

LICENSE AGREEMENT

This License Agreement made this 23rd 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 Estate of William Stone c/o Virginia Jerome Stone, Successor ("Landowner/Licensor") the owner of the premises at 110 CHAMBERS 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

PREMISE NO.		STREET				INSPECTION DATE	
110		CHAMBERS STREET				6/29/02	
FLOOR	ZIP	BORO CODE	BLOCK	LOT	SQUAD #	BADGE #	
Facade	10007	1	136	27	1	AD10	
INSPECTOR		BLDG TYPE	BASIS OF INSPECT			PHOTOS TAKEN YES/NO	
ALPHONSO PLUMPTRE			TRUP06Mn02				
CONTRACTORS NAME				SAMPLE NO.			
FIBER CONTROL							
ADDRESS				SAMPLE NO.			
3010 BURNS AVE							
CITY		STATE		ZIP		PHONE	
WANTAGH		N.Y.		11793		516-781-3000	
LABORATORY NAME				OWNERS NAME			
WARREN & PANZER ENGINEERS PC				Estate of William Stone			
ADDRESS		CITY		ADDRESS		CITY	
228 E. 45TH ST		N.Y.					
STATE		ZIP		STATE		ZIP	
N.Y.		10017				732-264-3642	
CONTACT PERSON:				TIME OF INSPECTION FROM: TO:			
				2:00 am/pm TO: 3:00 am/pm			
INSPECTION DISCLOSED:							
The facade was cleaned and was inspected after the cleanup and no visible debris observed after the cleanup.							

NOV #	INFRACTIONS					RESULT CODE
						5
NOV #						SUPERVISORS INITIALS
						W

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 30/93

FILE