



**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF REAL ESTATE SERVICES**

BUREAU OF LEASING AND SPACE DESIGN
MUNICIPAL BUILDING, 20th Floor - Room 2000N
NEW YORK, N.Y. 10007
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WILLIAM J. DIAMOND
Commissioner

LORI FIERSTEIN
Deputy Commissioner

JEFFREY R. KONDRAT
Assistant Commissioner

MEMO FOR CALENDAR

Record No..... Calendar No.....

PUBLIC HEARING pursuant to the provisions of Section 1602 of the New York City Charter, as submitted by the Department of Citywide Administrative Services, Division of Real Estate Services, hereby authorizes a lease for the City of New York, as tenant, of approximately 45, 815 rentable square feet of space on 23rd floor, of a building located at 7 World Trade Center (Block 84 & Lot 36) in the Borough of Manhattan for the Mayor's Office of Emergency Management to use as a office , or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed use was approved by the City Planning Commission pursuant to NYC Charter Section 195c on _____ (CPC Appl. No. _____ Public Hearing Cal. No. _____).

The proposed lease shall be for a period of twenty (20) years from date of Substantial Completion of alterations and improvements at annual rent of \$1,282,280.00 (\$28.00 per square foot) for the first five (5) years, \$1,603,525.00 (\$35.00 per square foot) for the second five years, \$1,695,155.00 (\$37.00 per square foot) for the third five years, and \$1,924,230.00 (42.00 per square foot) for the last five years, payable in equal monthly installments at the end of each month.

The lease may be terminated by the Tenant at the end of tenth (10th) year, or at any time thereafter, provided the Tenant gives the Landlord nineteen (19) months prior written notice. In the event that the lease is terminated by the Tenant, the Tenant shall pay to the Landlord the unamortized portion of Landlord's cost for the alterations and improvements and brokerage commission.

The Landlord shall, prior to the commencement of the lease term, prepare architectural plans and engineering plans and make alterations and improvements. The total cost of Tenant's work for the architectural plans, engineering plans, and alterations and improvements shall not exceed \$ _____. The Landlord shall contribute \$2,061,675.00 (\$45.00 PSF) toward the cost and any balance up to a maximum of \$ _____ will be paid by the Tenant. The Tenant shall reimburse the Landlord for Tenant's share of the costs, to be disbursed upon the substantial completion of the alterations and improvements.

The Landlord shall provide heat, air-conditioning chilled water, hot and cold water and elevator services during normal business hours 8:00 a.m. to 6:00 p.m. on Monday through Saturday inclusive, holidays excepted, and access and elevator service twenty-four (24) hours per day, seven (7) days per week. The Landlord shall provide cleaning and rubbish removal services.

The Landlord shall pay any PILOT, assessments, water rates and sewer rents.

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The Tenant shall reimburse the Landlord for the Tenant's proportionate share of any increase in real estate taxes or PILOT over the real estate taxes or PILOT for the base fiscal year 1997/1998.

The Tenant shall reimburse the Landlord for its proportionate share (___%) of any increase in the landlord's operating expenses above the audited base calendar year of 1998. Such increase amount shall be the audited base year increase by the applicable CPI annually during the term of the lease.

The Landlord shall make interior, exterior, and structural repairs, including but not limited to maintenance, repair and replacement to the roof, sidewalks, windows, elevators, plumbing, electrical, heating, ventilation and air-conditioning equipment. Tenant shall reimburse Landlord for the costs of interior repairs, the cost of maintenance and repairs to Tenant's air-conditioning equipment and the cost of any such repairs caused by Tenant's negligence or intentional acts.

The Tenant shall pay for its own electricity directly to the public utility company.

The Landlord shall provide proof, prior to substantial completion, that there are no asbestos containing materials in the demised premises and the common areas to which tenant has access.

All other terms and conditions of the lease shall remain the same.

Close the Hearing.