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STIPULATION AND WAIVER OF RIGHTS TO FILE MECHANICS' LIEN

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Reference is hereby made to that certain Owner-Contractor Agreement by and between 161 North Clark Street Limited Partnership ("Owner") and Morse/Diesel, Inc. ("Contractor") dated as of November 15, 1989 (the "Agreement") relating to the property described on Exhibit A attached hereto and made a part hereof (the "Property").

The undersigned hereby gives notice, pursuant to Sections 9.8.2 and 14.1 of the Agreement, that Contractor has fully and completely waived and released, for itself, its successors and assigns, and for all its subcontractors and materialmen or their respective materialmen, any and all claim of, or right to, mechanics' liens, under the statutes of Illinois, against, or with respect to the Property or any part thereof. Furthermore, Exhibit H to the Agreement (a copy of which is attached hereto as Exhibit B) sets forth the "no-lien" provision which shall be inserted in all of Contractor's agreements with subcontractors relating to the Property or any part thereof or for any and all work performed under the Agreement.

161 North Clark Street Limited Partnership

By: Lingo Chicago Property I Limited Partnership, the Managing General Partner

By: 
Its _____

WITNESSES:

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
Robert C. Lee, Esq.
Jones, Day, Heavis & Pogue
77 West Wacker Drive
Chicago, Illinois 60601-1692

FIN #: 17-09-424-001
17-09-436-009
17-09-436-013
17-09-463-014

ADDRESS OF PROPERTY:
161 North Clark
171 North Clark
Chicago, Illinois 60601

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STATE OF ILLINOIS)
COUNTY OF Chest) SE

I, MARK E. MULLEN, a Notary Public in and for the County aforesaid, State of Illinois, do hereby certify that ALL ENRICH general partner of ENRICH ORGANIC SYSTEMS, LTD. LIMITED PARTNERSHIP

limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such general partner, and as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of February, 1993.

Mark E. Mullen
Notary Public

My commission expires: _____

5864c

NOTARIAL SEAL
MARK E. MULLEN, Notary Public
Bureau of Cook County
Illinois, Commission Expires 8/1/94

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

Description of Real Property

PARCEL 1:

The West half of Lot 2, and that part of the West half of the East half of Lot 2 lying West of the West 18 feet of the East 19 feet of said West half of the East half of Lot 2; and all of Lots 3, 5 and 6, in Block 35 in the Original Town of Chicago, in the Southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Also Lots 1 to 9, inclusive, in George Smith's Subdivision of Lot 4 in said Block 35.

Also that part of vacated Couch Place which lies North of said Lots 5 and 6 and South of said Lot 3 and said Lot 4, in said Block 35.

PARCEL 2:

The East 1 foot of the West half of the East half of Lot 2 in said Block 35.

PARCEL 3:

The East 1/2 of Lot 7 in Block 17 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Excepting therefrom the following described property which was taken in condemnation proceedings in the Circuit Court of Cook County, Illinois, in Case No. 88 L 90733:

The North 115.00 feet of the East 1/2 of Lot 7 lying above a horizontal plane having an elevation of +22.00 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

AND

The South 18.00 feet of the North 127.00 feet of the East 1/2 of Lot 7 lying above a horizontal plane having an elevation of +12.56 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois;

AND

That part of the East 1/2 of Lot 7, except the North 127.00 feet thereof, lying above a horizontal plane having an elevation of +12.56 feet above Chicago City Datum, all in Block 17 in the Original Town of Chicago, in the Southeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.)

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POST #1

Permanent exclusive easement for the passage of vehicles under and across Lake Street as created by court order entered in Case No. 86 L 90733 in the Circuit Court of Cook County, Illinois, which court order was recorded on December 16, 1996 as Document No. 86-001,333, under and across the following described property:

That part of W. Lake Street lying between and adjoining Blocks 17 and 35 in the Original Town of Chicago in the Southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning on the North line of said W. Lake Street at the intersection of said line with the East line of N. Carvey Court, said East line of N. Carvey Court being also the West line of East half of Lot 7 in Block 17 in The Original Town of Chicago, aforesaid, and running

Thence East along said North line of W. Lake Street, said North line being also the South line of aforesaid Block 17, a distance of 31.33 feet;

Thence Southwesterly along an arc of a circle convex to the Southwest, and having a radius of 175.33 feet, a distance of 83.33 feet, to a point which is 0.66 feet West of the East line of N. Carvey Court, extended South, and 72.86 feet South of said North line of W. Lake Street;

Thence continuing Southwesterly along an arc of a circle, convex to the Northwest, tangent to last described arc of a circle and having a radius of 33.25 feet, a distance of 6.26, to an intersection with the South line of said W. Lake Street, at a point 13.45 feet West of the East line of N. Carvey Court, extended South;

Thence West along said South line of W. Lake Street, being also the North line of Block 35 aforesaid, a distance of 44.43 feet;

Thence Northeastwardly along a straight line, a distance of 29.63 feet, to a point which is 53.59 feet West of said East line of N. Carvey Court, extended South, and 14.57 feet South of the North line of said W. Lake Street;

Thence Northeastwardly along an arc of a circle, convex to the Southeast, tangent to last described straight line, and having a radius of 89.15 feet, a distance of 52.59 feet to a point which is 31.77 feet West of said East line of N. Carvey Court, extended South, and 43.24 feet South of the North line of W. Lake Street;

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Thence continuing Northeastwardly along an arc of a circle convex to the Southeast, tangent to last described arc of a circle and having a radius of 167.90 feet, a distance of 71.05 feet, to an intersection with the aforesaid East line of N. Carvey Court, at a point 20.34 feet North of the North line of said W. Lake Street, and

Thence South along said East line of N. Carvey Court, a distance of 20.34 feet, to the point of beginning, in Cook County, Illinois.

Permanent Tax Numbers: 17-09-424-001
(Affects Parcel 3)

Volume: 310

17-09-436-004
(Affects Parcel 2)

17-09-436-013
(Affects Parcel 1)

17-09-436-014
(Affects Parcel 1)

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03/20/2011

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EXHIBIT B

EXHIBIT H

SUBCONTRACTOR NO-LIEN PROVISION

The Subcontractor does hereby fully and completely waive and release, for itself, its heirs, legal representatives, successors and assigns, and for all its sub-subcontractors and their respective subcontractors, any and all claim of, or right to mechanic's liens, under the statutes of Illinois, against, or with respect to the Real Property described in Exhibit A or any part thereof, or any improvements thereon, or with respect to the estate or interest of any person whatsoever in the Real Property or improvements thereon, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished to the Real Property pursuant to its subcontract or with respect to any moneys or other consideration which may be due at any time hereafter from the Owner to the Contractor, which claim of lien might be asserted by reason of the doing, making or furnishing, heretofore or at any time hereafter, by the subcontractor, its successors, assigns, materialmen, or sub-subcontractors of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Real Property or the improvements thereon.

The Subcontractor further agrees that the Real Property shall be free and clear of mechanics' liens of the subcontractor and also of any and all mechanics' liens of its sub-subcontractors, materialmen and laborers, whether such liens relate to the Real Property or to any moneys or other consideration which may be due at any time hereafter from the Owner to the Contractor.

If a mechanic's lien is filed by the Subcontractor, or its sub-subcontractors, materialmen or laborers against the Real Property, no payment shall be made thereafter to the Subcontractor until said lien has been discharged or there has been furnished to the Owner and the Contractor a bond or other security satisfactory to the Owner that the Owner and Contractor will be protected and held harmless from any liability, fees, or costs in connection therewith.

The Subcontractor further agrees that the effect of this waiver shall not be impaired, affected or diminished by the provisions of the Contract Documents relating to the production, from time to time, of written waivers of liens, nor by any other provisions of the Contract Documents.

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2025/01/14