

[REDACTED] 40TH STREET, NEW YORK, NEW YORK  
**LICENSE FOR TEMPORARY ACCESS AND INDEMNITY AGREEMENT**

This LICENSE FOR TEMPORARY ACCESS AND INDEMNITY AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of May, 2021 (the "Effective Date"), by and between 558 [REDACTED], having an address of c/o Ironstone Partners LLC, PO Box 1568 FDR Station, New York, New York 10150 ("Licensor") and [REDACTED] REALTY 202 LLC, having an address of [REDACTED] West 40<sup>th</sup> Street, New York, New York 10018 ("Licensee").

**RECITALS**

WHEREAS, Licensor owns the land and the building (the "Licensor's Building") and other improvements located thereon and commonly known as [REDACTED] West 40<sup>th</sup> Street, New York, New York 10018, designated as Lot 43 in Block [REDACTED] the Tax Map (Licensor's Building, together with such land and other improvements, shall collectively be referred to herein as the "Licensor Property");

WHEREAS, Licensee owns the land and the building adjacent to the Licensor's Property, located at [REDACTED] West 40<sup>th</sup> Street, New York, New York 10018 (the "Licensee's Property"), which will be the site for performing maintenance work as required by New York City Local Law 11 (the "Project"); and

WHEREAS, Licensor Property is adjacent to the west side of the Licensee Property; and

WHEREAS, the Licensee has requested certain access to the Licensor Property to: (a) install, maintain and remove certain temporary protections upon the Licensor Property; (b) access the Licensor Property to erect, dismantle and access a suspended scaffold; and (c) access the airspace above the Licensor Property to use the suspended scaffold; and

WHEREAS, the Licensor agrees to allow the Licensee and the Licensee Parties (as hereinafter defined) limited accesses to the Licensor Property identified in this Agreement pursuant to the terms and conditions contained in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, and the mutual promises, covenants, conditions, obligations and agreements hereinafter set forth, Licensor and Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as if fully restated in this Paragraph 1.

**2. LICENSE.** Subject to and in accordance with the terms, covenants and conditions set forth in this Agreement, Licensor hereby grants to Licensee, its contractors, subcontractors, engineers and architects (collectively, the "Licensee Parties") a non-exclusive, non-transferable, revocable, and temporary limited license (the "License") for the following:

**A. PRE-CONDITION SURVEY.** Prior to the installation of any Temporary Protections, Licensor shall allow access to Licensee to the Licensor Property for a walk-through and visual inspection and conduct a precondition survey (including photos) of the