: (212) 682-5441

RE:

211 Pearl Street - DEP Cleanup Program

Please fax me a new licensing agreement for:

Address: 211 Pearl Street

Owner:

Chicago 4, LLC

c/o Seiden & Schein PC

570 Lexington Avenue.

New York, N.Y. 10022-6837

*we are the management co.
For the premises. Please
fax me a new license
agreement ASAP.
Thank You Very Much
- Oren Goldstein*

REPLY NEEDED _____

HARD COPY TO FOLLOW _____

PLEASE CALL SENDER UPON RECEIPT _____

PLEASE SIGN AND REFAX TO SENDER _____

Total Number of Pages (including cover sheet): _____

Please call our office immediately if transmission is illegible or not received properly.

8/8/02

Pl.
Reply
sent.



**Department of
Environmental
Protection**

**Joel A. Miele Sr., P.E.
Commissioner**



www.ci.nyc.ny.us/dep

(718) DEP-HELP

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 called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and Chicago 4, LLC c/o Seiden & Schein PC ("Landowner/Licensor") the owner of the premises at 211 Pearl 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