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Karen A. Yarbrough
Cook County Clerk
Date: 12/05/2023 10:28 AM Pg: 1 of 8

Property of Cook County Clerk's Office

ORDER

COVER PAGE FOR RECORDER'S USE

Permanent Real Estate Index Nos.: 17-09-400-036-0000

Address of Real Estate: 333 West Wolf Point Plaza, Chicago, IL 60654

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING, RETURN MAIL TO:

Patrick J. Enright
O'Rourke, Hogan, Fowler & Dwyer, LLC
10 S. LaSalle Street, Suite 3700
Chicago, IL 60603

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(The above space for Recorder's use)

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION, MECHANICS LIEN SECTION**

IN THE MATTER OF:)
)
LUSE THERMAL TECHNOLOGIES, LLC) Bond No.: 107847053
MECHANIC'S LIEN CLAIM)
RECORDED AS DOCUMENT NO. 2323313304)

**SURETY BOND IN LIEU OF MECHANIC'S LIEN CLAIM
PURSUANT TO 770 ILCS 60/38.1**

WHEREAS, Luse Thermal Technologies, LLC ("Claimant") whose address is 3990 Enterprise Court, Aurora, IL 60504 on August 21, 2023 recorded a Mechanic's Lien Claim ("Claim") with the Cook County Recorder of Deeds as Document Number 2323313304 against the following described property ("Property") owned by Wolf Point South Owner, LLC (Owner) and JP Morgan Chase Bank, NA. (Lender); and any persons claiming an interest in the premises.

Common address: 333 West Wolf Point Plaza, Chicago, IL 60654, referred to as "Subject Property" and

Parcel number(s): (SEE ATTACHED- Exhibit A)

WHEREAS, Walsh Construction Company II, LLC, ("Principal"), whose address is 929 West Adams Street, Chicago, Illinois 60607, desires to give a bond for releasing the Claim from the Property pursuant to 770 ILCS 60/38.1; and

WHEREAS, Principal has arranged for Travelers Casualty and Surety Company of America ("Surety"), whose address is One Tower Square, Hartford, CT 06183 to act as surety on this surety bond.

NOW, THEREFORE, Principal and Surety hereby bind themselves to the Claimant under the conditions prescribed by 770 ILCS 60/38.1, inclusive, in the penal sum of Three Hundred Two Thousand, Seven Hundred Twenty Eighty Dollars and 79/100 (\$302,728.79), 175% of the Claim amount, to pay the Claimant the amount which a court of competent jurisdiction may hereafter adjudge to have been secured by the Claim, including attorney's fees (if awarded) and interest, but in no event shall the liability of the Principal and Surety on this bond exceed the aforesaid penal sum of this surety bond.

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The Principal and Surety submit to the jurisdiction of the court in the above entitled proceeding for the purpose of entry of a judgment against them pursuant to the conditions of 770 ILCS 60/38.1 or if there is no proceeding pending as of the date of this surety bond, the Principal and Surety agree to submit to the jurisdiction of the court in a future proceedings to enforce the Claim provided that the Principal and Surety are properly named as parties defendant as prescribed by 770 ILCS 60/38.1 and timely served with notice of the complaint or counterclaim of the Claimant in said future proceeding.

Any final and not further appealable decree entered in a proceeding in favor of the Claimant based on the Claim covered by this surety bond constitutes a monetary judgment ("Judgment") against the Principal and Surety for the amount found due to the Claimant in said decree, including interest and attorneys' fees, limited as to the Principal and Surety to the full amount of the bond.

This bond shall remain in full force and effect until the first of the following occurs: (1) the Judgment is fully satisfied, (2) the entry of a final and not further appealable adjudication that the Claim is invalid or void, (3) the Claim or this bond has been released by the Claimant, or (4) the time to enforce the Claim has expired without the Claimant having taken the required action to enforce the Claim.

IN TESTIMONY WHEREOF, the Principal and Surety have executed this bond in Chicago, Illinois on the 1st day of November, 2023.

Walsh Construction Company D, LLC
(Principal)



(Signature of Principal) Sean C. Walsh, President

Travelers Casualty and Surety Company of America
(Surety)



Brenda D. Hockberger, Attorney-in-Fact

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EXHIBIT A

LEGAL DESCRIPTION

LOT 3 IN WOLF POINT II SUBDIVISION, A SUBDIVISION OF LOT 16 IN WOLF POINT SUBDIVISION OF PARTS OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 2015 AS DOCUMENT 1535029002, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID LOT 3 LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.17 FEET ABOVE CHICAGO CITY DATUM, AND PROJECTED VERTICALLY WITHIN ITS HORIZONTAL LIMITED DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF WOLF POINT II SUBDIVISION AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 187.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LOT 3 AFORESAID, 95.83 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 27.58 FEET TO A LINE 27.58 FEET SOUTH FROM AND PARALLEL WITH THE NORTH OF LOT 3 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE, 95.83 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 27.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

THAT PART OF SAID LOT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 1.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 18 ABOVE CHICAGO CITY DATUM, AND PROJECTED VERTICALLY WITHIN ITS HORIZONTAL LIMITS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF WOLF POINT SUBDIVISION AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 197.01 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 27.58 FEET TO A LINE 27.58 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; OR

THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 118.00 FEET TO A LINE 145.98 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE, 14.33 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 118.40 FEET TO A LINE 27.58 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 90

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DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID PARALLEL LINE, 14.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel ID: 17-09-400-036-0000

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Brenda D Hockberger of Chicago / Naperville Illinois their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company; provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of November, 2023



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

F.E. MORAN, INC.,)
)
 Plaintiff,)
)
 v.)
)
 WOLF POINT SOUTH OWNER LLC,)
 WALSH CONSTRUCTION COMPANY II, LLC,)
 SALESFORCE, INC. f/k/a SALESFORCE.COM,)
 INC., HINES WOLF POINT SOUTH LLC,)
 NORTEK AIR SOLUTIONS, LLC,)
 BARTKOWSKI LIFE SAFETY CORP.,)
 JP MORGAN CHASE)
 BANK, N.A., CIVES CORPORATION,)
 DANNY'S CONSTRUCTION COMPANY, LLC,)
 UNKNOWN OWNERS AND NON-RECORD)
 CLAIMANTS, UNKNOWN NECESSARY)
 PARTIES,)
)
 Defendants.)

Case No. 2023 CH 06769

Judge Anthony C. Kyriakopoulos

WOLF POINT SOUTH OWNER, LLC for the use)
 And benefit of F.E. MORAN, INC.,)
)
 Plaintiff,)
)
 v.)
)
 TRAVELERS CASUALTY AND SURETY)
 COMPANY OF AMERICA, ZURICH)
 AMERICAN INSURANCE COMPANY,)
 FIDELITY AND DEPOSIT COMPANY OF)
 MARYLAND, FEDERAL INSURANCE)
 COMPANY, AND LIBERTY MUTUAL)
 INSURANCE COMPANY,)
)
 Defendants.)

ORDER

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This matter coming to be heard on Petitioner Walsh Construction Company II, LLC's ("Walsh" or "Petitioner") Petition for Substitution of Bond for Lien Recorded by Luse Thermal Technologies, LLC ("Luse Thermal"), it is hereby ordered:

1. The Petition for Substitution of Bond for Lien ("Petition") is granted as to the bond for Luse Thermal.
2. The substitution bond ("Bond") pertaining to the lien claim ("Lien Claim") filed by Luse Thermal is approved.
3. The Bond is substituted for the real estate, commonly known as Salesforce Tower Chicago, 333 West Wolf Point Plaza, Chicago, County of Cook, Illinois, 60654 and having PIN 17-09-400-036-0000 ("Property"), securing the Lien Claim.
4. Luse Thermal's right to recover on the Bond is substituted for the causes of action that could be asserted by it under Section 9, 27, or 28 of the Illinois Mechanics Lien Act (770 ILCS 60/1 *et. seq.*).
5. The defendants Wolf Point South Owner LLC, Salesforce, Inc. f/k/a Salesforce.com, Inc., Hines Wolf Point South LLC, and JP Morgan Chase Bank, N.A. are dismissed from this lawsuit, provided that Wolf Point South Owner, LLC for the use and benefit of F.E. Moran, Inc., the plaintiff of the claim against the payment bond issued on behalf of Walsh as set forth in F.E. Moran's Complaint, is not dismissed or otherwise removed from this lawsuit.
6. The undersigned counsel will:
 - (1) send copies of this order to Luse Thermal and all persons who were to receive a copy of the Petition; and
 - (2) submit a copy of this order, together with executed copies of the approved Bond, for recording to the Cook County Recorder of Deeds within seven (7) business days of entry of this order.

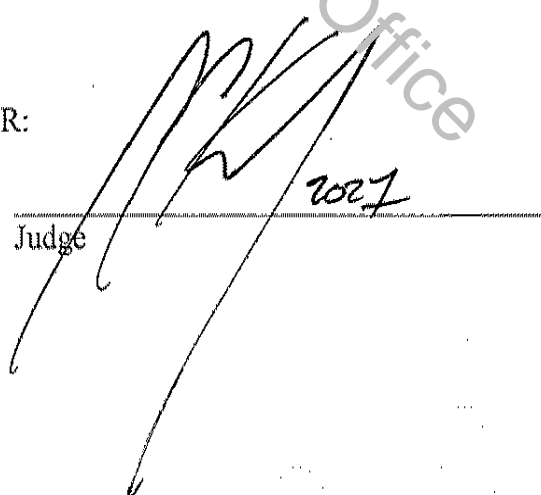
Judge Anthony C. Kyriakopoulos

NOV 29 2023

Circuit Court 2027

ENTER:

Judge



2027

Prepared by:

Colleen B. Cavanaugh (ccavanaugh@ohfdlaw.com)

O'Rourke, Hogan, Fowler & Dwyer, LLC

10 South LaSalle Street, Suite 3700

Chicago, IL 60603

(312) 739-3500

Firm No.: 39291