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NO. 387 February 1995

98827555

STATE OF ILLINOIS.

SS.

COUNTY OF COOK

9961/0110 21 001 Page 1 of 6  
1998-09-16 15:41:31  
Cook County Recorder 31.50

The claimant, Van Pelt Construction Company,  
of Chicago, County of Cook, State of Illinois  
hereby files a claim for lien against Telegraph Properties Limited Partnership (hereinafter referred to as "owner"), of 188 W. Randolph County, Illinois, and states:

That on or about Nov. 17, 1997, the owner owned the following described land in the County of Cook, State of Illinois, to wit: ORIGINAL TOWN OF CHICAGO IN THE SW 1/4 OF SEC-9, TN-39, RG-14, BLOCK 0000033, LOT 0000005

(see legal description, attached as Exhibit A)

Permanent Real Estate Index Number(s): 17-09-433-001-0000  
Address(es) of premises: 188 W. Randolph, Chicago, Illinois 60601

That on or about November 17, 1997, the claimant made a contract with said owner  
(1) \_\_\_\_\_  
(see contract, attached as Exhibit B)

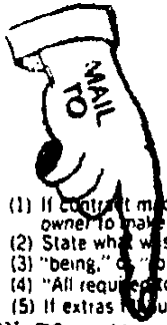
(2) to perform tenant buildout of Cosmopolitan Preparatory School space as detailed on drawings 2A.0 thru 2A.4 last dated 10/9/97 by John H. Hanson Limited and the propos al by Van Pelt Construction Company dated 11/12/97,

for the building (3) being \_\_\_\_\_ erected on said land for the sum of \$ 296,427.21  
and on July 27, 1998, completed thereunder (4) all required to be done by said contract.

That at the special instance and request of said owner the claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of \$ 66,213.20 and completed same on July 27, 1998. (5)

That said owner is entitled to credits on account thereof as follows, to-wit: \$300,000.00

\_\_\_\_\_ leaving due, unpaid and owing to the claimant, after allowing all credits, the balance of Sixty-Two Thousand, Six Hundred, Forty One & 17/100 Dollars, for which, with interest, the claimant claims a lien on said land and improvements.

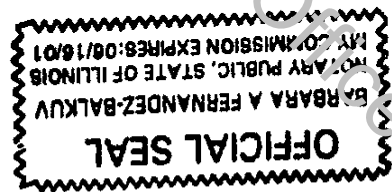


Van Pelt Construction Company, Inc.  
(Name of sole ownership, firm or corporation)  
By [Signature]  
Its Attorney

- (1) If contract made with another than the owner, delete "said owner," name such person and add "authorized or knowingly permitted by said owner to make said contract."
- (2) State what was to be done.
- (3) "being," or "to be," as the case may be.
- (4) "All required to be done by said contract"; or "work to the value of," or "delivery of materials to the value of \$ \_\_\_\_\_," etc.
- (5) If extras included, if no extras strike out.

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*[Signature]*  
\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me this

\_\_\_\_\_  
day of *Sept*, 19*98*

statements therein contained are true.

the claimant; that he has read the foregoing claim for lien and knows the contents thereof; and that all the

being first duly sworn, on oath deposes and says that he is attorney *and agent for*

The affiant, *Marty J. Schwartz*

State of Illinois, County of COOK SS.

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D W A R D J. R O S E W E L L C O O K C O U N T Y T R E A S U R E R  
9/11/98 Receipt : 4444 Employee : GARY Page : 1  
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IN : 17-09-433-001-0000 Volume : 000510

Address : NONE

Name : None

Rating : NONE

Legal Description :

Sub-Division Name : ORIGINAL TOWN OF CHICAGO\*

Legal : ORIGINAL TOWN OF CHICAGO IN THE S W 1/4 OF SEC 9-39-14 REC DATE:  
03/29/1837

ST-TN-RG BLOCK PT LOT  
09-39-14 0000033 0000005

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AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Telegraph Properties Limited Partnership ("Owner") and Van Pelt Construction Company, Inc. ("Contractor") on this \_\_\_ day of \_\_\_\_\_, 1997.

WHEREAS Owner is desirous of tenant buildout for Cosmopolitan Preparatory School at 188 West Randolph Chicago, Illinois ("Building") and whereby Contractor has agreed to perform such work.

THEREFORE, the parties hereby agree as follows:

Contractor shall perform the work ("Work") as detailed on drawings 2A.0 thru 2A.4 last dated 10/9/97 by John H. Hanson Limited and the proposal by Van Pelt Construction Company dated 11/12/97, attached hereto as Exhibit "A".

Work shall commence no later than November 17, 1997 and Contractor shall proceed diligently to complete such Work by December 19, 1997.

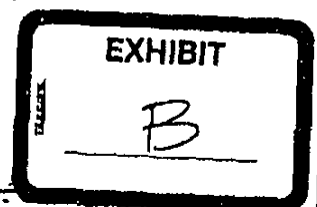
Contractor shall supply all labor, materials, tools and equipment to perform such Work. Owner shall have no responsibility to perform any of the Work or provide any services or assistance in connection therewith other than Contractor utilizing at Owner's expense the utilities currently available in the Building.

Upon completion of Work, the Building areas affected by the Work shall be in broom clean condition and all debris and excess materials removed from the Building.

All Work shall be performed in a good and workmanlike manner and in accordance with currently applicable codes and regulations using new materials. Any changes or substitutions must be agreed to by Owner in writing.

Before commencing the Work, the Contractor shall procure and maintain, at its own expense, until satisfactory completion of the Work, the following insurance from companies satisfactory to Owner. If the Contractor fails to procure and maintain such insurance, Owner shall have the right to procure and maintain such insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and furnish all necessary information therefor. The insurance required under this Agreement shall be the greater amount as required by in the Contract Documents, or the following:

- a) WORKERS' COMPENSATION INSURANCE in accordance with the laws wherein Work is performed and EMPLOYERS' LIABILITY INSURANCE WITH A MINIMUM LIMIT OF \$500,000.
- b) COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE, BROAD FORM PROPERTY DAMAGE, COMPLETED OPERATIONS, INDEPENDENT CONTRACTORS, PERSONAL



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INJURY (EMPLOYEE EXCLUSIONS DELETED), AND XCU EXCLUSIONS DELETED, WITH OWNER TO BE NAMED AS ADDITIONAL INSURED THEREUNDER, with the following minimum limits:

Bodily Injury, Including Death: \$1,000,000 per occurrence  
Property Damage: \$1,000,000 per occurrence  
\$2,000,000 aggregate per policy year.

c) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work with the following minimum limits:

Bodily Injury, Including Death: \$1,000,000 per person  
\$1,000,000 per occurrence  
Property Damage: \$1,000,000 per occurrence

D) UMBRELLA LIABILITY \$1,000,000 per occurrence

The insurance provided by the Contractor herein shall provide that such insurance coverage shall be primary, and the existing insurance wherein the Owner is an existing named insured shall not be required to participate or contribute to pay, defend or indemnify until the coverage provided by Contractor herein is exhausted

Certificates of insurance acceptable to Owner, which name Owner, Owner's respective agents, employees and consultants as additional insured parties, shall be filed with Owner prior to commencement of the Work. These certificates shall contain a provision that coverage is afforded under the policies and will not be canceled until at least thirty (30) days prior written notice has been given to Owner. Contractor shall purchase and maintain, until the date of completion of the Work, all Risk Builder's Risk Insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of Contractor and Owner and shall insure against the perils normally insured against in an All Risk Builder's Risk policy. Contractor and Owner waive all rights against each other for damages caused by fire and other perils to the extent covered and paid by insurance provided under the provisions of this Agreement, except such rights as they have to the proceeds of such insurance.

In consideration of Contractor performing such Work, Owner shall pay to Contractor an amount not to exceed \$296,427.21 within thirty (30) days of completion of the Work and upon receipt of Full and Final Lien Waivers from Contractor and any subcontractors.

Execution of this Agreement by the Contractor is a representation that the Contractor has visited the Building, become familiar with the Building and other local conditions under which the Work is to be performed and furthermore represents that it has the expertise and experience to fulfill its obligations hereunder.

Contractor acknowledges that time is of the essence.

Contractor agrees to indemnify, defend and hold harmless Owner, its agents and their respective

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employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses, including reasonable attorney's fees, for injuries to any persons and damage to or theft or loss of property occurring in or about the Building arising from the use and occupancy of the Building by Contractor.

IN WITNESS WHEREOF, this Agreement is duly executed as of the date written above.

OWNER:

CONTRACTOR:

Telegraph Properties Limited Partnership

Van Pelt Construction Company, Inc.

by: Telegraph Properties, Inc., its  
general partner

By: [Signature]

By: [Signature]

Printed Name: Leon Greenblatt

Printed Name: RICHARD VAN PELT

Its: President

Its: President

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