

# UNOFFICIAL COPY

**SUBCONTRACTORS  
NOTICE AND CLAIM FOR  
MECHANICS' LIEN**



Doc#: 0905754081 Fee: \$31.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/26/2009 03:00 PM Pg: 1 of 5

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

IN THE OFFICE OF THE  
RECORDER OF DEEDS  
OF COOK COUNTY

3

**SKYLINE PLASTERING, INC.,**

Claimant,

vs.

**LORIENT, LLC, ARBORETUM OF  
SOUTH BARRINGTON, LLC,  
EUROHYPO A.G., COOPER'S  
HAWK WINERY & RESTAURANT,  
JAFFE COMPANIES,  
AND UNKNOWN OWNERS  
AND NON-RECORD CLAIMANTS,**

Defendants.

To: Via Certified Mail, return receipt requested:

See attached service list

The claimant, Skyline Plastering, Inc. (hereinafter "Skyline"), of Carol Stream, Illinois, hereby files notice and claim for its lien on the Real Estate (as hereinafter described) and on all funds held in connection with the improvements constructed on the Real Estate, and against Arboretum of South Barrington, LLC (hereinafter "Owner"), Cooper's Hawk Winery & Restaurant, (hereinafter "Tenant"), Lorient, LLC (hereinafter "General Contractor"), Jaffe Companies as agent for the Owner, and Unknown Owners and Non-Record Claimants.

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1. On or before August 18, 2008, Owner was the record holder of title to the following described land (hereinafter the "Real Estate") in the County of Cook, State of Illinois:

***Address of Property: 100 W. Higgins Road  
Suite V-1  
South Barrington, IL 60480-1200***

***Legal description:***

***LOT 8 OF ARBORETUM OF SOUTH BARRINGTON SECOND RESUBDIVISION BEING A RESUBDIVISION OF LOT 6 IN ARBORETUM OF SOUTH BARRINGTON FIRST RESUBDIVISION, A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0812122096 IN THE COUNTY OF COOK.***

***PIN: 01-22-209-013-0000; 01-22-209-014-0000; 01-22-209-015-0000; 01-22-209-016-0000.***

2. On information and belief on or before August 18, 2008, Tenant entered into a written lease agreement with Owner. Although the exact terms of the lease agreement are unknown to Skyline, upon information and belief, the terms of the lease agreement between Tenant and Owner provided for the improvement of the Real Estate with the construction of a new restaurant building to be used in the operation of a restaurant by Tenant.

3. On information and belief, on or before August 18, 2008, Owner, or in the alternative the Tenant with the acquiescence and knowledge of Owner, entered into an agreement with General Contractor (hereinafter the "General Contract"), for the improvement of the Real Estate with a restaurant building.

4. On or about August 18, 2008, General Contractor entered into a contract with Skyline (hereinafter "Skyline Subcontract"), under which Skyline agreed to

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perform certain plaster/stucco work for the improvement of the Real Estate for which Skyline was to be paid the sum of Forty Nine Thousand and 00/100's Dollars (\$ 49,000.00). Sometime thereafter, certain extra work was requested and agreed to by the General Contractor and Skyline for the additional cost of Thirty Eight Thousand One Hundred Thirty Eight and 00/100's Dollars (\$ 38, 138.00). The total adjusted contract amount came to Eighty Seven Thousand One Hundred Thirty Eight and 00/100's Dollars (\$ 87,138.00).

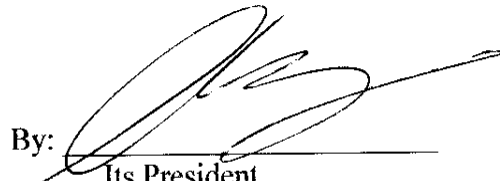
5. The Skyline Subcontract was entered into with the full knowledge and consent of the Owner and/or Tenant (with the knowledge of Owner). Alternatively, Owner and/or Tenant (with the knowledge of Owner), authorized General Contractor to enter into subcontracts for the improvement of the Real Estate in furtherance of the General Contract.

6. On November 29, 2008, Skyline completed its work as required under the Skyline Subcontract.

7. As of the date hereof, there is due, unpaid and owing to Skyline, after allowing all credits and set-offs, the sum of Eighty Seven Thousand One Hundred Thirty Eight and 00/100's Dollars (\$ 87,138.00) for which, with interest of 10 % per annum and attorney's fees, Skyline claims a lien on the Real Estate, the Leasehold interest of Tenant, and on the monies or other consideration due or to become due from the Owner or Tenant to the General Contractor.

Dated: February 24, 2009.

Skyline Plastering, Inc.

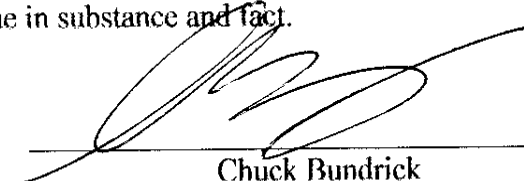
By:   
Its President

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## Verification

STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF DUPAGE    )

The undersigned, Chuck Bundrick, being first duly sworn on oath, deposes and states that he is the president of Skyline Plastering, Inc., that he has read the foregoing Notice and Claim for Lien and knows the contents thereof, and that all statements contained therein are true in substance and fact.

  
 \_\_\_\_\_  
 Chuck Bundrick

Subscribed and Sworn to me  
 This 25<sup>th</sup> day of February, 2009.

  
 \_\_\_\_\_  
 Notary Public  
 OFFICIAL SEAL  
 M. SPISOV/SKRY  
 NOTARY PUBLIC-STATE OF ILLINOIS  
 MY COMMISSION EXP. JULY 01, 2009

My commission expires: July 01, 2009

THIS INSTRUMENT WAS PREPARED BY  
 AND SHOULD BE RETURNED TO:

Jeffrey S. Keller  
 P.O. Box 450  
 Warrenville, Illinois 60555  
 Telephone (630) 393-3834

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## SERVICE LIST

Lorient, LLC  
23820 West Evans Street  
Plainfield, IL 60544

Cooper's Hawk Winery & Restaurant  
100 W. Higgins Road, Suite V-1  
South Barrington, IL 60480-1200

Jaffe Companies  
400 Skokie Boulevard, Suite 405  
Northbrook, IL 60062

Arboretum of South Barrington, LLC  
c/o RREEF  
101 California Street, 26<sup>th</sup> Floor  
San Francisco, CA 94111

Property of Cook County Clerk's Office