

# UNOFFICIAL COPY

**PREPARED BY:**

Matthew R. Huff, Esq.  
540 N. Dearborn St., Unit 10760  
Chicago, IL 60610-0710



Doc# 2315949202 Fee \$88.00

**MAIL RECORDED INSTRUMENT TO:**

Mr. Anatoliy O. Zeldin  
Mrs. Darya Zeldin  
4201 N. Paulina St., Apt. 2H  
Chicago, IL 60613-1242

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/08/2023 01:38 PM PG: 1 OF 10

## LICENSE AGREEMENT

**This Instrument witnesseth**, that the Licensors, ANATOLIY O. ZELDIN and DARYA ZELDIN, husband and wife, of 4201 North Paulina Street, Unit H, Chicago, Illinois 60613-1242, and the Licensee, RADOSTINA VALERIEVA APOSTOLOVA, a married woman, of 7622 West Berwyn Avenue, Chicago, Illinois 60656-1702, have entered into this License Agreement this 17<sup>th</sup> day of January 2023.

**Whereas** Licensors own a certain parcel of real estate commonly known as 4201 North Paulina Street, Unit H, Chicago, Illinois 60613-1242, hereinafter designated as the Servient Tenement, the legal description of which is attached hereto, incorporated herein, and labeled Exhibit A;

**Whereas** Licensee owns a certain parcel of real estate commonly known as 4201 North Paulina Street, Unit G, Chicago, Illinois 60613-1242, hereinafter designated as the Dominant Tenement, the legal description of which is attached hereto, incorporated herein, and labeled Exhibit B;

**Whereas** Licensors and Licensee both took title to their respective Tenements subject to the Declaration of Easements, Party Walls, Covenants, and Restrictions dated the 21<sup>st</sup> day of June 1962 and recorded the 28<sup>th</sup> day of June 1962 as Document Number 18518879;

**Whereas** Section A of Article V of said Declaration provides as follows:

Each owner, occupant and lessee shall occupy and live on his dwelling site and occupy and use his parking site in a manner consistent with the rights of his neighbors ...

**Whereas** Section C of Article VII of said Declaration provides as follows:

The violation of any restriction or condition or the breach of any covenant or provision herein, in this Declaration contained, shall give the other owners, or any one of them, the right to institute legal proceedings, at law or in equity, to enjoin, abate or remedy such violation or breach.

**Whereas** a wood deck was installed on the east side of the dwelling site of the Dominant Tenement prior to Licensee taking title thereto;

  
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Whereas the stairs attached to said deck encroach by approximately 2.70 feet into the dwelling site of the Servient Tenement, hereinafter designated as the License Area, as delineated on the attachment hereto labeled Exhibit C, which is incorporated herein;

Whereas Licensors and Licensee both desire to promote good relations between neighbors;

Whereas Licensors are willing to forgo their rights under Section C of Article VII of the aforementioned Declaration for the time being and to grant a temporary license for the use of the encroaching stairs, subject to the terms and conditions contained herein; and

Whereas Licensors and Licensee desire to enter into this License Agreement in order to establish said temporary license;

Now therefore, in consideration of the mutual promises, conditions, and undertakings herein and other valuable considerations, Licensors and Licensee, hereinafter collectively designated as the Parties, agree as follows:

1. Recitals. The Parties stipulate to the foregoing recitals as true statements of fact for the purposes of this License Agreement.
2. License Period. Except as otherwise agreed in writing by the Parties, the term of this License Agreement will commence on the 17<sup>th</sup> day of December 2021, hereinafter designated as the Commencement Date, and will continue until the earliest of the following:
  - a. The destruction or replacement of the encroaching stairs by more than fifty percent (50%);
  - b. The sale of, or other transfer of title to, the Dominant Tenement; or
  - c. Licensors' exercise of their option to terminate this License Agreement.
3. License.
  - a. Licensors hereby grant Licensee a License for the above-defined License Period for the exclusive right to use the License Area for continuance, maintenance, and repair of the encroaching stairs and for necessary ingress and egress via said stairs;
  - b. Licensee acknowledges and agrees (i) that she has inspected and is familiar with the License Area; (ii) that she accepts the same and the structure built thereon in their condition AS IS as of the Commencement Date; and (iii) that Licensors have no duty to perform any work, to furnish any materials, or to otherwise prepare the License Area for Licensee's use.
4. License Fee. Licensee will owe Licensors no monthly rent or other fees hereunder so long as she and her tenants promptly vacate and surrender the License Area after the expiration of the License Period.
5. Security Deposit. Licensors trust in Licensee to fully and faithfully perform each and every term, provision, covenant, and condition of this License Agreement; and therefore, Licensee need not deposit any amount with Licensors as security.

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6. Damage and Destruction. Except to the extent caused by the willful misconduct of Licensors, Licensors will have no responsibility to Licensee in the event of any damage to, loss of, or theft of any property of Licensee in the License Area during the License Period; and Licensee will look exclusively to her own insurance coverage, if any, for recovery in the event of any such damage, loss, or theft.
7. Insurance and Indemnity.
- a. Licensee will be required, at all times during the License Term, to maintain, and to provide to Licensors upon demand, evidence of the following policies of insurance:
- i. Dwelling Property Insurance. Coverage of the Dominant Tenement and related structures provided under a Special Form on an all-risks basis with a limit in the amount of the full replacement cost of Licensee's property, including alterations thereto;
  - ii. General Liability Insurance. Coverage for Licensee against any claims arising out of liability for bodily injury, death, personal injury, advertising injury, and property damage occurring in and about the Dominant Tenement and the License Area and otherwise resulting from any acts and operations of Licensee, her agents, contractors, invitees, employees, and tenants, with a combined single limit of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual general aggregate;
  - iii. Umbrella Liability Insurance. Coverage to be excess and follow-form over the above policies and written on an "occurrence" form with a limit of liability of one million dollars (\$1,000,000.00) and no Self-Insured Retention; and
  - iv. Other Insurance. Such other policy or policies as are deemed reasonably necessary by Licensors.
- b. Licensee will indemnify, defend, and hold harmless Licensors from and against any and all claims made or judicial or administrative actions filed that allege that one or both of the Licensors is liable to the claimant (other than to the extent caused by or arising from the adjudicated recklessness or willful misconduct of either of the Licensors) by reason of either of the following:
- i. Any injury to or death of any person, damage to or loss of property, or any other thing occurring on or about the Dominant Tenement or the License Area or in any manner growing out of, resulting from, or connected in any way with the use, condition, or occupancy of the Dominant Tenement or the License Area that is attributable to Licensee or other persons for whose conduct Licensee is legally responsible; or
  - ii. Licensee's use and occupancy of the Dominant Tenement or the License Area, except to such extent that any such claim is caused by or arises from the recklessness or willful misconduct of either of the Licensors.

Except for the adjudicated recklessness and willful misconduct of either of the Licensors, Licensee waives any and all claims against Licensors, and with respect to any loss or damage to the Dominant Tenement or the License Area arising out of or related to the foregoing

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reasons i or ii above, the Parties expressly intend to shift all risk of loss or damage of the Dominant Tenement or the License Area as afore-described to Licensee. The scope of Licensee's indemnity obligation to Licensors will include reimbursement for Licensors' reasonable attorneys' fees and costs incurred in connection with any indemnified claim.

8. Assignment and Sublicensing. The License granted hereunder is personal to Licensee, who may neither assign nor sublicense it without first obtaining the prior written consent of Licensors, which consent Licensors may withhold for any or for no reason; provided, however, that Licensee need obtain no such consent for the ingress and egress of her *bona fide* tenants occupying the Dominant Tenement.
9. Alterations and Restoration. Licensee may make no alterations to the License Area without first obtaining the prior written consent of Licensors.
10. Licensors' Option to Terminate. Licensors may terminate this License Agreement at any time upon not less than sixty (60) days' prior written notice to Licensee. Licensee will have sixty (60) days after the effective date of such notice to remove the encroaching stairs and to otherwise vacate the License Area.
11. Resolution of Additional License Issues in Good Faith. The Parties recognize that this License Agreement is not dispositive of all matters and issues that may arise with respect to the License Area. As and when matters arise during the course of the License Period that are not definitively addressed by the provisions of this License Agreement, the Parties will act reasonably and in good faith endeavor to adjust and resolve such matters.
12. Miscellaneous.
  - a. Counterparts. This License Agreement may be executed in separate counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same agreement.
  - b. Governing Law. This License Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
  - c. Entire Agreement. This License Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and will supersede all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This License Agreement is not intended to confer on any person other than the Parties hereto any rights or remedies hereunder.
  - d. Severability. If a court, administrative agency, or arbitrator determines that any term or provision of this License Agreement or the exhibits hereto is invalid, illegal, or unenforceable, such invalidity or unenforceability will not render the entire License Agreement invalid. Rather, this License Agreement will be construed as if not containing the particular invalid, illegal, or unenforceable provision, and all other provisions of this License Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party.

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- e. Binding Effect. This License Agreement will inure to the benefit of and be binding on the Parties hereto and their respective lawful agents and successors, and nothing in this License Agreement, express or implied, is intended to confer on any other person any rights or remedies of any nature whatsoever under or by reason of this License Agreement.
- f. Amendment and Modification. This License Agreement may be amended, modified, or supplemented only by a written agreement signed by all Parties hereto.
- g. No Constructive Waiver. No failure or delay on the part of any Party hereto in the exercise of any right hereunder will impair such right or be construed as a waiver of, or acquiescence in any breach of, any representation, warranty, or promise herein. No single or partial exercise of any such right will preclude other or further exercise thereof or of any other right.
- h. Cumulative Rights and Remedies. All rights and remedies existing under this License Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
- i. Authority. Each of the Parties represents to the others that (i) she has full power and authority to execute, deliver, and perform this License Agreement; (ii) she has duly and validly executed and delivered this Agreement; and (iii) this Agreement is her legal, valid, and binding obligation, enforceable against her in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and general equity principles.
- j. Third-party Beneficiaries. None of the provisions of this License Agreement will be for the benefit of or enforceable by any third party, including any creditor of any Party. No such third party shall obtain any right under any provision of this License Agreement or shall by reasons of any such provision make any claim in respect of any Liability (or otherwise) against any Party hereto.
- k. Time. Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor. Except as expressly provided herein to the contrary, when one of the Parties is required to do something by this License Agreement, she shall do so at her sole cost and expense without right of reimbursement from the other.
- l. Pronouns. As used herein, the pronouns "he," "she," "they," "his," "hers," "theirs," "him," "her", and "them" will include the masculine, feminine, neuter, and plural thereof, wherever the context and facts require such construction.
- m. Headings. The headings, titles, and subtitles herein are for convenience of reference only and are to be ignored in any construction of the provisions hereof.
- n. Notices. All notices, demands, requests, or other communications required or permitted hereunder will be in writing and will be given either by personal delivery or via USPS Priority Mail Express, UPS 2<sup>nd</sup> Day Air, or FedEx 2Day to the recipient Party at the following address:

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i. For communications to Licensors:  
 ANATOLIY O. ZELDIN and DARYA ZELDIN  
 4201 N. Paulina St., Apt. 2H  
 Chicago, IL 60613-1242

ii. For communications to Licensee:  
 RADOSTINA VALERIEVA APOSTOLOVA  
 7622 W. Berwyn Ave.  
 Chicago, IL 60656-1702

Communications sent via email or facsimile transmission are permissible. If one Party gives the others notice of a change of address, the others will address all further communications to said Party only as specified in said notice. If one Party gives the others notice of representation by counsel, the others will only contact said Party through her attorney.

In witness whereof, the Licensors have hereunto set their hands this 20 day of January 2023.

  
 \_\_\_\_\_  
 ANATOLIY O. ZELDIN

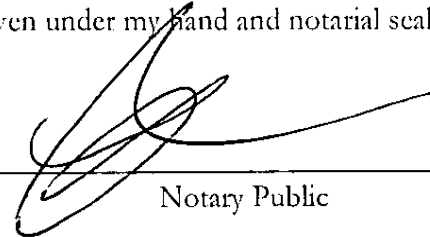
  
 \_\_\_\_\_  
 DARYA ZELDIN

STATE OF ILLINOIS

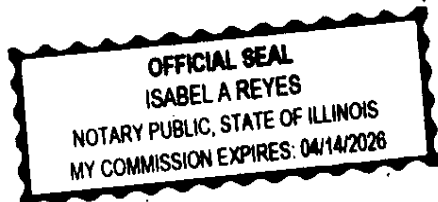
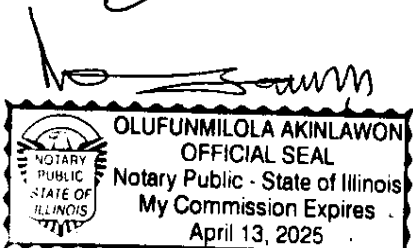
COUNTY OF ~~COOK~~ Lake } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANATOLIY O. ZELDIN and DARYA ZELDIN personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of January 2023.

  
 \_\_\_\_\_  
 Notary Public

My commission expires: 4-14-2026



FOR ANATOLIY O. ZELDIN

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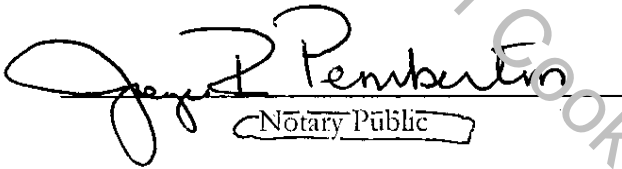
In witness whereof, the Licensee has hereunto set her hand this 17 day of January 2023.

  
RADOSTINA VALERIEVA APOSTOLOVA

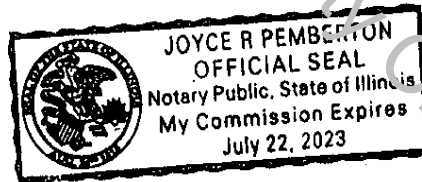
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RADOSTINA VALERIEVA APOSTOLOVA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of January 2023.

  
Notary Public

My commission expires: 07/22/2023



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## EXHIBIT A LEGAL DESCRIPTION OF SERVIENT TENEMENT

Parcel 1: That part of Lots 13 and 14, taken as a tract, in Block 27 in Ravenswood in Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in the County of Cook in the State of Illinois, described as follows:

That part of Lots 13 and 14, taken as a tract, lying East of a line drawn from a point on the North line of said Lot 14 that is 72.17 feet East of the Northwest corner thereof to a point on the South line of said Lot 13 that is 71.82 feet East of the Southwest corner thereof and lying South of a line described as commencing at a point on the last described line that is 67.75 feet South of the North line of said Lot 14; thence East at a right angle 20.50 feet; thence South at a right angle 4.50 feet; thence East at a right angle 17.00 feet; thence South at a right angle 4.00 feet; thence East at a right angle 24.75 feet; thence South at a right angle 0.50 feet; thence East 30.77 feet, more or less, to a point on the East line of said Lot 13 that is 76.75 feet South of the Northeast corner of said Lot 14;

Parcel 2: Easements for the benefit of Parcel 1 aforesaid for ingress and egress, as set forth in the Declaration of Easements, Party Walls, Covenants, and Restrictions, and Exhibit 1 thereto attached, dated the 21<sup>st</sup> day of June 1962 and recorded the 28<sup>th</sup> day of June 1962 as Document Number 18518879 in the County of Cook in the State of Illinois.

Commonly Known As: 4201 North Paulina Street, Unit H  
Chicago, Illinois 60613-1242

Permanent Index Numbers: 14-18-410-037-0000



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## EXHIBIT B

### LEGAL DESCRIPTION OF DOMINANT TENEMENT

Parcel 1: That part of Lots 13 and 14, taken as a tract, in Block 27 in Ravenswood in Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in the County of Cook in the State of Illinois, described as follows:

That part of Lots 13 and 14, taken as a tract, lying East of a line drawn from a point on the North line of Lot 14 that is 72.17 feet East of the Northwest corner thereof to a point on the South line of said Lot 13 that is 71.82 feet East of the Southwest corner thereof, lying South of a line described as commencing at a point where the first-described line intersects a line that is 55.75 feet South of the North line of said Lot 14 (as measured at a right angle to the North line of said Lot 14); thence East on said line that is 55.75 feet South of the North line of said Lot 14 (as measured at a right angle to the North line of said Lot 14) 64.25 feet; thence North at a right angle 0.50 feet; thence East 28.69 feet, more or less, to a point on the East line of said Lot 13 that is 55.25 feet South of the Northeast corner of said Lot 14, and lying North of a line described as commencing at a point on the first-described line that is 67.75 feet South of the North line of said Lot 14; thence East at a right angle 20.50 feet; thence South at a right angle 4.50 feet; thence East at a right angle 17.00 feet; thence South at a right angle 4.00 feet; thence East at a right angle 24.75 feet; thence South at a right angle 0.50 feet; thence East 30.77 feet, more or less, to a point on the East line of said Lot 13 that is 76.75 feet South of the Northeast corner of said Lot 14;

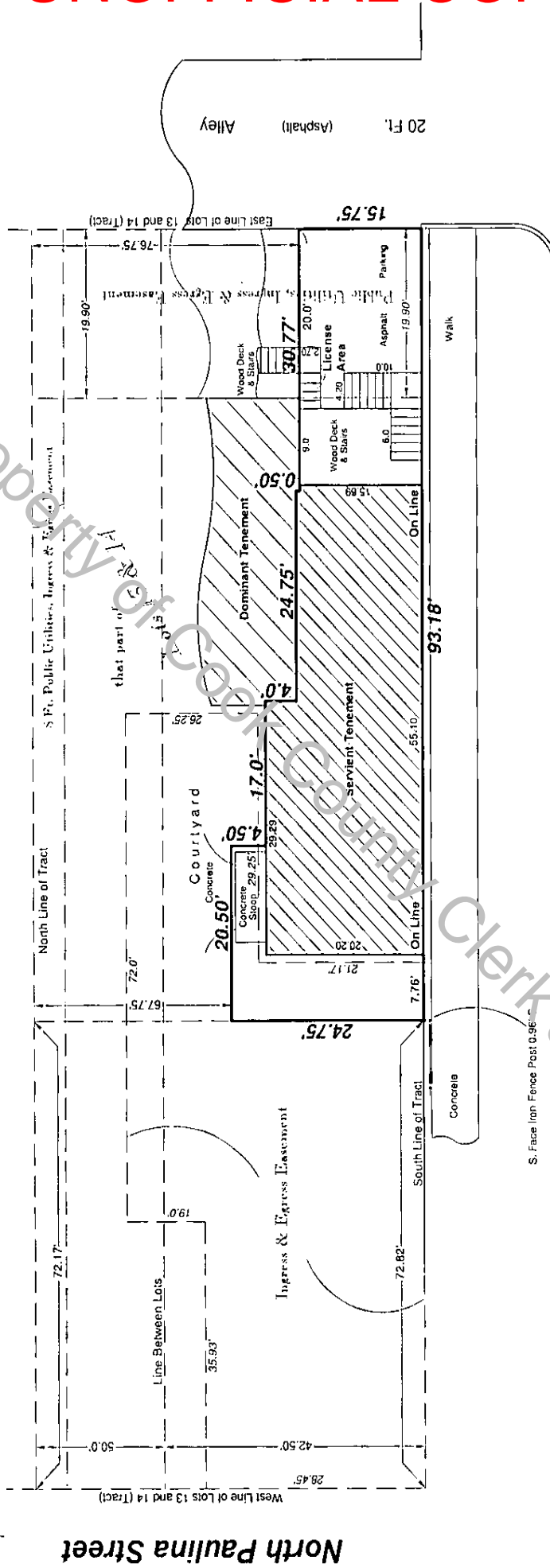
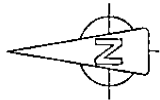
Parcel 2: Easements for the benefit of Parcel 1 aforesaid for ingress and egress, as set forth in the Declaration of Easements, Party Walls, Covenants, and Restrictions, and Exhibit 1 thereto attached, dated the 21<sup>st</sup> day of June 1962 and recorded the 28<sup>th</sup> day of June 1962 as Document Number 18518879 in the County of Cook in the State of Illinois.

Commonly Known As: 4201 North Paulina Street, Unit G  
Chicago, Illinois 60613-1242

Permanent Index Numbers: 14-18-410-036-0000

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## Exhibit C



### West Berteau Avenue

**Legend**

- N. = North
- S. = South
- E. = East
- W. = West
- (TYP) = Typical
- Rec = Record
- Meas = Measure
- St. = Street
- Ave. = Avenue

Decimal/Inch	Conversions
0.01" = 1/8"	0.58" = 7"
0.02" = 1/4"	0.17" = 2"
0.03" = 3/8"	0.57" = 6"
0.04" = 1/2"	0.63" = 10"
0.05" = 5/8"	0.42" = 5"
0.06" = 3/4"	0.50" = 6"
0.07" = 7/8"	1.00" = 12"

Scale: 1 inch equals 12 Feet.

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