

UNOFFICIAL COPY

CLAIM FOR LIEN



Doc#: 0932713006 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/23/2009 09:20 AM Pg: 1 of 10

This Instrument Prepared By:

THE FOSTER & BUICK LAW GROUP, LLC
Attorneys at Law
2040 Aberdeen Court
Sycamore, Illinois 60178
(815) 758-6616

Return To:
ENCAP, Inc.
1709 Afton Road
Sycamore, Illinois 60178

* The Above Space for Recorder's Use Only *

CLAIM FOR LIEN

To: Western Springs One L.L.C.
175 West Central Road
Schaumburg, IL 60195

Notice is given that ENCAP, Inc., the undersigned lienor, has and claims a mechanic's lien, under the Illinois Mechanics' Lien Act, as set forth in 770 Illinois Compiled Statutes 60/1 et seq., for the following real property for which a legal description is described in the attached herein Exhibit A:

1. The undersigned, ENCAP, Inc., of 1709 Afton Road, Sycamore, in DeKalb County, Illinois, informs you that it has furnished services or materials as follows:

Stabilization (ground preparation, seeding, and erosion control blanket) at Timber Trails Subdivision, Western Springs, Illinois.

2. The lienor is ENCAP, Inc., and whose place of business is 1709 Afton Road, Sycamore, in DeKalb County, Illinois.

3. The owner of the real property against whose interest lienor claims a lien is Western Springs One L.L.C., and any person claiming an interest in the real estate (as hereinafter described) by, through, or under Owner. The interest, so far as is known to lienor, is fee simple.

4. The name of the entity with whom the contract was made by lienor and pursuant to which the labor was performed and the materials were furnished described below is Western Springs One L.L.C.

5. The contract made between lienor and Western Springs One L.L.C., provided that lienor furnish services as described on the contract attached herein as Exhibit B.

UNOFFICIAL COPY

- 6. The lienor has fully performed the contract, performed all labor, and furnished all materials pursuant to the contract and the value is \$127,905.00.
- 7. The amount unpaid to the lienor on the contract is \$127,905.00 as described in the invoice attached herein as Exhibit C.
- 8. The last item of labor and/or materials was performed and/or furnished by lienor on July 28, 2009.
- 9. The real property on which lienor claims a lien is located at Timber Trails Subdivision, Western Springs, Illinois, and is more particularly described in Exhibit A which is attached herein.

ENCAP, Inc, the undersigned lienor, has and claims a mechanic's lien in the sum of \$127,905.00, the value of the labor and materials performed and furnished by the lienor for the permanent improvement of the real property described above, pursuant to 770 Illinois Compiled Statutes 60/1 et seq. of the State of Illinois.

Dated this 18 day of November, 2009.

ENCAP, INC.

By: [Signature] (name), Vice President (title)

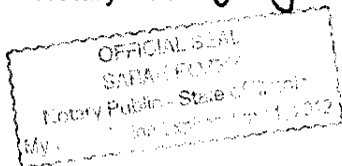
Verification

STATE OF ILLINOIS)
) SS
 COUNTY OF DEKALB)

I, Joe Alaniz being first duly sworn on oath, deposes and says that he is the Vice-President of the Lienor, ENCAP, Inc., that he has read the foregoing Notice and Claim for Lien, knows the content thereof; and that all the statements therein contained are true.

Subscribed and Sworn to Before Me
 this 18 day of November, 2009.

[Signature]
 Notary Public



UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

THAT PART OF EAST 1/2 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF EAST LINE OF SAID SECTION 18 AND THE CENTER LINE OF PLAINFIELD ROAD, THENCE SOUTHWESTERLY ON CENTER LINE OF PLAINFIELD ROAD 428.06 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 18, 172.83 FEET TO A POINT; THENCE WESTERLY ON A LINE FORMING AN ANGLE 95 DEGREES 26 MINUTES AS MEASURED FROM NORTH TO WEST, 100.25 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO EAST LINE OF SAID SECTION 18, 193.64 FEET TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE NORTHEASTERLY ALONG CENTER LINE OF PLAINFIELD ROAD, 103.69 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF TAKEN FOR PLAINFIELD ROAD) ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PARCEL OF LAND BEGINNING AT A POINT ON THE CENTER LINE OF THE PLAINFIELD ROAD 816.82 FEET SOUTHWESTERLY FROM THE EAST LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN MEASURED ALONG THE CENTER LINE OF SAID PLAINFIELD ROAD THENCE IN A NORTHERLY DIRECTION ON A LINE PARALLEL TO THE EAST LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN 380 FEET THENCE EASTERLY AT RIGHT ANGLES 144 FEET, THENCE IN A SOUTHERLY DIRECTION ON A LINE PARALLEL TO THE EAST LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN 101.5 FEET THENCE AT RIGHT ANGLES IN AN EASTERLY DIRECTION 108.10 FEET THENCE IN A SOUTHERLY DIRECTION ON A LINE PARALLEL TO THE EAST LINE OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 200.42 FEET TO THE CENTER LINE OF THE PLAINFIELD ROAD THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER LINE OF PLAINFIELD ROAD 264.20 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF TAKEN FOR PLAINFIELD ROAD) THE WHOLE CONTAINING 1.73 ACRES MORE OR LESS IN LYON'S TOWNSHIP, COOK COUNTY, ILLINOIS

PARCEL 3:

THE NORTH 840.00 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 840.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF WOLF ROAD, ALL TAKEN AS A SINGLE TRACT, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND LYING EAST AND NORTH OF THE FOLLOWING DESCRIBED LINE; COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 464.00 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 18 AFORESAID, AS MEASURED ON THE NORTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTHERLY ON A LINE 187.95 FEET, MORE OR LESS, TO THE NORTH WEST CORNER OF TIMBER VIEW SUBDIVISION; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION, TO THE SOUTH WEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION AND THE EXTENSION THEREOF TO THE CENTER LINE OF WOLF ROAD, ALL IN THE WEST 1/2 OF SECTION 17 AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR WOLF ROAD) IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD; EXCEPTING THE NORTH 840.00 FEET OF SAID EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 18 AND EXCEPTING THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLAINFIELD ROAD AND THE EAST LINE OF AFORESAID SECTION 18; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 816.82 FEET TO A POINT, SAID POINT BEING THE SOUTH WEST CORNER OF THE ALICE M. VIAL TRACT, AS OCCUPIED AND MONUMENTED; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 18, 380.00 FEET TO A POINT; THENCE EAST ON A LINE

UNOFFICIAL COPY

PERPENDICULAR TO THE LAST DESCRIBED LINE 144.0 FEET TO A POINT; THENCE SOUTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 22.50 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF AFORESAID SECTION 18, 240.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO LAST DESCRIBED LINE 235.0 FEET TO A POINT; THENCE CONTINUING EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 18, 379.18 FEET TO THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH 363.99 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING; ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND; COMMENCING AT A COOK COUNTY BRONZE SURVEY CORNER IN THE CENTER LINE OF PLAINFIELD ROAD, 864.32 FEET SOUTHWESTERLY OF THE EAST LINE OF SECTION 18, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MEASURED ON THE CENTER LINE OF PLAINFIELD ROAD TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 33.00 FEET TO A POINT ON THE NORTHERLY LINE OF PLAINFIELD ROAD, SAID POINT BEING 61.50 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE ALICE M. VIAL TRACT AND THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE NORTHWESTERLY FOR A DISTANCE OF 50.00 FEET AT AN ANGLE OF 60 DEGREES WITH THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY 55.66 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF PLAINFIELD ROAD, SAID POINT BEING 121.50 FEET SOUTHWESTERLY FROM THE WEST LINE OF THE ALICE M. VIAL TRACT, AS MEASURED ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD; THENCE SOUTHEASTERLY 30 FEET AND AT RIGHT ANGLES, TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 60.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; ALSO THAT PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD AND WEST OF THE CENTER LINE OF WOLF ROAD EXCEPTING THE NORTH 840.00 FEET OF SAID SOUTHWEST 1/4 OF SAID SECTION 17 LYING WEST OF THE CENTER LINE OF WOLF ROAD, ALL TAKEN AS A SINGLE TRACT, EXCEPTING FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLAINFIELD ROAD AND THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 17; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID PLAINFIELD ROAD 120.46 FEET TO THE CENTER LINE OF WOLF ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE OF WOLF ROAD 319.76 FEET, TO A POINT; THENCE WEST 139.52 FEET TO A POINT ON THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 17, SAID POINT BEING 363.99 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 363.99 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR PLAINFIELD AND WOLF ROADS) ALL IN COOK COUNTY, ILLINOIS

PARCEL 5:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD IN THE TOWNSHIP OF LYONS, (EXCEPTING THEREFROM THAT PART CONVEYED IN FEE TO THE ILLINOIS STATE HIGHWAY COMMISSION) BY WARRANTY DEEDS RECORDED AS DOCUMENT NO. 17017593, DOCUMENT NO. 17065114 AND DOCUMENT NO. 17160467, ALSO: THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT SOUTH EAST CORNER OF SAID WEST 1/2 OF THE NORTH EAST 1/4 FOR A POINT OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTH EAST 1/4 FOR A DISTANCE OF 50 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTH EAST 1/4 WHICH IS 50 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTH EAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID WEST 1/2 OF THE NORTH EAST 1/4 TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR PLAINFIELD ROAD) ALL IN COOK COUNTY ILLINOIS.

PARCEL 6:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLAINFIELD ROAD AND THE EAST LINE OF AFORESAID SECTION 18; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 816.82 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE ALICE M. VIAL TRACT, AS OCCUPIED AND MONUMENTED; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 18, 380.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 144.0 FEET TO A

UNOFFICIAL COPY

POINT; THENCE SOUTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 22.50 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF AFORESAID SECTION 18, 240.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 235.0 FEET TO A POINT; THENCE CONTINUING EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18, 379.18 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 363.99 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18 TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLAINFIELD ROAD AND THE EAST LINE OF AFORESAID SECTION 18; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 816.82 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE ALICE M. VIAL TRACT, AS OCCUPIED AND MONUMENTED; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF SECTION 18, 380.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 144.00 TO A POINT; THENCE SOUTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 14.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 22.50 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL TO THE EAST LINE OF THE AFORESAID SECTION 18, 240.00 FEET TO A POINT; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 235.00 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE AFORESAID SECTION 18, 161.00 FEET TO A POINT; THENCE WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE 29.60 FEET TO A POINT; THENCE SOUTH PARALLEL TO THE EAST LINE OF AFORESAID SECTION 18, 329.83 FEET TO THE CENTER LINE OF PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 388.76 FEET TO THE POINT OF BEGINNING), EXCEPTING THEREFROM THAT PART FALLING WITHIN PLAINFIELD ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD AND WEST OF THE CENTER LINE OF WOLF ROAD DESCRIBED AS FOLLOWS::

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLAINFIELD ROAD AND THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF PLAINFIELD ROAD 120.46 FEET TO THE CENTER LINE OF WOLF ROAD; THENCE NORTHERLY ALONG SAID CENTER LINE OF WOLF ROAD 319.76 FEET TO A POINT; THENCE WEST 139.03 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, SAID POINT BEING 363.99 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 363.99 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR PLAINFIELD AND WOLF ROADS);

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED FEBRUARY 6, 2004 AS DOCUMENT 0403742213 DESCRIBED AS FOLLOWS::

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18 AND THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 18 AND THE CENTER LINE OF 66 FOOT PLAINFIELD ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE, 152.02 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 33 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID 66 FOOT PLAINFIELD ROAD FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG LAST DESCRIBED COURSE 17 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE 149.81 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID CENTER LINE 89.76 FEET TO A POINT 92.01 FEET EASTERLY OF AND 50 FEET NORTHERLY OF SAID POINT OF COMMENCEMENT (AS MEASURED ALONG SAID CENTER LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO), SAID POINT ALSO BEING ON A LINE 15 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF 83 FOOT WOLF ROAD; THENCE NORTHEASTERLY TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE THAT IS 65 FEET NORTHWESTERLY OF SAID CENTER LINE (AS MEASURED ALONG A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

LOTS 85 THRU 94, 100 THRU 104, 106 THRU 121, 134,135,152 THRU 158, 161,162, 180 THRU 191, 250 THRU 260, OUTLOTS 'R', 'S', 'T', 'U', 'V', 'W', 'AA', AND PARKING OUTLOTS 9,10,11 & 12 ALL IN TIMBER TRAILS SUBDIVISION UNIT 2, BEONG A RESUBDIVISION OF OUTLOT 'N' IN TIMBER TRAILS UNIT 1 SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, AND PART OF THE EAST 1/2 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

18-18-407-002 THRU 044

18-18-410-017 THRU 026, 032 THRU 037

18-18-413-001, 014, 015, 016 & 017

18-18-414-001, 018 THRU 024, 027, 028 & 046

Property of Cook County Clerk's Office

1709 Afton Road
 Sycamore, IL 60178
 Phone: (815) 899-1621
 Fax: (815) 899-6821
 www.encapinc.net

PROPOSAL NO. RE-09-0507A-2

Brian Taylor
 Dartmoor Homes
 175 West Central Road
 Schaumburg, Illinois 60195

Re: Stabilization at Timber Trails, Western Springs, Cook County, Illinois
 #RE-09-0507A-2

Dear Mr. Taylor:

ENCAP, Inc. is pleased to present this proposal to complete the following task at Timber Trails.

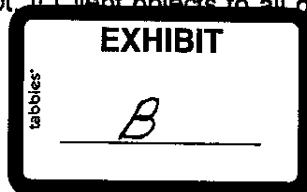
Task 1: Unit 2 Stabilization. The proposed cost is for installation of approximately 15 acres of low maintenance turf grass and erosion control blanket within designated portions of the Unit 2 disturbed areas. These areas include; steep slopes at high risk for erosion, areas adjacent to the riparian corridor, and areas adjacent to or associated with existing storm sewer components. ENCAP, Inc. will install erosion control blanket to immediately provide temporary stabilization. This will significantly reduce the risk of erosion and sedimentation to sensitive areas (i.e. wetlands, preserved woodlands, and streams). The ultimate goal of this task is to provide a minimum of 70% perennial vegetative coverage within the designated areas to meet the National Pollutant Discharge Elimination System (NPDES) requirements. The grass mix to be installed is specifically designed to germinate quickly to provide protection for permanent (perennial) species.

The lump sum cost below includes ground preparation, turf grass seed, fertilizer, and installation of erosion control blanket. Erosion control blanket anchors shall be biodegradable. **Please Note: subgrading, topsoil respread, and/or other earthwork activities and removal of construction debris/trash are not covered within the scope of this contract.**

Lump Sum Cost of Task 1: \$127,905.00

Payment Agreement

Dartmoor Homes, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client



UNOFFICIAL COPY

Brian Taylor
Dartmoor Homes
Timber Trails, RE-09-0507A-2

Page 2 of 3

shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

** All Legal Proceedings to be conducted in DeKalb County **

Lien Rights

Client understands that its failure to pay invoiced amounts within thirty (30) calendar days of the date of the invoice may result in ENCAP, at its sole discretion, filing a Statement of Claim for Lien pursuant to the Mechanics Lien Act, 770 ILCS 60/1 et seq., which shall be recorded in the county where the improved property is located. Client agrees and acknowledges that in the event that ENCAP takes such action, Client will be responsible for reimbursement to ENCAP for any expense associated with such action including, but not limited to, reasonable attorney's fees and recording charges incurred in connection with such action.

In the event that ENCAP is acting as subcontractor in the context of this Agreement, Client understands that any provision in any other contract, agreement, or understanding purporting to condition payment from Client to ENCAP upon receipt of payment from any other party (including a private or public owner), will not relieve Client from its responsibility to pay amounts due and owing to ENCAP, including a claim brought by ENCAP under Section 21, 22, 23, or 28 of the Mechanic's Lien Act.

UNOFFICIAL COPY

Brian Taylor
Dartmoor Homes
Timber Trails, RE-09-0507A-2

Project Funding

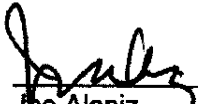
Please provide the following information regarding the source of financing for this project:

This project is funded by:

Financial Institution Personal Funds

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

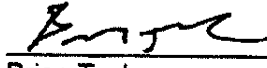
By ENCAP, Inc.



Jpe Alaniz
Vice President
ENCAP, Inc.

5/7/09
Date

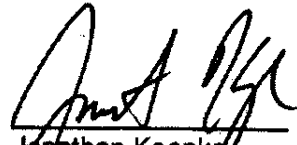
WESTERN SPRINGS ONE LLC
Dartmoor Homes



Brian Taylor
Dartmoor Homes

7-2-09
Date

WESTERN
Springs One
LLC



Jonathan Koepke
Manager, SESC Division
ENCAP, Inc.

5/7/09
Date

****To ensure immediate attention, please fax or mail any correspondence to the ENCAP, Inc. Main Office (815-899-6821).**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ENCAP, Inc.

1709 Afton Road
Sycamore, IL 60178**Invoice**

| DATE | INVOICE # |
|-----------|-----------|
| 7/29/2009 | 20426 |

| |
|---|
| BILL TO: |
| Western Springs One, LLC Brian Taylor 175 West Central Road Schaumburg, IL 60195 |

| P.O. NO. | TERMS | DUE DATE | PM | PROJECT ID # |
|----------|-------------|-----------|----|--------------|
| | Net 30 days | 8/28/2009 | | |

| Description | Amount |
|--|--------------|
| Timber Trails RE-09-0507A-2 Phase 2 Stabilization-Ground preparation, seeding, and erosion control blanket | 127,905.00 |
| THANK YOU FOR YOUR BUSINESS! | |
| Total | \$127,905.00 |

| Phone # | Fax # |
|----------------|----------------|
| (815) 899-1621 | (815) 899-6821 |

