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STATE OF ILLINOIS     )  
  ) ss:  
COUNTY OF COOK        )

Doc#: 0924734049 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/04/2009 11:40 AM Pg: 1 of 16

## ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

The claimant, **OSTRANDER CONSTRUCTION INC.**, an Illinois corporation ("**Lien Claimant**"), with an address at 2001 Butterfield Road, Suite 1120, Downers Grove, Illinois 60515, hereby files its original contractor's claim for mechanics lien on the real estate (and any and all improvements located thereon) legally described on Exhibit A, attached hereto and made a part hereof (the "**Property**"), and against the Property interests of each of the following:

Gera 6400 Shafer LLC ("**Owner**")  
Registered Agent: National Registered Agents Inc.  
200 West Adams Street  
Chicago, Illinois 60606

Seasons Hospice, Inc., d/b/a Seasons Hospice & Palliative Care ("**Party in Interest**")  
Registered Agent: Abraham J. Stern  
10 South Wacker Drive, 40<sup>th</sup> Floor  
Chicago, Illinois 60606

Grubb & Ellis Management Services, Inc. ("**Property Manager**")  
Registered Agent: National Registered Agents Inc.  
200 West Adams Street  
Chicago, Illinois 60606

Tremont Net Funding II, LLC ("**Lender**")  
Registered Agent: The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

and any other person claiming an interest in the Property by, through, or under Owner.

Lien Claimant states as follows:

1. On or about February 10, 2009, and subsequently, Owner owned fee simple title to or had an interest in the Property located in Cook County, Illinois, commonly known as 6400 Shafer Court, Suite 700, Rosemont, Illinois 60018, and legally described on Exhibit A.

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The permanent real estate tax number for the Property is: **12-03-100-015-0000**.

2. Lien Claimant made a contract (the "**Contract**") dated February 10, 2009, with Party in Interest, under which Lien Claimant agreed to provide all necessary labor, material, and work to perform a tenant build-out of the Property for the original contract amount of \$427,169.00. A copy of the contract is attached hereto as Exhibit B.

3. Owner, as landlord under a lease agreement with Party in Interest, as tenant, knowingly permitted Party in Interest to enter into the Contract for the improvement of the Property.

4. Lien Claimant performed additional work in the amount of \$57,700.00 at the request of Party in Interest, knowingly permitted by Owner as aforesaid.

5. Lien Claimant completed the work for which Lien Claimant claims a lien on or about June 15, 2009.

6. As of the date hereof, there is due, unpaid, and owing to Lien Claimant, after allowing all credits, the principal sum of \$484,869.00, which principal amount bears interest at the statutory rate of ten percent (10%) per annum. Lien Claimant claims a lien on the Property (including all land and improvements thereon) in the amount of **\$484,869.00**, plus interest.

Dated: September 4, 2009

**OSTRANDER CONSTRUCTION INC.,**  
an Illinois corporation

By   
Attorney and Agent for Lien Claimant

**This document has been prepared by and after recording should be returned to:**

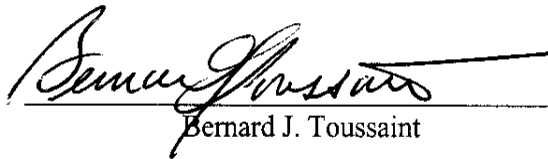
David N. Tanner, Esq.  
Toussaint & Carlson, Ltd.  
2500 South Highland Avenue, Suite 360  
Lombard, Illinois 60148

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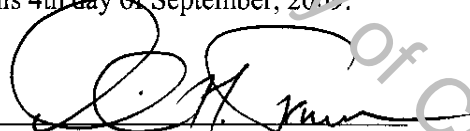
## VERIFICATION

STATE OF ILLINOIS     )  
   ) ss:  
 COUNTY OF COOK        )

Bernard J. Toussaint, being first duly sworn on oath, states that he is an attorney and agent of Lien Claimant, Ostrander Construction Inc., an Illinois corporation, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.

  
 \_\_\_\_\_  
 Bernard J. Toussaint

Subscribed and sworn to before me  
 this 4th day of September, 2010.

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

My commission expires 3/28, 2011.



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## EXHIBIT A

### Legal Description

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE OF SHAFER COURT ACCORDING TO THE DEED TO THE VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT 23397310 AND LYING WEST OF AND ADJOINING A LINE DRAWN SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, TO THE SOUTH LINE OF SAID LOT 6 FROM A POINT ON SAID NORTH LINE OF LOT 6, WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTER LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

Parcel Identification Number: 12-03-100-015-0000

Commonly Known As: 6400 Shafer Court, Suite 700, Rosemont, Illinois 60018

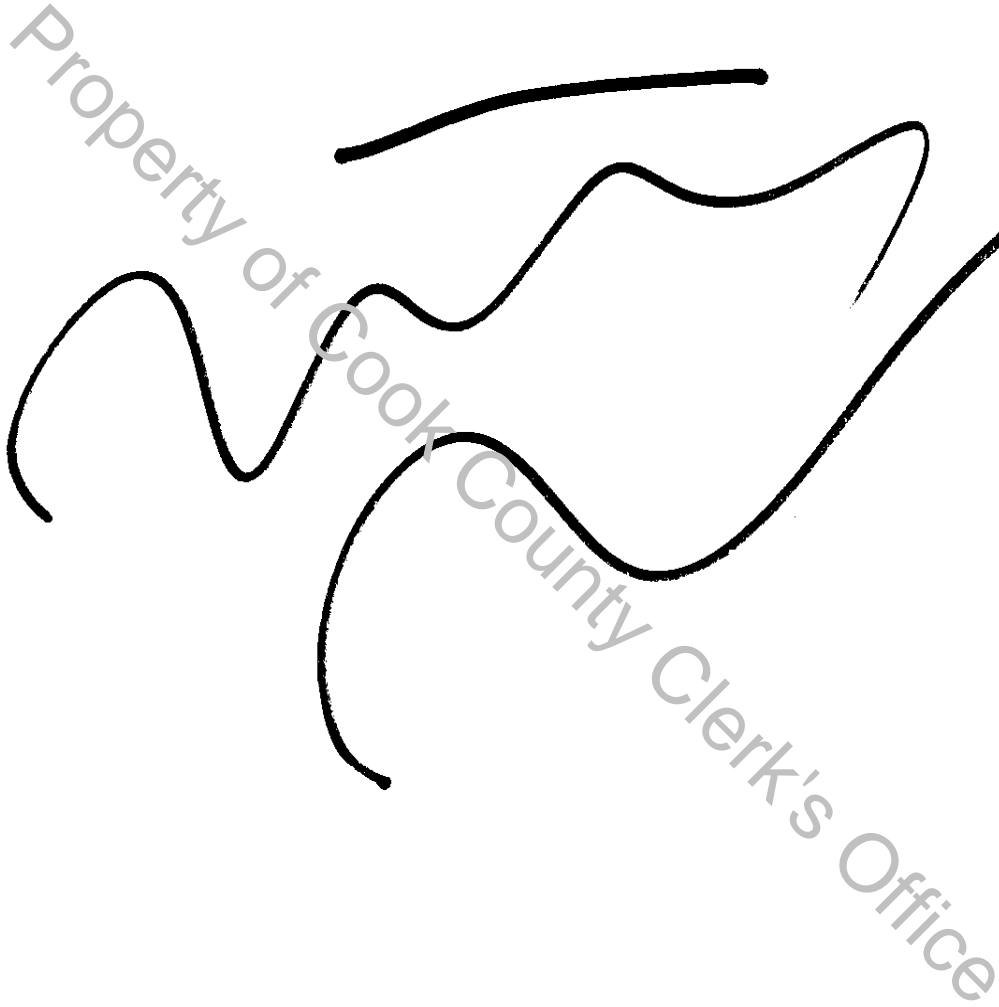
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## EXHIBIT B

### Copy of the Contract

Please see attached.

Property of Cook County Clerk's Office



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**AIA® Document A101™ – 1997**
**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM**

AGREEMENT made as of the 10th day of Feb in the year of 2009  
(In words, indicate day, month and year)

BETWEEN the Owner  
(Name, address and other information)

Seasons Hospice and Palliative Care  
606 Potter Rd  
Des Plaines, IL 60018

and the Contractor  
(Name, address and other information)

Ostrander Construction  
200 Butterfield Rd Suite 1120  
Downers Grove, IL 60515  
Telephone Number: 630 971 2211  
Fax Number: 630 971 2261

The Project is:  
(Name and location)

Seasons Hospice and Palliative Care  
Suite 700  
6400 Sharer Ct  
Rosemont, IL

The Architect is:  
(Name, address and other information)

Rubin Architects  
666 W Dundee Rd  
Northbrook, IL 60062

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Owner and Contractor agree as follows.

Init.

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Upon receipt of signed contract or written notice to proceed.

If prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 70 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fourhundredtwentysevenhousandonehundredsixty-nine Dollars and Zero Cents (\$ 427,169.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

See Exhibit "A"

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§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten ( 10% ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of ten ( 10% );
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as shall be determined for incomplete Work, retainage applicable to such work and unsettled claims; and

Int.

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(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

(Paragraph deleted)

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after receipt of contractor's final request for Payment, or as follows:

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

( ) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

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Mr Todd Stern

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

Steve Koss  
2001 Butterfield Rd. Suite 1120  
Downers Grove, IL 60515

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:  
(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated Jan 8, 2009 unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:  
C1, C2, A1, A2, A3, A4, A5, M1.1, M2.1, M2.2, M3.1, E1.1, E1.2, E2.1, E3.1, E4.1, E4.2, P1.1, P2.2, FP1.1, FP2.1  
(Table deleted)

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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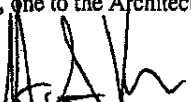
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Copy of Ostrander's proposal dated Feb 3, 2009 and Exhibit "A" attached to this contract

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

  
OWNER (Signature)

  
CONTRACTOR (Signature)

  
(Printed name and title)

Steve Koss  
(Printed name and title)

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February 3, 2009

Marybeth Rhebergen  
Grubb & Ellis  
Rosemont, IL

RE: Seasons Hospice 6400 Shafer Ct Rosemont Proposal;

Dear Marybeth:

After reviewing the plans dated 1/8/09 for the above ref project I have prepared the following proposal. All work to be completed by union tradesmen during normal working hours with the exception of the plumbing and electrical connections in the occupied tenant spaces below:

**Demolition**

728lf of metal stud and gyp partitions, 28 doors and sidelites for reuse any remaining doors will be delivered to building stock, 7600 sf of flooring, 4340 sf of acoustical ceiling, misc cabinetry and millwork.

**TOTAL \$ 17,000.00**

**Carpentry**

297 lf of new full hgt to deck insulated drywall and metal stud demising wall partitions

304Lf of new floor to ceiling metal stud and gyp partitions 22' low hgt partitions,

152 lf conf rm soffits, 2ea drywall soffits at reception area, extend 100% of existing wall to deck.

Furnish and install visqueen on walls as indicated including removal of existing drywall.

Tape and sand all new drywall

Furnish and install blocking.

Layout, and clean up of our debris to Ostrander dumpster

**TOTAL \$60,000.00**

**Acoustical**

Install acoustical ceiling per plans including approx 3400 sf of new ceiling grid in open office area.

**TOTAL \$17,000.00**

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● Page 2

February 3, 2009

## Doors

Furnish and install 13 new doors including frame and hardware and reuse 14 existing doors. Relocate existing sidelites per plans and provide new as necessary. Stain new doors to match existing.

**TOTAL \$26,000.00**

## Milwork

Furnish and install only P-Lam closet shelves.

All other milwork including cabinets, low wall cap, P-Lam shelving, P-lam counter top are provided by the tenant and are not included in this proposal.

**TOTAL \$ 900.00**

## Paint

ALL painting and decorating are excluded from this proposal including but not limited to: removal of existing wallcovering and washing of walls, repairs to common corridor, painting of walls and soffits.

**TOTAL \$ Excluded**

## Flooring

ALL flooring is excluded from this proposal.

Floor prep is not included in our proposal.

**TOTAL \$ Excluded**

## Glass and Glazing

Furnish and install glazing for sidelites and conference room. Furnish and install new glass entry doors including magnetic lock.

**TOTAL \$11,000.00**

## Sprinklers

Rework existing sprinkler system to comply to code and per plans and specifications

**TOTAL \$ 14,500.00**

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● Page 3

February 3, 2009

**Plumbing**

Furnish and install rough in for 2 new sink at kitchen and 1 break room room sink including sonar prior to floor core and OT for plumbing connections in ceiling below. Furnishing or installation of sinks or faucets is not included.

**TOTAL \$18,000.00****HVAC**

Furnish and install HVAC work per plans and specifications including new roof top AC unit to curbs furnished by building engineer, new humidifier. 1 Roof pipe portal and associated roofing patch.

**TOTAL \$69,600.00****Electrical**

Furnish and install electrical per plans and specifications including retrofit existing light fixtures. Fire alarm work per plans.

Sonar floor prior to any coring

Wiring within furniture partitions is not included. Single point only.

**TOTAL \$153,000.00****General conditions including final cleaning****TOTAL \$18,000.00****OH and FEE****TOTAL \$15,000.00**

Voluntary Reduction 2%

**(8,000.00)****GRAND TOTAL \$412,000.00**

Alt#1 Do not replace ceiling system in Rooms 710,714,718,721 install header **DEDUCT \$8,500.00**

Alt#2 Furnish and install 4 fan powered boxes per plans **ADD \$21,210.00**

Alt#3 Furnish and install new light fixtures in lieu of retrofit existing **ADD \$34,000.00**

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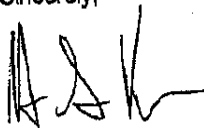
● Page 4

February 3, 2009

The following items are not included in any budget: Permits and fees, voice/data wiring, premium time work unless noted, wiring of furniture partitions, repairs to base board heaters, roof curbs for AC unit (we do include pipe portal), millwork of any kind, repairs to walls after painter has begun painting, dumpsters for trades not under contract to Ostrander Construction, upgrade of fire alarm beyond what is indicated on plans, floor prep, removal of existing wall covering or washing of glue from walls, repairs to walls after wall covering is removed, repairs to window blinds, furnishing of appliances.

Thank for the opportunity to prepare the preceding proposal please call me if you have any questions or would like to go over the scope in greater detail.

Sincerely,



Steve Koss  
Ostrander Construction, Inc

CLERK OF COOK COUNTY Clerk's Office



**UNOFFICIAL COPY**EXHIBIT <sup>4</sup>A

### Seasons Hospice Pricing Recap

Current Proposal	\$ 412,000.00
Except rework ceiling alternate	\$ (8,500.00)
Eliminate T8 retro 163 fixtures @ \$35ea	\$ (5,705.00)
OS switched to remain	No change
Fan power box alternate not approved	No change
Change all ceiling tile to Dune 1774 13,400 sf	<u>\$ 25,374.00</u>
<b>Revised total proposal</b>	<b>\$ 427,169.00</b>