

March 13, 2002

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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 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 _____ ("Landowner/Licenser"), the owner of the premises at _____ (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 but, in many cases, do not have the funds or means to do so;

WHEREAS, the City believes that it is in the interest of the public to undertake a clean up of these exterior areas (the "Activities");

WHEREAS, the City's willingness to assist in the Activities to be undertaken 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 an in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged,

1. **Grant:** Licensee and its agents, contractors or subcontractors shall have the right, from time to time, to enter on and cross Licenser's property, with men, material, and equipment, for the purpose of gaining access to the exterior areas of the building or structure in connection with the Activities to be undertaken.

2. **Use of Premises:**

a) Licensee and its agents, contractors, or subcontractors, shall have

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the right, from time to time, to temporarily occupy the exterior structures of the Licensor's property and those area(s) adjacent thereto as may be necessary to access the exterior, with men, material, and equipment in order to perform the Activities.

- b) Licensee and its agents, contractors, or subcontractors, shall have the right to perform all work on the exterior areas as may, in the opinion of the Licensee, be deemed necessary in order to fully complete the Activities.

3. Limitations or conditions:

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing work other than during weekdays beginning at 8:00 a.m. and ending at 4:00 p.m. and excluding Saturdays, Sundays, and Holidays.[do you foresee the need to do work at other times or during emergencies?]
- b) Licensee shall provide the Licensor with written notification of its intention to begin the clean up at least five (5) days prior to the commencement of such work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Activities undertaken by them except that the Licensor shall supply and pay for all power and water usage in connection with the Activities.
- d) Licensee, its agents, subcontractors, and assigns, shall perform all Activities promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property.
- e) Licensee shall be maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- f) All activities shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;