

Lee Tai Enterprises USA Ltd

Construction Operations

420 Madison Avenue, Suite 505
New York, N.Y. 10017
Ph: 212.317.9835 Fax: 212.317.9714

FAX

To: R. Radhakrishnan, P.E.,

From: Kenneth N. DeFilippo

NYC DEP

Fax: 718-595-3744

Pages: Cover only.

Phone: 718-595-3682

Date: 5/29/2002

Re: 19 Park Place / 16 Murray St.

CC: Nancy, Pat

Cleaning Program

☐ Urgent ☐ For Info. Only ☐ Please File ☒ Please Reply ☒ Follow-up needed

Subject: Request for Work Schedule

This FAX shall confirm my voice message left with your office on Tue, May 28th, 2002, in accordance with the instructions found within your May 3rd, 2002 memorandum, concerning the five (5) day follow-up from the time we returned the License Agreement to the DEP.

We are now prepared to discuss the Work Schedule and the designation of a liaison in order to support the DEP's Cleaning Program for the referenced premises as we believe the DEP is now in receipt of our executed Agreement. Please call at your convenience.

With respect to Item No. 10.0, "Notices", please note the following change for forwarding correspondence to us for this matter. These should now be directed to:

Kenneth N. DeFilippo

Client Owner Representative

420 Madison Avenue, Suite 505

New York, NY 10017

Ph: 212-317-9835 Fax: 212-317-9714

Lee Tai Enterprises USA Ltd

Construction Operations

420 Madison Avenue, Suite 505
New York, N.Y. 10017
Ph: 212.317.9835 Fax: 212.317.9714

TRANSMITTAL

Via Paper Mail

To: R. Radhakrishnan, P.E.

From: Kenneth N. DeFilippo

NYCDEP

Fax:

Pages: Cover w/Att as noted

Phone:

Date:

5/20/2002

Re: 19 Park Pl, 16 Murray St.

CC: Nancy, Pat

☐ Urgent

☒ For Info. Only

☐ Please File

☐ Please Reply

☐ Follow-up needed

Subject: License Agreement, Cleaning Program, Downtown Manhattan

As requested, we are now returning the signed and notarized License Agreement that had been furnished to us via the NYC DEP for participating in the DEP's Cleaning Program for having all suspect ACM removed from the referenced premises.

We will call within five working days of this mailing to coordinate the work schedule with your offices in support of the Program.

Thank you.

Page: 1 Document Name: Extra

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03/05/02                N.Y.C. DEPARTMENT OF BUILDINGS                BISPIQ31
      MULTI-AGENCY COMPOSITE PROPERTY & OWNER INFORMATION QUERY
19..... PARK PLACE..... 1 MANHATTAN      10007 BIN# 1001401
DCP GEOGRAPHICAL INFORMATION:
PARK PLACE              19 - 19              HEALTH AREA : 77      TAX BLK: 124..
MURRAY STREET           16 - 16              CENSUS TRACT: 1009   TAX LOT: 8....
                                          COMMUNITY BD: 101    CONDO :
                                          MULTI STRUCT: 1      CUI NO :
DOF OWNER NAME & ADDRESS FROM BILLING FILE:  DOF OWNER NAME FROM PROPERTY FILE
  OWNER NAME : ABN REALTY LLC                ABN REALTY LLC
  CORP. NAME :                               LPC LANDMARK STATUS: NO
  ADDRESS    :                PO BOX 722      DOB LOCAL LAW STATUS: YES
                VALLEY STREAM NY 11582-072
DOF BUILDING INFORMATION:                    TRANS LAND VALUE: 504,000
  BLDG SIZE; 0025.50 X 0152.00                TAX EXEMPT FLAG : NO
  LOT SIZE: 0025.50 X 0152.00                TAX EXEMPT CLASS:
  BLDG CLASS : K9 STORE BUILDING              CITY OWNERSHIP : NO
  STORIES    : 3                             UPDATE DATE      : 02/28/02
FOR CITY    } MGMT TYPE:      MGMT CODE:      MGMT CODE NAME:
OWNERSHIP   }                MGMT HOLDER CODE: MGMT HOLDER CODE NAME:
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PF1 =PREV  PF2 =MAIN  PF7 = NEW ADDRESS  PF8 = NEW BLK/LOT  PF9 = NEW BIN
  
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3/5/02 vacant/
no access
facade dirty
Mohan

Date: 3/5/ 2 Time: 04:58:08 PM

LICENSE AGREEMENT

This License Agreement made this 15th 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 Lee Tai Enterprises USA Ltd. c/o ABN Realty LLC ("Landowner/Licensor") the owner of the premises at 19 PARK PLACE (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 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 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

WTC Visual Survey Form

Premise Address: 19 PARK PLACE		
Block:	Residential ☐ Commercial ☐	Name of Building:
Lot:	Mix Use ☐ Other ☐	
# of Stories: 3	AKA's:	
Building Owner/Management:		Telephone Number: ()
Name:		FAX: ()
Address:		
On Site Contact:		
Name:		Telephone Number: ()
Building Owner Management Activities		
Interior Survey Performed ☐ Yes ☐ No		
Exterior Survey Performed ☐ Yes ☐ No		
General Clean Up ☐ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☐ No Locations: _____		
Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:		
North ☐ N/A	Inspected ☐ Yes ☐ No	Debris ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"
South ☐ N/A	☒ Yes ☐ No	☒ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"
East ☒ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"
West ☒ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"
Facade Description: Broken windows etc. windows dirty with layer thick Duane Reade 15th floor gated - store vacuum		
Roof		
Debris: ☐ No Visible /Fine Layer ☐ 1/2 to 1" 1 dust ☐ > 1" 1 dust.		
Description: light dust no access		
Setbacks N/A ☒		
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"	
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"	
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"	
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"	
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ 1/2 to 1" ☐ > 1"	
Comments To: Bob Fitzpatrick From: Penny Theodorellys		

Date: 1/27/2002

Inspection Team: Name: Bob Fitzpatrick Agency: USEPA
Name: Penny Theodorellys Agency: NCDER