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**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
(212) 669-2620

WILLIAM J. DIAMOND, *Commissioner*
LORI FIERSTEIN, *Deputy Commissioner*
JEFFREY R. KONDRAT, *Assistant Commissioner*

## MEMO FOR CALENDAR

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

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**PUBLIC HEARING** pursuant to the provisions of Section 824 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 **50,182** rentable square feet of space on entire 23rd floor and part of the 7th 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 December 3, 1997 (CPC Appl. No. N980149PXM, Public Hearing Cal. No. 21).

The proposed lease shall be for a period commencing upon the Date of Execution of the lease and expiring January 31, 2018 at annual rent of **$1,405,096.00** ($28.00 per square foot) from January 1, 1999 (subject to Substantial Completion, as further defined in the lease) for five (5) years, **$1,756,370.00** ($35.00 per square foot) for the next five (5) years, **$1,856,734.00** ($37.00 per square foot) for the following five (5) years, and **$2,107,644.00** ($42.00 per square foot) for the remaining term, 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 eighteen (18) 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 the brokerage commission paid by Landlord pursuant to this lease.

The Landlord shall prepare architectural plans and engineering plans and make alterations and improvements. The total cost of Tenant's Initial Work shall not exceed $14,287,986.00. The Landlord shall contribute $1,661,843.00 toward the cost and any balance up to a maximum of $12,626,143.00 will be paid by the Tenant. The Tenant shall reimburse the Landlord for Tenant's share of the costs, to be disbursed as outlined in the lease. Landlord shall supply architectural, engineering and consultant services at its sole cost and expense.

The Landlord shall provide heat, air-conditioning condenser water, hot and cold water and elevator services during normal business hours 8:00 a.m. to 6:00 p.m. on Monday through Friday inclusive, holidays excepted, and access and elevator (passenger and freight) service twenty-four (24) hours per day, seven (7) days per week. The Landlord shall provide cleaning and rubbish removal services, as defined in the lease. Tenant shall reimburse Landlord for the reasonable cost of after-hours freight elevator service, supplemental and after hours condenser water, and supplemental cleaning services.

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

The Tenant shall reimburse the Landlord for the Tenant's proportionate share (2.59%) 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 (2.59%) 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 increased 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 servicing the demised premises, including the supplemental air-conditioning equipment, and the cost of any such repairs caused by Tenant's use, negligence or intentional acts.

The Tenant shall pay the Landlord for Tenant's electricity by sub-meter. Tenant shall have an option, as further outlined in the lease, to have the premises directly metered to the public utility company. Landlord shall install such direct meter and any necessary risers and wiring, and Tenant shall reimburse Landlord for such costs.

The Tenant shall have the right to have an equipment room and antennae on the roof and shall pay Landlord $42,000.00 per annum for such use.

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

Close the Hearing.