



a Declaration of Condominium pursuant to the Illinois Condominium Property Act for the Residences at River East Center Condominium ("Condominium Declaration"). That portion of the Real Estate declared to be a condominium is legally described on Exhibit "C" attached to this Claim (the "Condominium Parcel").

4. Maron does not claim a lien on the Condominium Parcel.
5. The remainder of the Real Estate was not submitted to the provisions of the Condominium Declaration or the Illinois Condominium Property Act. The Real Estate other than that described in Exhibit "C" to this Claim is referred to in this Claim as the "Commercial Property."
6. At all times since September 1, 1999, Subsequent Owner has owned in fee simple and possibly otherwise, the Commercial Property. Pursuant to that certain Declaration of Easements and Operating Requirements for River East Center Chicago, Illinois, made by Subsequent Owner and recorded on November 15, 2001 ("Declaration of Easements"), the Commercial Property was divided into the "Garage Parcel", "the "Retail Parcel", and the "Hotel Parcel". The Legal Description of each are set forth on Exhibit "D" attached hereto and made a part hereof.
7. On a date unknown to Maron, Original Owner entered into a contract with Morse Diesel International, Inc., now known as AMEC Construction Management, Inc., which has an office at 125 South Wacker Drive, Suite 200, Chicago, Illinois 60606 ("General Contractor") for certain construction services to be performed on and at the Real Estate.
8. Maron entered into a written Subcontract Agreement ("Subcontract") with General Contractor dated as of February 4, 1999, pursuant to which Maron agreed to perform certain construction services, including all necessary supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the electrical work (as more fully set forth in the Subcontract) for buildings to be erected in the Commercial Property under the Contract between General Contractor and Original Owner and its successors and assigns at River East Center on the Real Estate in exchange for payments of an original Subcontract price of Nine Million Seven Hundred Twenty Five Thousand Nine Hundred Twenty Dollars (\$9,725,920.00), subject to increase for additional or changed work.
9. Maron commenced work under the Subcontract on March 25, 1999.
10. Maron performed extra and additional work and furnished extra and additional materials and labor at the request and direction of General Contractor in the amount of Two Million Two Hundred Forty Nine Thousand Two Hundred Four Dollars (\$2,249,204.00) so that the extent and value of Maron's work under the Subcontract totalled Eleven Million Nine Hundred Seventy Five Thousand One Hundred Twenty Four Dollars (\$11,975,124.00).

11. Seventy Five Hundred Dollars (\$7,500.00) of that work remains to be performed by Maron under the Subcontract and Maron reserves the right to add that work to this Lien Claim upon completion.
12. Maron has been paid the sum of Eleven Million Two Hundred Eighty Two Thousand Eight Hundred Forty Three Dollars (\$11,282,843.00), leaving a principal balance of Six Hundred Eighty Four Thousand Seven Hundred Eighty One Dollars (\$684,781.00) due and owing to Maron, which principal amount bears interest at the statutory rate of ten percent (10%) per annum. Maron is not including in its Lien Claim Twenty Nine Thousand Five Hundred Seven Dollars (\$29,507.00) which is allocable to the Condominium Parcel.
13. Maron hereby revokes any waiver of lien given in advance of payment for which payment was not made.
14. The Contract with General Contractor was entered into by Original Owner and Maron's work was performed with the knowledge and consent of Original Owner and Subsequent Owner. Alternatively, Original Owner and Subsequent Owner authorized or knowingly permitted General Contractor to enter into subcontracts for the improvement of the Real Estate. Alternatively, Original Owner, and at all relevant times, Subsequent Owner authorized or knowingly permitted Maron's work under the Subcontract for the improvement of the Real Estate.
15. Maron has substantially completed all work required to be done under the Subcontract. Maron last performed work under the Subcontract on June 21, 2002.
16. Maron's work benefitted the entire Commercial Property.
17. As of the date hereof, after allowing all credits, there is due, unpaid and owing to Maron and included in this Lien Claim, the principal sum of Six Hundred Fifty Five Thousand Two Hundred Seventy Four Dollars (\$655, 274.00). Maron is not including in its Lien Claim Twenty Nine Thousand Five Hundred Seven Dollars (\$29,507.00) which is allocable to the Condominium Parcel and which amount is also due and payable to Maron.
18. Maron last performed work under the Subcontract on the Commercial Property less than four (4) months prior to the recording of this Claim of Mechanic's Lien.
19. Maron claims a Mechanic's Lien for the lienable principal amount of Six Hundred Fifty Five Thousand Two Hundred Seventy Four Dollars (\$655, 274.00), plus interest on and against the Commercial Property and any other improvements thereon.

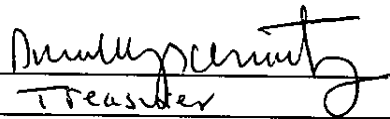
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20. Maron states that no allocation or apportionment of this Claim is required by law, however, in the event allocation or apportionment is held to be required, and only in that event, Maron then claims a lien in the principal amount stated above and apportions its Claim on the Commercial Property as further allocated as set forth on Exhibit "E" attached hereto and made a part hereof, for a total principal amount claimed as a Mechanics Lien of Six Hundred Fifty Five Thousand Two Hundred Seventy Four Dollars (\$655,274.00).

Dated: October 1, 2002

MARON ELECTRIC COMPANY, an Illinois  
corporation

By:   
Its: Treasurer

STATE OF ILLINOIS) ) SS  
COUNTY OF COOK)

## VERIFICATION

I, Donald J. Schwartz being first duly sworn on oath depose and state that I am the Treasurer of Maron Electric Company, an Illinois corporation, am authorized to execute this Subcontractor's Claim for Mechanics Lien on behalf of Maron, that I have read the foregoing Subcontractor's Claim for Mechanics Lien and know the contents thereof, and that the statements contained therein are true.

Amulya Priya

Subscribed and sworn to before me  
this 7th day of ~~September~~, 2002 Oct. 2002

*Helen Brook*  
NOTARY PUBLIC  
My Commission Expires 11/21/00

NOTARY PUBLIC, STATE OF ILLINOIS  
HELEN BROOK  
"OFFICIAL SEAL"

"OFFICIAL SEAL"  
HELEN BROOK  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 11/21/00

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## RIVER EAST CENTER EXHIBIT "A"

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River East, L.L.C.  
c/o Michael A. Moynihan  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

River East, L.L.C.  
c/o River East, Inc.  
455 East Illinois Street  
Suite 565  
Chicago, Illinois 60611

River East, L.L.C.  
Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

Center at River East, L.L.C.  
c/o Michael A. Moynihan  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

Center at River East, L.L.C.  
c/o River East, Inc.  
455 East Illinois Street  
Suite 565  
Chicago, Illinois 60611

Center at River East, L.L.C.  
Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

Royal Bank of Scotland PLC  
Waterhouse Square  
138-142 Holburn  
London, EC 1N2TH

Royal Bank of Scotland, PLC  
101 Park Avenue, 10<sup>th</sup> Floor  
New York, New York 10175  
Attention: Real Estate Lending

DeStefano & Partners  
455 East Illinois Street  
Chicago, Illinois 60611

AMEC Construction Management, Inc.  
125 South Wacker Drive  
Suite 200  
Chicago, Illinois 60606

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**RIVER EAST CENTER  
EXHIBIT B  
LEGAL DESCRIPTION OF THE PROPERTY**

**21117936**

## **Legal Description per Plat of Survey**

### **Parcel 1**

Lot 1 in Block 2 (excepting the southerly 9.33 feet of said Lot 1 and excepting the Northerly 5 feet 2 inches of said Lot 1) in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, according to the plat thereof recorded February 24, 1987 as document 87106320, in Cook County, Illinois; ALSO,

### **Parcel 2**

Lot 2 in Block 2 (excepting the southerly 9.33 feet of said Lot 2 and excepting the Northerly 5 feet 2 inches of said Lot 2) in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, according to the plat thereof recorded February 24, 1987 as document 87106320, in Cook County, Illinois; ALSO,

### **Parcel 3**

The North 5 feet 2 inches of the South 9.33 feet of Lots 1 and 2 in Block 2 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, according to the plat thereof recorded February 24, 1987 as document 87106320, in Cook County, Illinois.

But excluding the portion of the Property subject to the Declaration of Condominium recorded as Document No. 0011072757 in Cook County, Illinois.

## **Legal Description per Plat of Subdivision**

Lots 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N and 3P in River East Center Subdivision, being a resubdivision of Parts of Lot 1 and 2 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBERS: 17-10-218-001; 17-10-218-002; and 17-10-218-003

COMMONLY KNOWN AS: 300-360 East Illinois Street  
Chicago, Illinois 60611

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RIVER EAST CENTER  
EXHIBIT C  
LEGAL DESCRIPTION OF CONDOMINIUM PARCEL

LOTS 4A, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, AND 4K IN RIVER EAST CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOT 1 AND 2 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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**RIVER EAST CENTER  
EXHIBIT D  
LEGAL DESCRIPTION OF COMMERCIAL PARCEL**

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**Retail Parcel**

Lots 1A, 1B, 1C, 1D, 1E, and 1F in River East Center Subdivision Being a resubdivision of part of Lot 1 and 2 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

**Hotel Parcel**

Lots 2B, 2C, 2D, 2E, 2F, 2G, 2H and 2I in River East Center Subdivision, Being a resubdivision of part of Lot 1 and 2 in Block 2 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

**Garage Parcel**

Lots 2A, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 3J, 3K, 3L, 3M, 3N, and 3P in River East Center Subdivision Being a resubdivision of part of Lot 1 and 2 in Block 2 in Cityfront Center, being a resubdivision in the North Fraction of Section 10, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

NOTE: Lot 2A is the perimeter Lot at +/- ground level which gives the Garage owner the right to any future vacation of streets.

**EXHIBIT "E" TO SUBCONTRACTOR'S CLAIM FOR MECHANICS LIEN** 21117936  
**(ALLOCATION & APPORTIONMENT)**

General Contractor owes the entirety of the sum of \$655,274 to Maron. Maron maintains that no allocation or apportionment of the \$655,274 amount thereof owing to Maron is required. Nor is any allocation or apportionment practicable.

In the event any such allocation or apportionment is deemed required, Maron allocates the \$655,274 amount owing to Maron as set forth below. By so allocating or apportioning, Maron does not admit such allocation or apportionment is legally required or is practicable and does not waive, but instead expressly reserves, all of Maron's rights against General Contractor, Original Owner, and Subsequent Owner for the entirety of the principal sum due of \$655,274 plus interest, costs and attorneys' fees.

Without waiving the foregoing, in the event that allocation or apportionment of the Commercial Property is deemed required, no precise dimensional allocation is practicable and Maron therefore allocates the foregoing \$655,274 principal sum as follows:

The Declaration of Easements provides various percentage allocations for the allocation of costs to a Parcel as specifically set forth in Exhibit 4.11 to the Declaration of Easements. The Declaration of Easements divides the Property into four separate parcels including the Hotel Parcel, the Retail Parcel, the Garage Parcel, and the Condominium Parcel and allocates certain costs among them based upon square footage. Each of the foregoing Parcels is made up of various subdivided lots as set forth on the legal descriptions included with this Lien Claim. Because there is no square footage allocation for the subdivided lots in the Declaration of Easements, or any other document to allow allocation among the various subdivided lots and because of the complexity and interrelationship of the various subdivided lots which make up each Parcel, Maron states that an allocation to each of the subdivided lots is not possible or practicable. The nature of a vertical subdivision such as that created at the Property is significantly different from a subdivision of lots for single family homes.

Accordingly, Maron allocates the foregoing \$655,274 principal sum among the Garage Parcel, Retail Parcel, and Hotel Parcel as follows:

GARAGE PARCEL	\$98,291.00
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Maron provided its last work to the Garage Parcel on June 21, 2002.

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RETAIL PARCEL                      \$157,266.00

Maron provided its last work to the Retail Parcel on June 21, 2002.

HOTEL PARCEL                      \$399,717.00

Maron provided its last work to the Hotel Parcel on October 1, 2001.

This allocation is intended to reflect, to the best of Maron's ability, the actual percentages of the work for which monies are still owed and allocated between the Retail Parcel, the Hotel Parcel and the Garage Parcel. This allocation includes an allocation of earned retainage which Maron is not able to allocate specifically and which, accordingly, has been allocated based on the dollar amounts allocated to each of the Parcels.

Without waiving the foregoing, in the event that further allocation or apportionment of the lots in the Garage Parcel is deemed required, no precise dimensional allocation is practicable as set forth above and Maron, therefor, allocate the foregoing \$98,291.00 of the principal sum to the lots in the Garage Parcel as follows:

Lot 2A	\$6,143.19
Lot 3A	\$6,143.19
Lot 3B	\$6,143.19
Lot 3C	\$6,143.19
Lot 3D	\$6,143.19
Lot 3E	\$6,143.19
Lot 3F	\$6,143.19
Lot 3G	\$6,143.19
Lot 3H	\$6,143.19
Lot 3I	\$6,143.19
Lot 3J	\$6,143.19
Lot 3K	\$6,143.19
Lot 3L	\$6,143.19
Lot 3M	\$6,143.19
Lot 3N	\$6,143.19
Lot 3P	\$6,143.19

Without waiving the foregoing, in the event that further allocation or apportionment of the lots in the Retail Parcel is deemed required, no precise dimensional allocation is practicable and Maron, therefor, allocates the foregoing \$157,266.00 of the principal sum to the lots in the Retail Parcel as follows:

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Lot 1A	\$26,211.00
Lot 1B	\$26,211.00
Lot 1C	\$26,211.00
Lot 1D	\$26,211.00
Lot 1E	\$26,211.00
Lot 1F	\$26,211.00

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Without waiving the foregoing, in the event that further allocation or apportionment of the lots in the Hotel Parcel is deemed required, no precise dimensional allocation is practicable and Maron, therefor, allocates the foregoing \$399,717.00 of the principal sum to the lots in the Hotel Parcel as follows:

Lot 2B	\$49,964.63
Lot 2C	\$49,964.63
Lot 2D	\$49,964.63
Lot 2E	\$49,964.63
Lot 2F	\$49,964.63
Lot 2G	\$49,964.63
Lot 2H	\$49,964.63
Lot 2I	\$49,964.63