

## LCM-PSW PARTNERSHIP

## LICENSE AGREEMENT

THIS AGREEMENT, entered into this 22 day of March, 1991, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1991 between THE UNITED STATES OF AMERICA, (hereinafter called the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter called "DOE"), and LCM-PSW PARTNERSHIP (hereinafter called the "Licensor") who is the fee owner of the parcel of land (hereinafter called the Premises) which is described in the deed title no. 435-M-01817 filed in the New York County Clerks Office and shown on Exhibit 1, the exhibit being attached hereto and made part hereof.

## WITNESSETH THAT:

WHEREAS, the DOE desires to enter upon Licensor's Premises for the purpose of performing certain remedial actions as part of said program; and

WHEREAS, the Licensor is agreeable to the performance of remedial actions under the terms set forth below:

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Licensor hereby grants to the DOE or its designees a License giving: (a.) the right to enter upon the Premises for the purpose of removing low-level radioactive material from the Premises in accordance with the attached Remedial Action Plan; and (b) the right to enter upon the Premises to take soil samples, perform radiological surveys, and to perform or take any other reasonable action consistent with the expeditious completion of the subject remedial action; and (c) the right to periodically enter upon the Premises after completion of the remedial action for the purpose of conducting follow-up radiological surveys.

2. The Government shall be responsible for any loss or destruction of or damage to the Licensor's real or personal property caused by the rights given in this Agreement. This responsibility shall be limited to restoration of said real and personal property to a condition comparable to its original condition by techniques of backfilling, seeding, sodding,

landscaping, rebuilding, repair or replacement (as indicated in the attached Remedial Action Plan), and such other methods as may be agreed to between the parties at the time of restoration work in accordance with terms and conditions of this Agreement and upon certification by the DOE that the Licensor's Premises meet all applicable radiological criteria, the Licensor agrees to release the Government, its contractors, and the officers, employees, servants, and agents of either of them from all further responsibility related to the radioactive contamination and the remedial action covered by this Agreement.

3. The Licensor will notify the DOE in writing if the Premises are, or at any time during the term of this Agreement shall become, leased, sold or otherwise transferred to another party. The Licensor will also give written notice to any purchaser, lessee, or transferee of the applicability of the rights contained in this Agreement when such purchase, lease, or transfer takes place during the term of this Agreement. The Licensor hereby consents to any lessee of the Premises entering into a suitable agreement with the Government to cover any part of the remedial action that may affect such lessee. The conveyance of any interest in the Premises to another by the lessor shall be subject to this license.

4. All notices to the DOE may be given by delivering same to the Department of Energy, Oak Ridge Operations, Director of the Former Sites Restoration Division, Administration Road, Oak Ridge, TN or by mailing same to the Department of Energy, Oak Ridge Operations, Director of the Former Sites Restoration Division, P. O. Box 2001, Oak Ridge, TN 37831-8723.

5. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made a corporation for its general benefit.

6. The Licensor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business. For breach or

violation of this warranty, the Government shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. This Agreement shall terminate upon completion of the restoration work in accordance with the terms and conditions of this Agreement and upon certification by the DOE that the Licensor's Premises meet applicable radiological criteria to the maximum extent practicable.

8. The Government and the DOE agree to indemnify and save harmless the Licensor for any damages or claims for damages arising out of or in connection with said remedial action plan described in this Agreement. To the extent that provisions of this Agreement call for the expenditure of funds, such obligations of the Government hereunder shall be subject to the availability of funds appropriated by Congress which the DOE may legally spend for such purposes and nothing in this Agreement implies that Congress will appropriate funds to perform this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY: DEPARTMENT OF ENERGY

BY: *Lester K. Price*  
Lester K. Price

TITLE: Director, Former Sites  
Restoration Division

DATE: 3/14/91

LCM - FSN Partnership  
Printed Name of Property Owner

*Leonard J. Masucci*  
Signature of Owner PATINEI

Signature of Owner (if Multiple)

DATE: 3/22/91

PHONE: 212-241-1177

076181

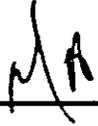
If the signatory is a corporation or a company, please complete the following:

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the duly qualified \_\_\_\_\_ of the corporation named herein as the owner; that \_\_\_\_\_, who signed this consent form on behalf of the owner, was then \_\_\_\_\_ of said corporation by authority of its governing body and is within the scope of its powers. Witness my hand and the seal of said corporation.

SEAL

\_\_\_\_\_



Name

Date