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ORIGINAL CONTRACTOR'S CLAIM FOR MECHANIC'S LIEN



NOTICE

Doc#: 0702245016 Fee: \$19.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/22/2007 09:55 AM Pg: 1 of 5

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

S.L. DESIGN, INC. D/B/A STRUCTURAL ENTERPRISES)
)
)
CLAIMANT,)
)
)
v.)
)
CHICAGO H&S HOTEL PROPERTY, LLC)
COLUMN FINANCIAL, INC.)
)
DEFENDANTS.)
)

The claimant, S.L. DESIGN, INC. D/B/A STRUCTURAL ENTERPRISES, of 8 S. Michigan Ave., Suite 3700, Chicago, IL 60603, in the County of Cook, hereby serves a notice for lien against CHICAGO H&S HOTEL PROPERTY, LLC, a Delaware limited liability company having an address c/o The Falor Companies, 8609 W. Bryn Mawr Ave., Suite 309, Chicago, Illinois, in the County of Cook (hereinafter, "Owner"), and Column Financial, Inc., and Wells Fargo Bank, N.A., as Trustee (hereinafter, "Lenders"), and states:

That on the 19th Day of December, 2005, the Owner was the owner of the following described land and improvements:

Street Address: 71 E. Wacker Drive, Chicago, Illinois 60601
Permanent Index Nos.: 17-10-300-006-0000; 17-10-300-007-0000; 17-10-300-006-0000; 17-10-300-009-0000; 17-10-300-010-0000
Legal Description: SEE EXHIBIT A ATTACHED

That S.L. DESIGN, INC. D/B/A STRUCTURAL ENTERPRISES was a contractor to Owner for the provision of construction management services, for the improvement of the above-stated improved land, and that on or about the 19th Day of December, 2005, the Claimant made a contract with the Owner to provide management and supervision services for the benefit of Owner at and to the above-stated property, for the sum of \$1,025,000.00 (One Million Twenty-Five Thousand Dollars), and that by December 31, 2006, the claimant had provided services requested to be done under said contract, having value in excess of the sum of \$1,025,000.00, as set forth in the document attached as Exhibit B hereto;

That said Owner is entitled to credits thereof in the sum of \$691,562.50, leaving due, unpaid, and owing to the Claimant, after all credit due, the sum of \$333,437.50 (Three Hundred Thirty-Three Thousand Four Hundred Thirty-Seven and One Half Dollars), for which, with interest, the Claimant claims a lien on said land and improvements.

Dated this 19th day of January, 2007
S.L. Design, Inc., d/b/a Structural Enterprises

by: 
Sam Mackstoud, principal

Mail to: _____ Prepared by:

Jeffrey P. Smith
1603 Orrington, #800
Evanston, IL 60201

Jeffrey P. Smith
1603 Orrington, #800
Evanston, IL 60201



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County of Cook)
State of Illinois) ss

AFFIDAVIT

I, Sam Macksoud, under penalty of perjury as provided by law pursuant to §1-109 of the Code of Civil Procedure, state that I am an officer and the principal of S.L. Design, Inc., d/b/a Structural Enterprises, that I have read the foregoing Notice and Claim for Lien, that I know the contents therefore, and that all the statements therein are true.

Name: S. Macksoud
Title: Sam Macksoud
principal

January 19, 2007

Property of Cook County Clerk's Office

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Exhibit A

Legal Description

LAND

Parcel 1

LOTS 6, 7, AND 8 IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8, AND 10 TO 19 INCLUSIVE IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 2

LOTS 20 AND 21 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 3

ALL OF THE VACATED ALLEY LYING BETWEEN LOT 8, IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8 AND 10 TO 19 INCLUSIVE IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO AFORESAID AND LOT 20 IN BLOCK 4 IN SAID FORT DEARBORN ADDITION, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY Exhibit B

STRUCTURAL ENTERPRISES

Thursday, December 28, 2006

COPY

Dear Chris:

This letter is to re-affirm in certain respects and modify in other respects the Construction Management Agreement dated December 2, 2005 and executed by you as "Owner" and Structural Enterprises as "Construction Manager" (or "CM") on December 19, 2005 and December 9, 2005, respectively ("2005 Agreement").

This letter will confirm that we both agree on the following:

- Structural Enterprises performed all its duties and obligations on the Hotel Solis/Hotel 71 Project designated in the 2005 Agreement ("Project"), and in particular provided all the services contemplated under Article 2, "Scope of Work" and Article 6, "Duties of the Construction Manager."
- Due to circumstances which were not the fault of Structural Enterprises, the completion dates set forth in Article 5 of the 2005 Agreement have not been met.
- As of December 31, 2006, Structural Enterprises has delivered labor and services with value equal to or greater than the contract amount of the 2005 Agreement (\$1,025,000.00).
- Owner has paid Structural Enterprises \$691,562.50 of the contract amount agreed to in Article 4 of the 2005 Agreement, has not made payment for services performed from June 1, 2006 through December 31, 2006, owes Structural Enterprises \$333,437.50 under the 2005 Agreement.

Therefore, Structural Enterprises will continue to work on the Project as follows:

1. CM will continue to provide the same scope of Construction Management services as provided to date, in the same manner;
2. Owner will pay \$115,312.50 of the outstanding balance under the 2005 Agreement before January 21, 2007 and will pay CM the remainder of the balance in the following amounts on the following dates:

Renovation &
Restoration
Contractor

\$115,312.50
\$102,500.00

Date: February 28, 2007
Date: March 30, 2007

Specialty
Contracting in
Wood,
Stone &
Metal



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STRUCTURAL ENTERPRISES

3. Structural Enterprises will provide additional construction management services, beginning January 1, 2007, on a monthly flat fee basis. In addition to the balances owing under the 2005 Agreement, Owner will pay CM a flat monthly fee of \$35,000 for each month beyond January 1, 2007 that CM provides construction management services on the Project, within 60 days of the end of that month.

4. Article 3, 4, and 5 of the 2005 Agreement are deleted. As the scope to completion continues to be determined by Owner, the Project shall continue to completion. No payment under the 2005 Agreement or this extension is contingent upon any percentage of completeness of work by other contractors of Owner. CM is providing services and Owner is paying for those services. All other Articles of the 2005 Agreement are reaffirmed and extended.

5. So long as Owner makes the payments set forth above, CM will not exercise its rights to terminate and/or declare default and/or to enforce or sue for damages under the 2005 Agreement. However, if Owner fails to make timely payment of the amounts set forth in paragraphs 2 and 3 above, CM may declare this extension terminated, will have no further obligation to provide any services, and may exercise any remedy or remedies set forth in the 2005 Agreement as well as any other remedies available under law.

6. However, Structural Enterprises will grant Owner a reasonable timeframe to review and sign this letter and will remain on as Owner's CM without a contract until January 15, 2007.

Please indicate your acceptance by signing and returning a copy of this letter.

Very truly yours,

Scott Lewis

S.L. Design, Inc., d/b/a Structural Enterprises

AGREED:

Chris Falor

individually and on behalf of

Chicago H&S Hotel Property LLC

Renovation &
Restoration
Contractor

Specialty
Contracting in
Wood,
Stone &
Metal

8 S. Michigan Avenue, Suite 3700

Chicago, IL 60603

(312) 332 4500 TEL

(312) 276 4510 FAX

www.structuralenterprises.com

** RIGHT TO RESCIND/CANCEL with 24 Hours NOTICE*

(PF)

GFU