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IN THE OFFICE OF THE
RECORDER OF DEEDS FOR
COOK COUNTY, ILLINOIS

Doc# 2414408022 Fee \$46.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
CEDRIC GILES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

COOK COUNTY CLERK'S OFFICE

DATE: 5/23/2024 11:38 AM

PAGE: 1 OF 5

CONTRACTOR'S CLAIM FOR MECHANICS LIEN

The UNDERSIGNED LIEN CLAIMANT, DKI Solutions LLC ("Claimant" or "Contractor"), a Delaware limited liability company authorized to do business in Illinois with its principal offices located at 1720 W. Division St., Suite 48, Chicago, IL 60622, hereby records its Contractor's Claim for Mechanic's Lien against the Property (defined below), including the improvements thereon, and against the interest of the following entities: 830 NMA Owner LLC ("Owner") with an address of c/o Farpoint Development, 120 N. Racine Ave., Suite 200, Chicago, IL 60607; Uniqlo ("Tenant") with an address c/o Cogency Global Inc., 600 South Second Street, Suite 404, Springfield, IL 62704; Centennial Bank ("Mortgagee") with an address of 12 East 49th Street, 28th Floor, New York, NY 10017; AFF V Trust with an address of c/o The Ardent Companies, 3565 Piedmont Road NE, Building 1, Suite 200, Atlanta, GA 30305; and AFF V North Michigan Ave, LP with an address of c/o The Ardent Companies, 3565 Piedmont Road NE, Building 1, Suite 200, Atlanta, GA 30305 (AFF V Trust and AFF V North Michigan Ave, LP are collectively the "Assignors"), and all other persons or entities having or claiming an interest in the below described property, and in support thereof states as follows:

1. On or about December 20, 2023, through a special warranty deed recorded on or about that date, Owner became the record property owner of the following described real estate and improvements thereon in Cook County, Illinois, commonly known as 830 North Michigan Avenue, Chicago, Illinois and legally described as follows:

See Legal Description, attached hereto as Exhibit A

and having the following permanent real estate tax number: 17-03-225-029-0000 (together with all improvements thereon referred to as the "Property").

2. Claimant made a contract ("Contract") with FP USA Corp d/b/a Facility Plus ("Facility Plus") as authorized agent for Tenant effective on September 13, 2023, under which Claimant agreed to provide all necessary labor, material, and related services, including disaster recovery, mitigation, reconstruction, and related services for various properties as authorized by work orders to be issued by Facility Plus. In accordance with the Contract, Claimant was to perform its services at a unit price or time and material basis.

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3. On or about January 19, 2024, Facility Plus, pursuant to the Contract, issued a work order to Claimant (or one of its affiliates) to clean-up, mitigate, dehumidify and stabilize water-related damage to the Tenant's premises at the Property (the "Work Order"). Upon information and belief, both Owner and Tenant authorized or otherwise knowingly permitted Claimant to perform such work and failed to protest or otherwise accepted the benefits of the Claimant's work all of which constituted an improvement to real property.
4. Claimant (either directly or through one of its franchisees as contemplated by the Contract) has furnished labor, materials and equipment required under the Contract and Work Order at the overall value of **Forty-One Thousand Four Hundred Ninety-One and Seventy-Three Cents (\$41,491.73)**.
5. Claimant has not been paid for any of its work so no credits are due.
6. The remaining balance due and owing to the Claimant is **Forty One Thousand Four Hundred Ninety-One Dollars and Seventy Three Cents (\$41,491.73)**, which principal amount bears interest at the statutory rate of 10 percent per annum.
7. Claimant's last day of work on the Property was January 25, 2024.
8. Claimant claims a mechanics lien under the Illinois Mechanics Lien Act, 770 ILCS 60/1 *et seq.* on and against the Tenant's premises at the Property, and the Property, including all land and improvements thereon, in the amount of **Forty One Thousand Four Hundred Ninety-One Dollars and Seventy Three Cents (\$41,491.73)**, plus interest.
9. Claimant revokes any waiver of lien rights for which Claimant has not received payment.

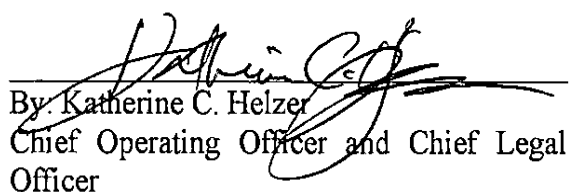
DKI Solutions LLC


Katherine C. Helzer

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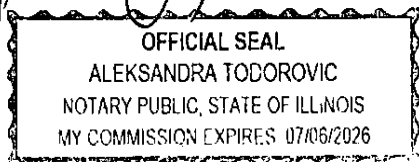
STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

The Affiant, Katherine C. Helzer, being first and duly sworn on oath deposes and says that she is the Chief Operating Officer and Chief Legal Officer of the Claimant, and that she has read the foregoing Contractor's Claim for Mechanics Lien and knows the contents thereof and that all statements therein contained are true except those based upon information and belief which she verily believes to be true.


 By: Katherine C. Helzer
 Chief Operating Officer and Chief Legal Officer

Subscribed and sworn to before me
 this 22nd day of May, 2024.


 Notary Public



Prepared by and return to:
 Daniel Brennan
 Laurie & Brennan LLP
 2 North Riverside Plaza
 Suite 1750
 Chicago, Illinois 60606

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREFINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICeways, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT MADE BY AND BETWEEN 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION AND GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, AND BCAF-VRC, LLC, DATED SEPTEMBER 25, 2013, AND RECORDED OCTOBER 2, 2013, AS DOCUMENT 1327516040, WHICH INCLUDES EXHIBIT C-1 WHICH SUPPLEMENTS BUT DOES NOT REPLACE ORIGINAL DEPICTION IN AGREEMENT.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO

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THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (I) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (II) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS")

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965530, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR: (I) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (II) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE BASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HEREINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS").

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

COMMON ADDRESS: 830 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS 60611

PIN: 17-03-225-029-0000