

UNOFFICIAL COPY

FINAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT

UNCONDITIONAL - Morguard Coast LLC

STATE OF IL
COUNTY OF Cook

(use for all Users)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by Morguard Coast LLC ("Contractor") to furnish and install Hoist for the project known as 345 E. Wacker Drive, Chicago, IL, 60601 ("Project") of which Morguard Coast LLC is the owner ("Owner") PIN 17-10-318-061-0000 and on which Morguard Coast LLC is a contractor (herein referred to as the "Prime Contractor"). 17-10-319-06700000

The Undersigned, for and in consideration of No Dollars and No Cents (\$ 00) Dollars,

and in consideration of such sum and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for itself, its heirs, executors, and administrators, hereby waive and release

the Prime Contractor, the Prime Contractor's surety, the Contractor, the Contractor's surety, the Owner,

and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, and directors, from any and all demands, causes of action and claims for payment, whether known or unknown, including claims under the laws of the municipality, State or Federal Government relating to Payment Bonds and Prompt Payment, the Miller Act, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal or State laws, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished; and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time or any time hereafter, including Extras as defined below unless specifically reserved within this waiver and release, regardless of the amount of money actually received through that date by the Undersigned.

Extras are defined to include, but are not limited to, paid or unpaid changes, both oral and written, to the Undersigned's contract with the Contractor, and Claims, disputes, and additional work, as defined or discussed in the Undersigned's contract with the Contractor ("Extras"). Undersigned acknowledges that, prior to executing this waiver and release, it has assessed the potential impact of the broad scope of this waiver and release on its ability to recover additional compensation in connection with its Extras, and agrees that this waiver and release will apply to all Extras as of the date signed by the Undersigned, regardless of the accuracy of the Undersigned's assessment of the potential impact to the Undersigned. The Undersigned certifies that it has carefully read and understands this document, including but not limited to the Undersigned's waiving and releasing of Extras, and the Undersigned expressly acknowledges and agrees that the Contractor is relying on the Undersigned's certification in exchange for payment to the Undersigned. A party's failure, in the past or otherwise, to enforce the Undersigned's waiver and release of Extras contained within this document, shall not be construed as a waiver or relinquishment of the party's right to enforce such waiver and release at any time against the Undersigned, and upon demand the Undersigned shall immediately return such payment for waived Extras to the Contractor.

All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth; if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.


The Undersigned certifies and warrants that: (1) it has received payment of \$ 00 prior to this payment; (2) that all waivers and releases are true, correct

and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases; (3) that the following are the names of all parties who have furnished or will furnish material, equipment, services, or labor for the Undersigned's work and all parties having contracts or subcontracts for specific portions of the Undersigned's work or for material entering into the construction thereof and the amount due or to become due each and that the amounts listed below include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless,

the Prime Contractor, the Prime Contractor's surety, and the Owner

from any and all claims or demands for payment made by the Undersigned's suppliers or subcontractors pertaining to the Project, whether or not listed below. The Undersigned agrees that no information it provides below will be used to challenge or rebut the validity or enforcement of the Undersigned's waiver and release contained herein and the Undersigned waives its right to use the information provided below in such a manner. The Undersigned understands and agrees that the Contractor has relied upon the Undersigned's waiver and release of its Extras contained herein in exchange for payment to the Undersigned. The Undersigned agrees to promptly pay the companies the amounts listed below, or promptly return the funds to the Contractor.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID PREVIOUSLY	THIS PAYMENT	BALANCE DUE
Safway Atlantic, LLC	Hoist	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR, EQUIPMENT, SERVICES, AND MATERIAL TO COMPLETE		\$0.00	\$0.00	\$0.00	\$0.00



Doc# 2120119000 Fee \$45.00
RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 07/20/2021 09:03 AM PG: 1 OF 2

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: 12/17/2020
Signature: [Signature]
Printed Name: Joseph Taylor
Title of Person Signing: Branch Manager

Name of Company: Safway Atlantic, LLC
(Undersigned)
Subscribed and sworn before me this 17 day of December, 20 20

Notary Signature and Seal: [Signature]
CORRINE K OLIVER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/07/21

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Exhibit A

Legal Description

PARCEL 1:

LOT 4 (EXCEPT THE WEST 60 FEET) IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 60.00 FEET OF LOT 4 LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 3 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 41.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING BELOW THE CENTER LINE OF THE STRUCTURAL SLAB OF THE ROADWAY AT THE PLAZA LEVEL, BEING AN INCLINE PLANE HAVING AN ELEVATION OF 53.55 FEET ABOVE CHICAGO CITY DATUM ALONG THE NORTH LINE OF SAID LOT 4 AND AN ELEVATION OF 55.33 FEET ABOVE CHICAGO CITY DATUM ALONG SAID EASTERLY EXTENSION OF THE NORTH LINE OF LOT 3, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-10-318-061-0000 and
17-10-319-06700000

Property Address: 345 E. Wacker Drive, Chicago, IL 60601