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SUB-CONTRACTOR'S CLAIM FOR LIEN (PRIVATE CONSTRUCTION)



Doc#: 1618013054 Fee: \$32.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/28/2016 01:11 PM Pg: 1 of 2

STATE OF OHIO	)	
	_	SS
COUNTY OF CUYAHOGA	)	

The lien clain ant, The Cleveland Marble Mosaic Company (Subcontractor), 4595 Hinckley Industrial Parkway, Cleveland, Cuvanoga County, Ohio 44109 (the "Lien Claimant"), hereby files a claim for Mechanics Lien against Piedmont 50% West Monroe Fee LLC f/k/a Broadway 500 West Monroe Fee LLC (Owner), PO Box 56607, Atlanta, GA 50343 and 11695 Johns Creek Pkwy #350, Johns Creek, GA 30097 and 500 West Monroe Street, Suite 2626, Chroge, IL 6066 (the "Owner"); and J.C. Anderson, Inc. (Contractor), 834 N. Church Road, Elmhurst, IL 60126 (the "General Contractor") and all other persons, known or unknown, having or claiming an interest in the below described real estate, and states as follows:

1. At all times relevant, Owner owned the following described property commonly known as the 500 West Monroe building located at 500 West Monroe Street, Chicago, Cook County, IL 60661, and more fully described as follows:

PARCEL: Lots 5, 6, 7 and 8 (except that part of said lots falling within the alley) in Block 49 in School Section Addition to Chicago in Section 16, Cownship 39, North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17-16-103-015-0000

All hereinafter together with all improvements referred to as the "Premises."

- 2. Upon information and belief, Owner or one knowingly permitted by the Owner to do so entered into a contract(s) with General Contractor wherein General Contractor was to provide labor, materials and equipment for the construction and improvement of the Premises.
- 3. That on or about June 12, 2015, the Lien Claimant made a written contract with the General Contractor to furnish and install labor, equipment and materials relating to the lobby renovation exterior pavers/paving and other services for the building / Premises being renovated / remodeled for the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the "Contract").
- 4. The Lien Claimant first furnished labor and material to the Premises pursuant to the Contract on or about October 8, 2015.
- 5. The Lien Claimant furnished and installed extra labor, equipment and materials to the Premises pursuant to the Contract in the amount of Sixteen Thousand, Six Hundred Fifty-Three and 00/100 Dollars (\$16,653.00), for a total Contract value of Six Hundred Sixteen Thousand, Six Hundred Fifty-Three and 00/100 Dollars (\$616,653.00).

CCRD REVIEW\_

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- 6. On or about February 29, 2016, the Lien Claimant substantially completed all work required to be done by the Contract.
- 7. The General Contractor made payments and/or is entitled to credits on account of the above described scope of work in the sum of Three Hundred Eighty-Seven Thousand and 00/100 Dollars (\$387,000.00).
- 8. After taking into account all credits and payments, the balance due and owing to the Lien Claimant is the sum of TWO HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$229,653.00), for which amount, with interest, the Lien Claimant hereby claims a Mechanic's Lien pursuant to the Illinois Mechanic Lien Act, 770 ILCS 60/1 et seq. (the "Act") against the General Contractor and Owner on the land and improvements and on the money or other consideration due or to become due f or, the General Contractor and/or the Owner under any applicable contract.
- 9. To the extent permitted by law, all waivers of lien heretofore given by Lien Claimant, if any, to induce payment not received are hereby revoked. Acceptance of payment by Lien Claimant on part, but not all, of the amount claimed hereunder shall not act to invalidate this claim.
- 10. On or about May 27, 2016, the Lien Claimant sent the Owner and General Contractor, by certified mail / return receipt requested / restricted delivery, its Subcontractor's Notice of Intention to File Mechanic's Lien. The Notice of Intention to File Mechanic's Lien stated that the Lien Claimant was still owed TWO HUNDRED TWENTY-NINE THOUSAND, SIX HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$229,653.00), for work it performed pursuant to the Contact. The Notice of Intention to File Lien provided notice to the Owner and General Contractor and persons otherwise interested in the Premises pursuant to Section 24 of the Act.

Dated June $2/$ , 2016		THE CLEVELAND MARBLE MOSAIC COMPANY  By Robert J. Zavagno, Jr., President.
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STATE OF OHIO	) ) SS:	AFFIDAVT AND VERIFICATION
COUNTY OF CUYAHOGA	)	THE PROPERTY OF THE PROPERTY O

Robert J. Zavagno, Jr., being first duly sworn, on oath deposes and says that he is the President of The Cleveland Marble Mosaic Company, the Lien Claimant; that he has read the foregoing Subcontractor's Claim for Lien (Private Construction) and knows the contents thereof; and that all of the statements therein are true.

Subscribed and sworn to before me this 27 day of

MELISSA ANN JONES, Attorney
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

Notary Public

Prepared By / Return To: Melissa A. Jones, Frantz Ward LLP, 200 Public Square, Suite 3000, Cleveland, Ohio 44114 (216-515-1660)