

# UNOFFICIAL COPY



## CLAIM FOR MECHANICS LIEN

Doc# 2313715031 Fee \$46.00

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/17/2023 02:04 PM PG: 1 OF 5

The claimant, Gurtz Electric Co., ("Lien Claimant"), an Illinois corporation with a place of business at 77 W. Seegers Road, Arlington Heights, Illinois, County of Cook, files a claim for lien as stated below against the Property identified below, improvements on the Property, Carey Heirs Properties LLC, an Illinois limited liability company ("Owner"), and against any person claiming an interest in and all estates of the Property identified below.

On December 11, 2019, Owner owned the real property in the County of Cook, State of Illinois, legally described as shown on Exhibit A, attached hereto and incorporated herein, commonly known as 3501 S. Laramie, Stickney, Illinois ("Property"), associated with Permanent Real Estate Index Numbers: 16-33-400-001, 16-33-400-005, 16-33-400-040, 16-33-501-001.

On or about December 11, 2019, Lien Claimant entered into a subcontract ("Subcontract") with W.E. O'Neil Construction Co. Inc. ("W.E. O'Neil") for the performance of electrical subcontracting work for a project related to the Hawthorne Race Course and Casino ("Project"). On information and belief, Owner entered into one or more contracts with W.E. O'Neil or knowingly permitted one or more of its agents or affiliated companies to enter into one of more contracts with W.E. O'Neil, including one or more of the following contracts:

- 1) on or before December 11, 2019, Tim Carey and W.E. O'Neil entered into a "Principal Contract" with W.E. O'Neil as the general contractor for the Project and Hawthorne Race Course, Inc, an Illinois corporation ("Hawthorne") as "owner", with an effective date of July 26, 2019;
- 2) on or about October 21, 2020, W.E. O'Neil entered into a written agreement with Hawthorne (also known as the "Enabling Agreement"), with the knowledge, authorization and permission of Owner, wherein W.E. O'Neil agreed to perform general construction services on the Property and Hawthorne and W.E. O'Neil stipulated that part of the work had been performed prior to the effective date of the Enabling Agreement;
- 3) on May 30, 2022 Hawthorne and W.E. O'Neil entered into a contract ("Separation and Settlement Agreement") that among other things ratified the Enabling Agreement and liquidated the amounts due Lien Claimant, assigned the Subcontract to Hawthorne, and preserved rights arising from the Enabling Agreement.

And furthermore, in the alternative or additionally, Owner knowingly permitted W.E O'Neil to enter into contracts for work related to the Project, including the Subcontract. W.E. O'Neil P.I.N. 16-33-400-001, 16-33-400-005, 16-33-400-040, 16-33-501-001

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requested and Lien Claimant agreed to change orders and extra work to be performed under the Subcontract. The Owner had knowledge of and authorized or permitted W.E. O'Neil to enter into the Subcontract, agree to change orders and request extra work. Lien Claimant has performed all work required of it that it was not excused from performing. Lien Claimant is identified on and the amounts due Lien Claimant appear on sworn statements submitted by W.E. O'Neil for the Project.

On June 15, 2022, the Lien Claimant last performed work or extra work on the Project, Claimant had performed Subcontract work, including extra work, having a total value of One Million Nine Hundred Eighty One Thousand Seven Hundred Eighteen Dollars and No Cents (\$1,981,718.00). Lien Claimant has received payments of \$870,557.00 for that work. After allowing all just deductions and credits, the amount due, unpaid and owing to Lien Claimant for work, including extra work, on the Property is **One Million One Hundred Eleven Thousand One Hundred Sixty-One Dollars and No Cents (\$1,111,161.00)** and Lien Claimant claims a mechanics lien for that amount.

Lien Claimant is due interest on the amount of its lien at the statutory rate of 10% per *annum*, entitled to be paid its reasonable attorneys' fees and costs by the Owner, and has other rights under contract, statute, in equity and under the law and reserves all of those rights. Any waiver that Lien Claimant that was conditioned on payments that have not been made or could be construed to waive any of the amount now claimed in this lien are ineffective, unenforceable and withdrawn.

The undersigned, being first duly sworn on oath, deposes and states that she is the Chief Operating Officer of the Lien Claimant, that she is duly authorized to execute this lien claim, that she has read the above and foregoing lien claim, that she has knowledge of the contents thereof, and that same are true.

Date: May 16, 2023

LIEN CLAIMANT: Gurtz Electric Co., an Illinois corporation

Signed: \_\_\_\_\_

Name: Pat Thornton

Title: Managing Executive Vice President

This document was prepared by:

Jeffrey L. Hamera

DUANE MORRIS LLP

190 S. LaSalle St., Suite 3700

Chicago, Illinois 60603

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CORNER; THENCE WEST PERPENDICULAR TO SAID EAST LINE OF SOUTHEAST 1/4, A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY ON A LINE WITH AN ANGLE OF 164 DEGREES, 24 MINUTES, MEASURED FROM EAST TO SOUTHWEST FROM LAST DESCRIBED LINE, A DISTANCE OF 259.98 FEET TO A POINT WHICH IS 290.41 FEET (MEASURED PERPENDICULAR WEST OF SAID EAST LINE OF THE SOUTHEAST 1/4 AND THENCE EASTERLY, A DISTANCE OF 292.08 FEET TO THE POINT OF BEGINNING;

EXCEPTING FROM THE ABOVE DESCRIBED LAND THE EAST 50.00 FEET THEREOF FALLING IN CICERO AVENUE, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

A STRIP OF LAND 20.00 FEET WIDE AND 1705.1 FEET LONG IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST 1/4, 957 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE 1705.1 FEET TO THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE EAST 20 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE 1705.1 FEET; THENCE WEST 20 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE SOUTH 606.82 FEET OF THE ABOVE DESCRIBED LAND, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF BLOCK 'A' (EXCEPT THE EAST 80.00 FEET AND EXCEPT THE WEST 8.00 FEET) IN CALVIN F. TAYLOR'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WEST 37TH STREET AND NORTH OF THE NORTH LINE OF WEST 38TH STREET, IN COOK COUNTY, ILLINOIS.

**Common Address:**

3501 S. LARAMIE, CICERO, IL 60804

**Permanent Index Number:**

16-33-322-010-0000

16-33-400-001-0000

16-33-400-005-0000

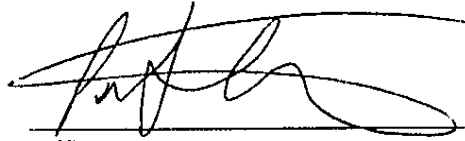
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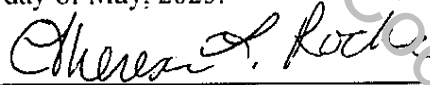
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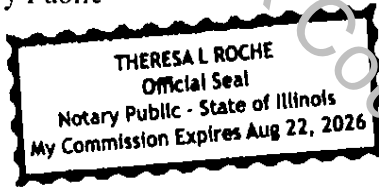
STATE OF ILLINOIS            )  
   ) SS  
 COUNTY OF DUPAGE         )

This Affiant, Pat Thornton, being first duly sworn on oath, deposes and states, that he is the Managing Executive Vice President of Lien Claimant, he has read the above and foregoing Assignment of Claims and Claim for Mechanics Lien, has knowledge of the contents thereof and that the same is true.

  
 \_\_\_\_\_  
 Affiant

Subscribed and sworn to before me this  
 16th day of May, 2023.

  
 \_\_\_\_\_  
 Notary Public



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## Exhibit A

### Legal Description

#### PARCEL 1:

ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL (EXCEPT THE 20.00 FEET WIDE RAILROAD SWITCH TRACK RIGHT OF WAY CONVEYED TO THE AMERICAN TAR PRODUCTS COMPANY, INC., BY DEED DATED JUNE 25, 1921 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS IN BOOK 16967, PAGE 272 AS DOCUMENT 7212576; ALSO, EXCEPT THE EAST 50.00 FEET, LYING NORTH OF THE SOUTH LINE OF OGDEN DITCH ALSO CALLED WEST FORK OF SOUTH BRANCH OF THE CHICAGO RIVER), LYING NORTH OF A LINE, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE EAST LINE OF SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1213.18 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST AT AN ANGLE OF 90 DEGREES SOUTH TO WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY ON A LINE WITH AN ANGLE OF 164 DEGREES, 24 MINUTES, MEASURED FROM EAST TO SOUTHWEST FROM LAST DESCRIBED LINE, A DISTANCE OF 259.98 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 36 MINUTES TO LEFT FROM LAST DESCRIBED LINE, A DISTANCE OF 849.63 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 17 MINUTES TO THE LEFT FROM LAST DESCRIBED LINE, A DISTANCE OF 234.76 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 04 DEGREES, 28 MINUTES, 15 SECONDS TO THE RIGHT, FROM LAST DESCRIBED LINE, A DISTANCE OF 210.14 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 02 DEGREES, 54 MINUTES, 30 SECONDS TO THE RIGHT FROM LAST DESCRIBED LINE, A DISTANCE OF 482.83 FEET;

THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 06 MINUTES, 52 SECONDS TO THE LEFT FROM THE LAST DESCRIBED LINE, A DISTANCE OF 411.74 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 03 DEGREES, 13 MINUTES, 30 SECONDS TO THE LEFT FROM THE LAST DESCRIBED LINE, A DISTANCE OF 259.35 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 606.821 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 33, WHICH IS 1174.48 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 38.70 FEET TO A POINT 1213.18 FEET NORTH OF SAID SOUTHEAST