

**ZAR REALTY
MANAGEMENT CORP.**

MARK S. STEIN
EXECUTIVE VICE PRESIDENT

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NEW YORK, NEW YORK 10018
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JUN-04-2002 TUE 09:30 PM

FAX NO.

P. 01

Zar Realty Management Corp.

384 Fifth Avenue
New York, NY 10018
(212) 971-0111

Facsimile Cover Sheet

Date:

Number of pages including cover sheet: _____

To:

From:

Penny Theodorely's Peng

Mark S. Stein
Executive Vice President
Zar Realty Management Corp.
384 Fifth Avenue
New York, NY 10018

Phone: _____

Phone: (212) 971-0111 ex. 177

Fax: 212 595.3744

Fax: (212) 465-8554

Re: _____

6/5/02 - Contacted
Mr. Stein re/
these changes
to agreement.
he stated not
substantive but
fixing accuracy.
requested new
copy without
internal comments
be sent in for
review by DEP
Counsel P.L.

Remarks: ☐ Urgent ☐ For your Review ☐ Reply ASAP ☐ Please Comment:

Penny

Pleasure meeting with you yesterday.
If you agree to these changes I will have
my assistant make them on the
down

Thank you

Mark S. Stein

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 100 CHURCH ST. LLC. ("Landowner/Licensee") the owner of the premises at 100 CHURCH ST. (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 of 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, Licensee 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. *or at a time that doesn't interfere with the business of the building*
- 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. *Upon completion of the Cleaning Work, Licensee shall put the Premises and Building into its Condition prior to the Cleaning Work by removing the scaffolding and repairing any damage.*
- 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. *What?*
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbance to the Licensor's property. *Land tenants*
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow. *Union*
- 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 subcontractor 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; *Where?*
- 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. *What?*

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

Cleaning Work.

~~claims of debris accumulations from the interior surfaces of the structure(s) located on the Premises. Such sources shall include, but are not limited to, the Small Business Administration, private insurance, or any other local, state or federal assistance program. Licenser shall make claim for any applicable insurance coverage for these premises and shall report to Licensee any insurance settlements or other source of funding for the Cleaning Work that has been performed at Licensee's expense provided, however, that Licenser shall not be required to initiate a lawsuit~~

5. **Termination.** This License shall be terminable by the Licenser or Licensee on ten days written notice to the address set forth below by fax or certified mail. In the event of a default by either party, the License may be terminated immediately, without any prior notice. *or other action against any such insurance insurer.*

6. **Waiver of Claims.** Licenser agrees that no claims or cause of action for damages shall accrue by reason of revocation or termination of this License. *material*

7. **Term.** This ⁱⁿLicense shall commence as of the latest date appearing at the end of the signature page and remain in effect for a period of ninety (90) days unless or until terminated or revoked as hereinabove provided.

8. **Cleaning Work Not An Admission of Liability.** It is expressly understood and agreed by Licenser and Licensee that Licenser's performance of the Cleaning Work hereunder is not, and shall not be construed as,

(I) an admission or agreement by the Licensee that it is liable for the deposit of any dust, debris or other material in or on the Premises as a result of the events of September 11, 2001, at the World Trade Center complex, or the subsequent debris removal activity related thereto; or

(II) an admission or agreement by the Licensee that it is liable for any condition, environmental or otherwise, that may exist in or on the Premises as of the date hereof.

9. **Landmarks.** If the Premises are a designated landmark, Landowner gives its permission for DEP to file the "Application Form for Work On Designated Properties" with the New York City Landmarks Preservation Commission on Landowner's behalf.

10. **Notices.** Notices and correspondence regarding this License shall be directed by Certified Mail, Return Receipt Requested to the Licenser, at the following address:

100 Church St LLC
c/o Mark S. Stein
Executive Vice President
ZAR Realty Management Corp.
364 Fifth Avenue New York, NY 10016

and notices to the Licensee shall be addressed to R. Radhakrishnan, P.E., NYCDP-ACP, 99-17 Junction Boulevard, 8th Floor, Corona, NY 11368-3643, with a copy to General Counsel, NYCDP, 99-17 Junction Boulevard, 19th Floor, Corona, New York 11368-5643.

11. **Indemnity.** Licensee shall indemnify and defend Licenser against all claims arising from the Cleaning Work (including by reimbursing Licenser for its reasonable attorneys fees and costs).

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

100 Church St. C
 Licensor
 By ZAR Realty Management Corp., its authorized
By: Mark S. Stein, Executive Vice President *signature*

Date: _____

Licensor
 By: _____

Date: _____

Approved as to Form

Acting Corporation Counsel

DATED: _____

[Handwritten signature]

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FAX NO.

P. 06

STATE OF NEW YORK)
)s:
COUNTY OF)

On this day of 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at and that he/she executed the foregoing instrument as the owner/lessor of the property.

NOTARY PUBLIC
STATE OF NEW YORK

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FAX NO.

P. 07

STATE OF NEW YORK)
)a:
COUNTY OF QUEENS)

On this day of 2002, before me personally came
_____ and acknowledged to me that he/she is the First Deputy
Commissioner of the New York City Department of Environmental Protection, and that he/she
acknowledged 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