

**230-79 Equity, Inc. v
First Hungarian Literary Socy., Inc.**

2025 NY Slip Op 34294(U)

November 10, 2025

Supreme Court, New York County

Docket Number: Index No. 156496/2025

Judge: Mary V. Rosado

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. MARY V. ROSADO PART 33M

Justice

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230-79 EQUITY, INC.

Petitioner,

- v -

FIRST HUNGARIAN LITERARY SOCIETY, INCORPORATED,

Respondent.

-----X

INDEX NO. 156496/2025

MOTION DATE 05/16/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49

were read on this motion to/for MISC. SPECIAL PROCEEDINGS

Appearances:

Petitioner: Landy Wolf, LLP (David A. Wolf, Esq.)

Respondent: Levin & Glasser, PC (Jay Ginsberg, Esq.)

Upon the foregoing documents, and after oral argument which took place on September 10, 2025 Petitioner 230-79 Equity, Inc.'s ("Petitioner") Petition for license to access property owned by Respondent First Hungarian Literary Society, Incorporated ("Respondent") pursuant to New York Real Property Actions and Proceedings Law § 881 is granted.

There is no dispute that a license is warranted, the only disputes deal with the financial conditions upon which the license is to be issued. Specifically, the issues in dispute are (a) the monthly fee to be paid by Petitioner for access to Respondent's property; (b) the amount of insurance to be procured and whether a bond is necessary to cover for any damages to Respondent's property, and (c) whether Respondent is entitled to reasonable legal, management, and engineering fees incurred in this proceeding and in the negotiation of the proposed access agreement.

When determining the conditions on which a RPAPL § 881 license is granted, the Court applies a standard of reasonableness and is required to balance the interests of the parties (*see Matter of Board of Mgrs. Of Artisan Lofts Condominium v Moskowitz*, 114 AD3d 491, 492 [1st Dept 2014]). The license shall be granted in an appropriate case upon such terms as justice requires, which often warrants the award of contemporaneous license fees (*DDG Warren LLC v Assouline Ritz 1, LLC*, 138 AD3d 539, 540 [1st Dept 2016]).

Upon considering the arguments made by the parties, the precedent cited, and considering this project may take a year or more, the Court finds a monthly license fee of \$2,000 to be appropriate. Although the property is vacant, it is on the market, and this monthly fee serves not only as an incentive for the work to be conducted in a timely and efficient manner, but also takes into consideration that the ongoing Local Law 11 work impinging on Respondent's property may put some burden on selling it or diminish its value while work is ongoing (*see, e.g. Panasia Estate, Inc. v 29 West 19 Condominium*, 204 AD3d 33, 36-37 [1st Dept 2022]).

In lieu of Petitioner's agreement to provide project specific insurance with Respondent named as an additional insured, and its agreement to indemnify Respondent for any accident that may arise out of the Local Law 11 work, the Court denies Respondent's request that a \$1,500,000 bond be posted by Petitioner. Therefore, Respondent's request for a \$1,500,000 bond is denied on condition that Petitioner procure a \$1 million per occurrence general commercial liability policy with an aggregate limit of \$4,000,000, and a \$10 million excess/umbrella policy for the project which is the subject of this proceeding with Respondent named as an additional insured on both policies (*see also Matter of Spence v Strauss Park Realty, LLC*, 211 AD3d 446, 447 [1st Dept 2022]). The Court declines to grant Respondent's request that Respondent's managing agent,

officers, directors, shareholders, employees, and agents also be named as additional insureds, and it declines to order comprehensive vehicle liability insurance be procured.

Considering Petitioner has already paid Respondent \$6,861.25 in attorneys' fees and \$2,500 in engineering fees, the Court declines to award further fees where, as here, the parties were well on their way to agreeing to a license without court intervention. Should other issues arise in completing the licensed work through no fault of Respondent, and the Court finds the fees requested by Respondent are reasonable, the Court may grant an award of reasonable attorneys' fees in connection with that hypothetical future issue upon application by Respondent (*see Matter of Meopta Props. II, LLC v Pacheco*, 185 AD3d 511, 512 [1st Dept 2020] [award of attorneys' and expert's fees are in Court's discretion and dependent on the circumstances of the case]). Therefore, the license is granted in accordance with the conditions provided by this Decision and Order. Should the parties agree to a more detailed and formalized license, akin to the one being negotiated prior to this proceeding being brought, they may submit one to the Court to be so ordered.

Accordingly, it is hereby,

ORDERED that the Petition is granted on the condition that Petitioner agrees to indemnify Respondent and procure a \$1 million per occurrence general commercial liability policy with an aggregate limit of \$4,000,000, and a \$10 million excess/umbrella policy for the project which is the subject of this proceeding with Respondent named as an additional insured on both policies, and on the condition that Petitioner pays Respondent a \$2,000 per month license fee for the duration of the licensed work; and it is further

ORDERED that Respondent's request for a \$1,500,000 bond to be posted by Petitioner is denied; and it is further

ORDERED that Respondent's request for reasonable attorneys' fees and engineering fees is denied considering Petitioner has already paid Respondent \$6,861.25 in attorneys' fees and \$2,500 in engineering fees; and it is further

ORDERED that should further issues arise in the licensed work which caused Respondent to incur further legal and engineering fees, Respondent may renew its application for fees; and it is further

ORDERED that should the parties agree to any further terms and conditions, akin to the license agreement being negotiated pre-litigation, the parties may submit it to this Court via e-mail to SFC-Part33-Clerk@nycourts.gov so any agreed to supplemental terms and conditions may be so-ordered by this Court; and it is further

ORDERED that within ten days of entry, counsel for Petitioner shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

11/10/2025
DATE

Mary V Rosado, JSC
HON. MARY V. ROSADO, J.S.C.

CHECK ONE:

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|-------------------------------------|----------------------------|--------------------------|-----------------------|
| <input checked="" type="checkbox"/> | CASE DISPOSED | <input type="checkbox"/> | NON-FINAL DISPOSITION |
| <input type="checkbox"/> | GRANTED | <input type="checkbox"/> | DENIED |
| <input type="checkbox"/> | GRANTED IN PART | <input type="checkbox"/> | OTHER |
| <input type="checkbox"/> | SETTLE ORDER | <input type="checkbox"/> | SUBMIT ORDER |
| <input type="checkbox"/> | INCLUDES TRANSFER/REASSIGN | <input type="checkbox"/> | FIDUCIARY APPOINTMENT |
| <input type="checkbox"/> | | <input type="checkbox"/> | REFERENCE |

APPLICATION:

CHECK IF APPROPRIATE: