

Asbestos Inspection Report

SUPPLEMENT

Premise No. 182 BROADWAY / 2 JOHN STREET					Inspection Date: 08-04-02	
Floor ROOF & FACADE	Zip 10038	Borough 1	Block	Lot	Squad # N/A	Badge # A020
Inspector Dennis Antzoulatos		Building Type		Basis of Inspection WTC Survey		Photos Taken ☒ Yes / ☐ No
Contractor's Name Benjamin Kurzban & Son Control				Sample Number N/A		
Address City 1248 Ralph Avenue, Brooklyn				Sample Number N/A		
State Zip Phone NY 11236 (718)531-2900				Sample Number N/A		
Laboratory Name Warren & Panzer Engineers Inc.				Owner's Name		
Address City 228 East 45 Street New York				Address City		
State Zip Phone NY 10017 (212) 922-0077				State Zip Phone		
Contact Person				Time of Inspection from:		
SUNDAY AUGUST 4 2002						
A CLEAN UP OF THE NORTH FACADE OF 182 BROADWAY (AKA 2 JOHN STREET) WAS CONDUCTED TODAY. WATER FROM THE FIRE HYDRANT IN FRONT OF 2 JOHN STREET WAS USED FOR THE FACADE CLEAN UP. HOSES WERE ATTACHED AND THE HYDRANT WAS TURNED ON AT APPROXIMATELY 09:00 AM. AT APPROXIMATELY 11:00 AM THE ON DUTY MANAGER OF THE BURGER KING RESTAURANT ALERTED ME TO A FLOODING CONDITION IN THE BASEMENT OF THE RESTAURANT. ALTHOUGH NO POWER WASHING OF THE PREMISE HAD OCCURRED, WATER WAS LEAKING INTO THE BASEMENT THROUGH THE CEILING. IT WAS NOT APPARENT AT FIRST THAT THE HYDRANT WAS THE CAUSE OF THE FLOODING. THE MANAGER OF THE BURGER KING CALLED A PLUMBING CONTRACTOR IMMEDIATELY TO LOOK FOR POSSIBLE BROKEN PIPES IN THE BUILDING. WHEN NO BROKEN PIPES WERE FOUND, THE USE OF THE FIRE HYDRANT WAS DISCONTINUED. THE LEAKING WATER SUBSIDED SHORTLY THEREAFTER. THE LEAKING WATER FROM THE HYDRANT CAUSED DAMAGE TO APPROXIMATELY 250 SQUARE FEET OF CEILING SHEET ROCK. PHOTOGRAPHS OF THE WATER DAMAGE ARE ATTACHED.						

REP

1001102

WTC Visual Survey Form

Premise Address: <u>182 Broadway</u>		
Block: <u>65</u>	Residential ☐ Commercial ☐	Name of Building:
Lot: <u>19</u>	Mix Use ☐ Other ☐	
# of Stories:	AKA's:	
Building Owner/Management:		Telephone Number: ()
Name:		FAX: ()
Address:		
On Site Contact:		Telephone Number: ()
Name:		
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:					
		Inspected	Debris		
North	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
South	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
East	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
West	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"
Facade Description: <u>broken windows etc still with light dusts DIRTY</u>					
Roof					
Debris: ☐ No Visible /Fine Layer ☐ ½ to 1" of dust ☒ > 1" of dust.					
Description: _____					
Setbacks N/A ☐					
Floor: _____	Debris:	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"	
Floor: _____	Debris:	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"	
Floor: _____	Debris:	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"	
Floor: _____	Debris:	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"	
Floor: _____	Debris:	☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"	
Comments					
<u>Could not gain access into bldg. but inspected the roof and from 180 BWAY and observed materials on the roof.</u>					

Date: 3/2/2002Inspection Team: Name: ALAgency: _____
Agency: _____

LICENSE AGREEMENT

This License Agreement made this 16 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 Building Owner/Management ("Landowner/Licensor") the owner of the premises at 182 BROADWAY (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