

UNOFFICIAL COPY



Doc# 1927022135 Fee \$50.00

RHSP FEE:\$9.00 PPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/27/2019 03:18 PM PG: 1 OF 9

SUBCONTRACTOR'S NOTICE AND CLAIM FOR LIEN

(770 ILCS 60 §§ 21, 24, 28)

(Amount Claimed: \$225,104.75)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Claimant, Dave Osborne Construction Contracting, Inc. ("Dave Osborne"), a Minnesota corporation with an address of 15600 28th Avenue North, Plymouth, MN 55447, hereby asserts this Subcontractor's Notice and Claim for Lien: on the Real Estate (defined below) and against the interests of RAR2 – 222 South Riverside, LLC, a Delaware limited liability company ("Owner"); on the Leasehold Estate (defined below) interest in the Real Estate and against the interests of WeWork Companies Inc., a Delaware corporation; and against the interests of any person or entity claiming an interest in the Real Estate, the Leasehold Estate, and/or the contract proceeds owing regarding the Prime Contract (defined below) by, through, or under Owner including, without limitation, Premier Fixtures, LLC.

- On May 22, 2019, RAR2 – 222 South Riverside, LLC ("Owner") owned the fee simple interest in the real estate located at 222 South Riverside Plaza, Chicago, Illinois 60606 (the "Real Estate"), legally described in the attached Exhibit A, to RAR2 – 222 South Riverside, LLC. The Property Identification Numbers of the Real Estate are: 17-16-115-003-6001, 17-16-115-003-6030, 17-16-115-003-6031, 17-16-115-004-6003, and 17-16-115-004-6004.
- As of May 22, 2019, WeWork Companies Inc., doing business as "WeWork" ("Tenant"), was party to a lease agreement with Owner to occupy all or some portion of the 15th Floor of the Real Estate (the "Leasehold Estate"). As of the service of this notice and claim, Tenant, upon information and belief, occupies all or some portion of the 15th Floor.
- On or before May 22, 2019, Premier Fixtures, LLC, a Delaware limited liability company ("Prime Contractor"), entered into an agreement with Tenant (the "Prime Contract") for the construction of office improvements at the 15th Floor of the Real Estate.

S
P
S
M
SC
E
INT

UNOFFICIAL COPY

4. On or about May 22, 2019, Dave Osborne entered a written purchase order agreement (the "Subcontract") with Prime Contractor. Under the Subcontract, Dave Osborne agreed to provide labor, incidental material, apparatus, and supervision for installation of a fixture package, acoustic panels, and trim at the 15th Floor of the Real Estate. The fixture package, acoustic panels, and trim were supplied by Prime Contractor. Dave Osborne agreed to perform the Subcontract work for the sum of \$209,325.00 (the "Original Subcontract Sum") subject to additions and deductions.
5. At the request of the Prime Contractor, Dave Osborne furnished extra and additional incidental material and extra and additional labor for the improvement of the Real Estate in the amount of \$15,779.75 so that the extent and value of Dave Osborne's work under the Subcontract ultimately totaled \$225,104.75.
6. Dave Osborne performed its work under the Subcontract on the 15th Floor of the Real Estate, with the knowledge and consent of Owner or Owner's agent. Alternatively, Owner or Owner's agent authorized or knowingly permitted Tenant to enter into one or more construction contracts to improve the 15th Floor of the Real Estate. Alternatively, Owner or Owner's agent authorized or knowingly permitted Dave Osborne's work.
7. Dave Osborne's work under the Subcontract was incorporated into the 15th Floor of the Real Estate and enhanced the value of the Real Estate and the Leasehold Estate.
8. On July 27, 2019, Dave Osborne completed the last of its work under the Subcontract on the 15th Floor of the Real Estate for which this notice is given and claim is made.
9. As of the date hereof, after allowing all credits, including payment of \$0.00 under the Subcontract, there remains due, unpaid, and owing to Dave Osborne under the Subcontract the sum of \$225,104.75.
10. Pursuant to the Illinois Mechanics Lien Act, Dave Osborne provides this notice and claim for mechanics lien against: 1) the 15th Floor of the Real Estate; 2) the Leasehold Estate; and 3) the funds owing to the Prime Contractor, for the amount of \$225,104.75, plus interest.
11. Pursuant to an assignment, recorded with the Cook County Recorder of Deeds as document no. 1330544014, GTP Towers V, LLC has an interest in certain telecommunications equipment installed at the Real Estate and may, pursuant to a written ground lease agreement, have a leasehold interest in the building's roof an certain designated space in the interior of the Real Estate which may or may not include the 15th Floor of the Real Estate.
12. Pursuant to an assignment, recorded with the Cook County Recorder of Deeds as document no. 1404154087, GTP Structures II, LLC has an interest in the Real Estate and may, pursuant to a written lease agreement, have a leasehold interest in some portion of the Real Estate which may or may not include the 15th Floor of the Real Estate.

UNOFFICIAL COPY

- 13. Dave Osborne hereby revokes any waiver of rights given in advance of payment for which payment was not received by Dave Osborne.

NOTICE TO OWNER

DO NOT PAY PRIME CONTRACTOR FOR WORK OR EXTRA WORK OR MATERIALS DELIVERED UNDER THE PRIME CONTRACT UNLESS YOU HAVE RECEIVED PRIOR SATISFACTORY EVIDENCE OF PRIOR PAYMENT OF THE AMOUNT DUE (AS STATED IN PARAGRAPH 10 OF THIS NOTICE AND CLAIM) TO DAVE OSBORNE CONSTRUCTION CONTRACTING, INC.

Dated: 9-26-19

**DAVE OSBORNE CONSTRUCTION
CONTRACTING, INC.**

By: 

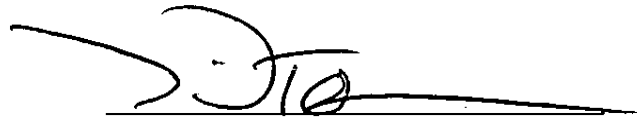
Dave Osborne, President

Property of Cook County Clerk's Office

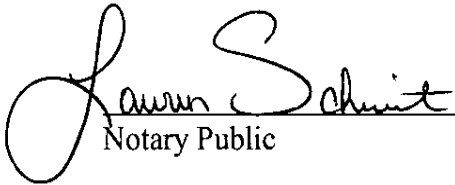
UNOFFICIAL COPY

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Dave Osborne, being first duly sworn, on oath, states that he is the President of Dave Osborne Construction Contracting, Inc. and a duly authorized agent on behalf of Dave Osborne Construction Contracting, Inc., the Claimant; that he has read the foregoing Subcontractor's Notice and Claim for Lien and knows the contents of the notice and claim; and that all the statements contained in the notice and claim are true to the best of his personal knowledge.


Dave Osborne, President

SUBSCRIBED AND SWORN to before me
this 26th day of September, 2019.


Notary Public



Prepared By & Upon Recording
Return To:

Randolph E. Ruff
Jonathan M. Mraunac
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
155 N. Wacker Drive, Suite 4300
Chicago, IL 60606
312.558.1220

UNOFFICIAL COPY

Exhibit A Legal Description

Common Address:

222 South Riverside Plaza, 15th Floor, Chicago, IL 60606

PINs:

17-16-115-003-6030

17-16-115-003-6031

17-16-115-004-6003

17-16-115-004-6004

17-16-115-003-6001

Legal Description:

PARCEL 1:

All that parcel of land, being that portion above the space excepted, hereinafter defined, of that certain parcel of land in the County of Cook, State of Illinois, bounded and described as follows:

That part of Lot 5 lying above a horizontal plane, the elevation of which is 25.70 feet above the Chicago City Datum lying North of a line which is the South face of the Southerly columns of the 222 South Riverside Plaza Building extended East to the Chicago River and West to the East line of the West 20 feet of Lot 6;

ALSO:

That part of Lot 5 lying above a horizontal plane the elevation of which is 25.70 feet above the Chicago City Datum and that part of Lot 6 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat of said resubdivision recorded in the Recorder's Office of Cook County, Illinois, on March 29, 1924 in Book 188 of Plats at Page 16, as Document 8339751, said parcel of land being bounded and described as follows:

Beginning at the Northeast corner of Lot 5 and running thence Southwardly along the Easterly line of said Lot 5, a distance of 203.465 feet to an angle point in said Easterly lot line; thence continuing Southwardly along said Easterly lot line, a distance of 203.34 feet to the Southeast corner of said Lot 5; thence West along the South line of said Lots 5 and 6, a distance of 336.0 feet to the point of intersection of said South line of Lot 6 with the East line of the West 20 feet of said Lot 6; thence North along said East line of the West 20 feet of Lot 6, a distance of 396.545 feet to its intersection of the North line of said Lot 6; thence East along the North line of said Lot 6 and of said Lot 5, a distance of 247.50 feet to the point of beginning;

UNOFFICIAL COPY

EXCEPTING, however, from the parcel of land above described the respective portions thereof lying below or beneath the level of the top of the finish floor slab of the Mezzanine Floor of the 222 South Riverside Plaza Building and the top of the finish floor slab of the plaza level between the circumscribing walls of the Mezzanine of said building and the property line, being designated as plus 17.50 feet and plus 32.50 feet, respectively, as shown on the transverse section and longitudinal section of said building attached to Lease dated January 15, 1969 and recorded January 31, 1969 as Document 20744919 and referred to therein as Appendix 'B', which Section Plans are made a part of this description, the elevation shown on said Section Plans have reference to Chicago City Datum as existing on October 21, 1968, (excepting therefrom that part of Lot 5 lying above a horizontal plane, the elevation of which is 25.70 feet above the Chicago City Datum lying North of a line which is the South face of the Southerly columns of the 222 South Riverside Plaza Building extended East to the Chicago River and West to the East line of the West 20 feet of Lot 6; also excepting therefrom the buildings and improvements located thereon).

PARCEL 2:

All that parcel of land, taken as a tract, being that portion above the space excepted hereinafter, described as follows:

A parcel of land being that part of Lot 6 in Railroad Companies' Resubdivision lying below and extending downward from a horizontal plane at an elevation of 32.50 feet above Chicago City Datum, which is bounded and described as follows:

Commencing at the point of intersection of the South line of said Lot 6 with the East line of the West 115.75 feet of said Lot 6, and running thence North along said East line of the West 115.75 feet of Lot 6, a distance of 11.36 feet to an intersection with a line which is 105.75 feet South from and parallel with the Southerly face of the most Southerly row of columns supporting a multi-story office building situated on said Lot 6, said point of intersection being the point of beginning of said hereinafter described part of Lot 6; thence continuing North along said East line of the West 115.75 feet of Lot 6, a distance of 81.50 feet to an intersection with a line which is 24.25 feet South from and parallel with said Southerly face of said most Southerly row of columns; thence East along said last described parallel line, a distance of 18.25 feet to an intersection with the East line of the West 134.00 feet of said Lot 6; thence South along said East line of the West 134.00 feet of Lot 6, a distance of 81.50 feet to an intersection with said line which is 105.75 feet South from and parallel with the Southerly face of said most Southerly row of columns; and thence West along said last described parallel line, a distance of 18.25 feet to point of beginning;

Excepting however from the North 13.75 feet of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of the 444 West Jackson building formerly known as Mercantile Exchange Building which is at an elevation of 30.83 feet above Chicago City Datum, and excepting from the South 18.00 feet of the North 31.75 feet of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building which is at an elevation of 30.25 feet above Chicago City Datum, and excepting from the remainder of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building

UNOFFICIAL COPY

in said remainder which is at an elevation of 28.25 feet above said Chicago City Datum (excepting therefrom the buildings and improvements located thereon);

ALSO:

A parcel of land being that part of Lot 6 in said Railroad Companies' Resubdivision lying below and extending downward from a horizontal plane at an elevation of 32.50 feet above Chicago City Datum, which is bounded and described as follows:

Commencing at the point of intersection of the South Line of said Lot 6 with the East line of the West 161.00 feet of said Lot 6, and running thence North along the East line of the West 161.00 feet of said Lot 6, a distance of 11.65 feet to an intersection with a line which is 105.75 feet South from and parallel with the Southerly face of the most Southerly row of columns supporting a multi-story office building situated on Lot 6, said point of intersection being the point of beginning for the hereinafter described part of Lot 6; thence continuing North along the East line of the West 161.00 feet of Lot 6, a distance of 107.08 feet to an intersection with a line which is 1.33 feet north from and parallel with said Southerly face of said most Southerly row of columns; thence East along said last described parallel line, a distance of 59.50 feet to an intersection with the East line of the West 220.50 feet of said Lot 6; thence South along the East line of the West 220.50 feet of said Lot 6, a distance of 25.58 feet to an intersection with a line which is 24.25 feet South from and parallel with said Southerly face of said most Southerly row of columns; thence East along said parallel line and along said parallel line extended, a distance of 57.75 feet to an intersection with the East line of the West 278.25 feet of said Lot 6; thence South along said East line of the West 278.25 feet of Lot 6, a distance of 14.25 feet; thence West along a line perpendicular to the East line of the West 278.25 feet aforesaid, a distance of 45.25 feet to an intersection with the East line of the West 233.00 feet of said Lot 6; thence South along said East line of the West 233.00 feet of Lot 6, a distance of 17.00 feet; thence East along a line perpendicular to the East line of the West 233.00 feet aforesaid, a distance of 45.25 feet to an intersection with said East line of the West 278.25 feet of Lot 6; thence South along the East line of the West 278.25 feet aforesaid, a distance of 50.25 feet to an intersection with said line which is 105.75 feet South from and parallel with the Southerly face of said most Southerly row of columns; thence West along said parallel line, a distance of 117.25 feet to the point of beginning;

EXCEPTING however from that part of said parcel of land lying West of the East line of the West 259.79 feet of said Lot 6 that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of the 444 West Jackson building formerly known as Mercantile Exchange Building which is at an elevation of 30.00 feet above Chicago City Datum, and excepting from those portions of said parcel of land lying East of said East line of the West 259.79 feet of said Lot 6 those portions thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building which is at an elevation of 28.33 feet above Chicago City Datum, and excepting from said parcel of land the West 1.25 feet of the North 1.33 feet thereof occupied by a column and also excepting those parts thereof occupied by six other columns of said most Southerly row of columns, each of which six columns, measures 2.50 feet from East to West and extends 1.33 feet Southwardly into and upon said premises from the most Northerly line thereof;

UNOFFICIAL COPY

AND ALSO: EXCEPTING from said Parcel 1 and Parcel 2 the respective portions thereof taken by the National Railroad Passenger Corporation in condemnation pursuant to the condemnation action filed in the United States District Court for the Northern District of Illinois, Eastern Division, Case Number 89 C 1631, (excepting therefrom the buildings and improvements located thereon), all in Cook County, Illinois.

PARCEL 3:

The property and space lying between horizontal planes which are 42.25 feet and 90.00 feet, respectively, above Chicago City Datum, and enclosed by planes extending vertically upward from the surface of the earth, of a parcel of land comprised of a part of Lot 6, and of a part of South Canal Street lying West of and adjoining said Lot 6, in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77, and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian which parcel of land is bounded and described as follows:

Beginning on the East line of the West 20 feet of Lot 6, at a point which is 0.938 feet North from the South line of said Lot 6, and running thence West along a line perpendicular to the East line of the West 20 feet aforesaid, a distance of 25.416 feet; thence North, parallel with the West line of said Lot 6, a distance of 101.083 feet; thence East along a line perpendicular to the last described course, a distance of 25.416 feet to an intersection with the East line of the West 20 feet of said Lot 6; and thence South along the East line of the West 20 feet aforesaid, a distance of 101.083 feet to the point of beginning together with the space in which to construct, use, maintain, repair, replace or renew from time to time adequate columns and foundations for the building contemplated by the present lease in the excepted space, as defined in the existing Air Rights Lease dated January 15, 1969 and recorded January 31, 1969 as Document 20744919, all in Cook County, Illinois (excepting therefrom the buildings and improvements located thereon).

UNOFFICIAL COPY

SERVICE LIST

Dave Osborne Construction Contracting, Inc.
Subcontractor's Notice and Claim for Lien
222 South Riverside Plaza, 15th Floor, Chicago, IL 60606

*All copies sent via U.S. Certified Mail, Return Receipt Requested
 Individual tracking numbers listed below each recipient*

RAR2 – 222 South Riverside, LLC c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, DE 19801 9314 7699 0430 0063 3398 42	Fifth Third Bank Fifth Third Center Chicago 222 South Riverside Plaza Chicago, IL 60606 9314 7699 0430 0063 8400 77
Fifth Third Bank Fifth Third Center 38 Fountain Square Plaza Cincinnati, OH 45263 9314 7699 0430 0063 8401 21	WeWork Companies Inc. c/o Illinois Corporation Service Corp. 801 Adlai Stevenson Drive Springfield, IL 62703 9314 7699 0430 0063 8402 20
Premier Fixtures LLC 400 Oser Avenue, Suite 350 Hauppauge, NY 11788 9314 7699 0430 0063 8402 82	GTP Towers V, LLC c/o CT Corporation System 208 S. LaSalle Street, Suite 814 Chicago, IL 60604 9314 7699 0430 0063 8404 35
GTP Structures II, LLC c/o CT Corporation System 208 S. LaSalle Street, Suite 814 Chicago, IL 60604 9314 7699 0430 0063 8405 10	Behringer Harvard South Riverside, LLC 14675 Dallas Parkway, Suite 600 Dallas, TX 75254 9314 7699 0430 0063 8475 96

40133514.1