STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

2125115029

Doc# 2125115029 Fee \$47.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH COOK COUNTY CLERK

DATE: 09/08/2021 01:50 PM PG: 1 OF 6

ORIGINAL CONTRACTOR'S CLAIM FOR LIEN [PRIVATE CONSTRUCTION]

THE UNDERSIONED LIEN CLAIMANT, Perkins+Will, Inc., of 410 N. Michigan Avenue, Chicago, Illinoic ("Lien Claimant"), hereby files a claim for Mechanics Lien against SL Civic Wacker LLC of 508 Main Street, Wilmington, Delaware, (hereinafter referred to as "Owner"); Wells Fargo Bank National Association, the Registered Holder of JPMBB Commercial Mortgage Securities Trust 2015-C31 Commercial Mortgage Pass-Through Certificates 2015 C-31 of 9062 Old Annapolis Road, Columbia, MD (herein referred to as "Lender") and all other persons or entities raving or claiming and interest in the below described real estate, and in support thereof states as follow:

- 1. On and after February 9, 2012, Owner owned the following described real estate in the County of Cook, State of Illinois, to wit: See Attached **Exhibit A**, commonly known as 20 N. Wacker Drive, Chicago, Cook County, Illinois, which real estate has the following permanent index numbers: 17-09-452-004-0000, 17-09-452-002-0000, and which is hereinafter together with all improvements referred to as the "Premises."
- 2. Lien Claimant made a written contract with Owner with a term of March 1, 2016 through February 28, 2019 to supply certain Architectural services, including labor and material, requested by Owner for the building erected on said Premises for a sum to be based on Engagement Letters, Work Orders and/or other directives issued by Owner from time to time thereafter.
- 3. At the special instance and request of Owner, Lien Claimant furnished material and labor under the Agreement and pursuant to Engagement Letters, Work Orders and/or other directives for the Premises having the value of \$216,000.34 through July 28, 2021.
- 4. On July 28, 2021, Lien Claimant substantially completed thereunder all required to be done by said contract.
- 5. Owner is entitled to credits on account thereof as follows, to wit: payments as follows: \$204,783.14, leaving due unpaid and owing to Lien Claimant for work performed, after

allowing all credits, the balance of \$11,217.20, for which, with interest, Lien Claimant claims a Mechanics Lien on said Premises.

- 6. Lien Claimant states in the alternative, and only to the extent that it is found that the Engagement Letters, Work Orders and/or other directives issued by Owner are each separate contracts, rather than a single contract:
- a) On or about February 5, 2020, Owner, through its authorized agent, directed Lien Claimant to supply architectural labor and material in connection with the Premises. Lien Claimant accordingly began supplying architectural labor and material shortly thereafter. Lien Claimant furnished materials and labor to the Premises pursuant to this direction having a value of \$11,153.35. On July 1, 2021, Lien Claimant substantially completed thereunder all required to be done by said direction. Owner is entitled to credits on account for payments totaling \$8,270.85, leaving due and owing to Lien Claimant the balance \$2,882.50 for which, with interest, Lien Claimant claims a Mechanics Lien on said Premises.
- On or about August 5, 2016, Owner, through its authorized agent, directed Lien Claimant to supply architectural labor and material in connection with lobby renovations for the Premises. Lien Claimant accordingly began supplying architectural labor and material shortly thereafter. Lien Claimant furnished materials and labor to the Premises pursuant to this direction having a value of \$6,737.50. On February 19, 2020, Lien Claimant substantially completed thereunder all required to be done by said direction. Owner is entitled to credits on account for payments totaling \$6,237.50, leaving due and owing to Lien Claimant the balance \$500.00 for which, with interest, Lien Claimant claims a Nechanics Lien on said Premises.
- C) On or about December 11, 2018, Cwner, through its authorized agent; directed Lien Claimant to supply architectural labor and material in connection with NCSEA renovations for the Premises. Lien Claimant accordingly began supplying architectural labor and material shortly thereafter. Lien Claimant furnished materials and labor to the Premises pursuant to this direction having a value of \$8,267.94. On June 25, 2019, Lien Claimant substantially completed thereunder all required to be done by said direction. Owner is entitled to credits on account for payments totaling \$3,860.17, leaving due and owing to Lien Claimant the balance \$4,407.77 for which, with interest, Lien Claimant claims a Mechanics Lien on said Premises.
- d) On or about July, 2018, Owner, through its authorized agent, issued Engagement Agreement #12 to Lien Claimant to supply architectural labor and material in correction with Suites 1000 and 1160 renovations for the Premises. Lien Claimant accordingly began supplying architectural labor and material shortly thereafter. Lien Claimant furnished materials and labor to the Premises pursuant to this Engagement Agreement having a value of \$189,841.55. On July 28, 2021, Lien Claimant substantially completed thereunder all required to be done by said Engagement Agreement. Owner is entitled to credits on account for payments totaling \$186,414.62, leaving due and owing to Lien Claimant the balance \$3,426.93 for which, with interest, Lien Claimant claims a Mechanics Lien on said Premises

Perkins+Will, Inc.

By William Berger, Director of Operations and Principal

STATE OF ILLINOIS) SS. COUNTY OF COOK)

The Affiant, William Berger, being first duly sworn, on oath deposes and says that he is Director of Operations and Principal of Perkins+Will, Inc., Lien Claimant; that he has read the foregoing claim for lier and knows the contents thereof; and that all statements therein contained are true.

William Berger, Director of Operations and Principal

Subscribed and sworn to before methis 7 day of September, 2021

Notary Public

"OFFICIAL SEAL"
BURTON E. TOMTEN
Notary Public, State of Illinois
My Commission Expires 06/05/2022

This document prepared by and mail to:

Jennifer A. Nielsen Lyman & Nielsen, LLC 900 Oakmont Lane, Suite 308

900 Oakmont Lane, 2.
Westmont, IL 60559
Fel: 630/575-0020

2125115029 Page: 4 of 6

UNOFFICIAL COPY



Property Info mation	
State: IL	County: Cook
Address:	Parcel ID:
20 N WACKER DR, CHICAGO	17-09-452-002-0000; 17-09-452-004-0000

Legal Description:

PARCEL 1 LOTS 2, 2B, 3, 3A, 3B, 2C, 3E, 3F, 3G, 3H, 31, 3J, 3K, 3L, 3L(E), 3L(W), 3M, 3P, 3V, 3Z, 3 AA, 3BB, 3CC, 4A, 4B, 4C, 4D, 4E, 3*, 3C', 3L*, 3N*, 3P* 3Q*, 3R*, 3S*, 3T*, 3U*, 3V*, 3W*, 3X*, 3Y*, 3BB*, 3CC*, 3DD* AND 4* IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDED SEING A SUBDIVISION OF THE FOLLOWING PROPERTY:

LOTS 1 AND 2 IN "COUNTY CLERK'S DIVISION OF BLOCK 52, ORIGINAL TOWN AND WHARFING PRIVILEGES" ACCORDING TO THE MAP THEREOF RECORDED MAY 10, 1878 IN BOOK 13 OF PLATS, AT PAGE 90, IN THE RECORDERS OFFICE OF COOK COUNTY. I'LLINOIS, EXCEPT THAT PART LYING WEST OF THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DEED RECORDED AUGUST 2, 1913 AS DOCUMENT NUMBER 5237569 (SAID LINE ALSO BEING THE WESTERLY FACE OF THE DOCK OR WHARF ON THE EAST BANK OF THE CHICAGO RIVER AS SHOWN ON SURVEY MADE BY THE CITY OF CHICAGO BUREAU OF SURVEYS DATED JUNE 18, 1913) IN SECTION 9, TOWNSHIP 29 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO DESCRIBED AS ALL THAT TRACT OF LAND BOUNDED ON THE EAST BY WACKER DRIVE, ON THE SOUTH BY MADISON STREET, ON THE WIST BY THE CHICAGO RIVER AND ON THE NORTH BY WASHINGTON STREET, IN THE CITY OF CHICAGO, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE FACADE EXCEPTED FROM THE LOTS CONVEYED TO

LYRIC OPERA OF CHICAGO BY DEED DATED FEBRUARY 29, 1996 AND RECORDED ON APRIL 15, 1996 AS DOCUMENT NUMBER 96280661. (THE FACADE IS DEFINED IN EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 24, 1992 AND RECORDED ON APRIL 15, 1993 AS DOCUMENT NUMBER 93277677, AS AMENDED BY FIRST AMENDMENT THERETO DATED FEBRUARY 29, 1996 AND RECORDED ON MARCH 1, 1996 AS DOCUMENT NUMBER 96161903, AND AS FURTHER AMENDED BY SECOND AMENDMENT THERETO DATED AS OF SEPTEMBER 29, 1997 AND RECORDED ON OCTOBER 1, 1997 AS DOCUMENT NUMBER 97728117); EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED LAND CONVEYED TO THE LYRIC OPERA OF CHICAGO, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, BY DEED RECORDED AS DOCUMENT 0816531008, DESCRIBED AS FOLLOWS: LOT 2, FIRST FLOOR LOTS, IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDERS OFFICE AS DOCUMENT NUMBER 96280660; SAID LOT 2 HAVING AS A LOWER L'MIT A HORIZONTAL PLANE OF +21.00 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HURIZONTAL PLANE OF ELEVATION +38.97 FEET CHICAGO CITY DATUM; AND THAT PART OF LOT 3, F'RST FLOOR LOTS, IN THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 1.66 FEET TO ITS SOUTHWEST CORNER THEREOF; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3 EAST LINE OF LOT 2 AFCRESAID, A DISTANCE OF 78.21 FEET TO THE NORTHEAST CORNER OF LOT 2 AFORESAID: THENCE NOPTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LIVE, 1.66 FEET TO THE EAST LINE OF LOT 3 AFORESAID: THENCE SOUTH 1 DEGREE 23 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF LOT 3 AFORESAID, 78.21 FEET TO THE HEREINABOVE D:SIGNATED POINT OF BEGINNING; SAID PART OF LOT 3 HAVING AS A LOWER LIMIT A HORIZONTAL PLANT OF +21.00 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF FLEVATION +38.97 FEET CHICAGO CITY DATUM; AND THAT PART OF LOT 3, THIRD FLOOR LOTS, 111 THE PLAT OF SUBDIVISION DATED FEBRUARY 7, 1996, PREPARED BY NATIONAL SURVEY SERVICE, INC. CAPTIONED CIVIC OPERA BUILDING SUBDIVISION, AND RECORDED APRIL 15, 1996 WITH THE COOK COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 96280660, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 88 DEGREES 34 MINUTES 46 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 25.35 FEET TO ITS SOUTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID LOT 3 FOR THE FOLLOWING DESCRIBED TWENTY (20) COURSES: THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 10.32 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 1.74 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 6.43 FEET; THENCE NORTH 88 LEGFEFS 36 MINUTES 57 SECONDS EAST, 6.90 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONOS WEST, 3.08 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 2.11 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 9.62 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.42 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 6.61 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 0.64 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 22.16 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.11 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 24.07 FEET; THENCE NORTH 46 DEGREES 23 MINUTES 03 SECONDS WEST, 4.95 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 4.41 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 2.25 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 5.00 FEET; THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, 1.15 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 6.60 FEET: THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 16.23 FEET TO AN ANGLE CORNER IN LOT 3 AFORESAID; THENCE NORTH 7 DEGREES 16 MINUTES 53 SECONDS WEST, ALONG A WESTERLY LINE OF LOT 3 AFORESAID, 0.79 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, ALONG A NORTHERLY LINE OF LOT 3 AFORESAID AND ITS WESTERLY

2125115029 Page: 6 of 6

UNOFFICIAL COPY

EXTENSION, 2.26 FEET; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF LOT 3 AFORESAID FOR THE FOLLOWING DESCRIBED TEN (10) COURSES: THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, 6,24 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 8.31 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 0.72 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.36 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 15.44 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 1.18 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 3.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, 1.4F FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, 4.97 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 57 SECONDS WEST, 0.21 FEET; THENCE NORTH 1 DEGREE 23 MINUTES 03 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.02 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.04 FEET; THENCE SOUTH 1 DEGREE 23 MINUTES 03 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.48 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 57 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.86 FEET TO THE EAST LINE OF LOT 3 AFORESAID; THENCE SOUTH 1 DEGREE 23 MINUTES 14 SECONDS EAST ALONG THE EAST LINE OF LOT 3 AFORESAID, 128.95 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING; SAID PART OF LOT 3 HAVING AS A LOWER LIMIT A HORIZON (ALPLANE OF +54.49 FEET CHICAGO CITY DATUM AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANT OF ELEVATION +66.54 FEET CHICAGO CITY DATUM; EXCEPTING FROM ALL THE ABOVE THAT PART OF THE LAND FALLING WITHIN THE FACADE AS DEFINED IN THE EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 15, 1993 AS DOCUMENT NO. 93277677, AS AMENDED; PARCEL 2: EASEMENTS RIGHTS FOR THE BENEFIT OF PARCEL 1 MORE FULLY DESCRIBED IN EASEMENT AND OPERATING AGRESTIENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND TRAVELERS INSURANCE COMPANY AND DATED DECEMBER 24, 1992 AND RECORDED ON APRIL 15, 1993 AS DOCUMENT NUMBER 9327/6/7, AS AMENDED BY FIRST AMENDMENT THERETO DATED FEBRUARY 29, 1996 AND RECORDED ON MARCH 1, 1996 AS DOCUMENT NUMBER 96161903, AND BY SECOND AMENDMENT THERETO DATED AS OF SEPTEMBER 29, 1997 AND RECORDED ON OCTOBER 1, 1997 AS DOCUMENT NUMBER 97728117, EACH MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND WINDY POINT L.L.C., AS FURTHER AMENDED BY THIRD AMENDMENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND EOP OPERATING LIMITED PARTNERSHIP RECORDED APRIL 17, 2008 AS DOCUMENT 0810822039, AND FURTHER AMENDI D 3Y FOURTH AMENDMENT MADE BY AND BETWEEN LYRIC OPERA OF CHICAGO AND CIVIC OPERA, L.P. RECORDED JUNE 13, 2008 AS DOCUMENT 0816531007; ALL OF WHICH INCLUDE, WITHOUT LIMITATION, EASEMENTS OVER, UPON, ACROSS AND WITHIN PORTIONS OF THE "THEATER PROPERTY" AS DEFINED AND DESCRIBED THEREIN.