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11/9/01 10:21:00 Page 1 of 1

1998-09-23 15:49:14

Cook County Recorder 11.50

ORIGINAL CONTRACTOR'S
CLAIM FOR LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Claimant, ACCURATE CONCRETE & EXCAVATION of Downers Grove, Illinois, County of DuPage, State of Illinois ("Claimant"), hereby files a claim for lien against PARK RIDGE POINTE, L.L.C. (hereinafter referred to as "Owner"), of Cook County, Illinois and states:

That on November 4, 1996, the Owner owned the following described land in the County of Cook, State of Illinois, to wit:

Lot 17 in Park Ridge Pointe being a resubdivision of Park Ridge Office Campus as recorded January 27, 1993 as Document No. 93070777 being a resubdivision of part of the east half of the northeast quarter of Section 21, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, as recorded by plat April 30, 1997, as Document No. 970303969.

Permanent Real Estate Index Number(s): 09-21-202-015 and 09-21-202-018, which Permanent Real Estate Index Numbers may now be known as 09-21-202-028.

Address of premises: 1761 Pavilion Way, Park Ridge, Illinois 60068.

That on November 4, 1996, the Claimant entered into a contract with Park Ridge Pointe, L.L.C., as beneficiary under Trust No. 113818 at LaSalle National Bank, N.A., under a Trust

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Agreement Dated October 3, 1988, which trust conveyed title to the subject property to the Cole Taylor Bank as Trustee under a Trust Agreement dated July 8, 1997 and known as Trust No. 97-7363 (Trust No. 97-7363), by deed dated July 9, 1997 and recorded August 14, 1997, the Park Ridge Pointe, L.L.C., being the beneficiary under Trust No. 97-7363. By the contract, the Claimant agreed to perform the concrete work for the building being constructed thereon, namely, Park Ridge Pointe - Pavilion Building 14, 1761 Pavilion Way, Park Ridge, Illinois 60068, the scope of which contract is set forth in the Residential Contract dated November 4, 1996, which is attached hereto as Exhibit "A"; and

That the total amount of the contract for the concrete work was \$148,977.00. The Owner has made payments on this contract and has received credits totalling \$146,477.00. The Claimant completed all of the concrete work on this project, last performing such work on August 25, 1998. Accordingly, there is an outstanding balance of \$2,500.00 due and owing the Claimant for concrete work completed on this project; and

That on November 4, 1996, the Claimant entered into a contract with Park Ridge Pointe, L.L.C., as beneficiary under Trust No. 113818 at LaSalle National Bank, N.A., under a Trust Agreement Dated October 3, 1988, which trust conveyed title to the subject property to the Cole Taylor Bank as Trustee under a Trust Agreement dated July 8, 1997 and known as Trust No. 97-7363 (Trust No. 97-7363), by deed dated July 9, 1997 and recorded August 14, 1997, the Park Ridge Pointe, L.L.C., being the beneficiary under Trust No. 97-7363. By the contract, the Claimant agreed to provide the excavation work for the building being constructed thereon, namely, Park Ridge Pointe - Pavilion Building 14, 1761 Pavilion Way, Park Ridge, Illinois 60068, the scope of

which contract is set forth in the Residential Contract dated November 4, 1996, which is attached hereto as Exhibit "B"; and

That the total amount of the contract for the excavation work was \$17,995.00, plus a change order dated March 19, 1998 for an additional \$1,020.00, resulting in an adjusted contract amount of \$19,015.00. The Owner has made payments on this contract and has received credits totalling \$15,000.00, leaving an outstanding balance of \$4,015.00 for the excavation work on this project. The Claimant has completed all of the excavation work on this project, last performing such work on August 25, 1998. Accordingly, there is currently due and owing the Claimant the sum of \$4,015.00 for the excavation work completed on this project; and

The total amount due the Claimant with respect to the aforesaid contracts is \$6,515.00. The Claimant is also entitled to statutory interest at the rate of ten (10%) percent, per annum, on this outstanding balance; and

The Claimant does hereby claim a Mechanic's Lien on said land and improvements in the amount of \$6,515.00, plus statutory interest.

ACCURATE CONCRETE & EXCAVATION

By Lawrence R. Moelmann
Lawrence R. Moelmann, One of Its Attorneys

This document was prepared by Lawrence R. Moelmann, Hinshaw & Culbertson, 222 North LaSalle Street, Suite 300, Chicago, Illinois 60601.

MAIL TO: Lawrence R. Moelmann
Hinshaw & Culbertson
222 North LaSalle Street
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Chicago, Illinois 60601



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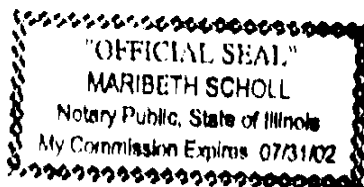
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State of Illinois
County of DuPage

The affiant, George Arquilla III, being first duly sworn, on oath, deposes and says that he is the president of Accurate Concrete & Excavation Company, the claimant, that he has read the foregoing claim for fees and knows the contents thereof, and that all the statements therein contained are true

George Arquilla III
President

Subscribed and sworn to before me this 21st day of Sept. 1998



Maribeth Scholl
Notary Public

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P.R.P.

CONDO

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CONCRETE

RESIDENTIAL CONTRACT

OWNER: PARK RIDGE POINTE L.L.C.
1350 E. Touhy Avenue, Suite 370W
Des Plaines, IL 60018 Phone: 708-699-6600 Fax: 708-699-6613

MANAGER: BURNSIDE CONSTRUCTION MANAGEMENT COMPANY
2400 Wisconsin Avenue
Downers Grove, IL 60515 Phone: 630-515-9999 Fax: 630-515-9323

CONTRACTOR: ACCURATE CONCRETE AND EXCAVATION
2400 Wisconsin Avenue
Downers Grove, IL 60515 Phone: 630-964-8500 Fax: 630-964-7262

PROJECT NAME: PARK RIDGE POINTE (PAVILIONS)
LOCATION: 1665 NORTHWEST HIGHWAY, PARK RIDGE, IL 60068

THIS AGREEMENT, made and entered into this 4th day of November, 1996, by and between Park Ridge Pointe L.L.C., having its principal office at 1350 E. Touhy Avenue, Suite 370W, Des Plaines, IL 60018 (hereinafter called "Owner") and Accurate Concrete and Excavation, having its principal office and place of business at 2400 Wisconsin Ave., Downers Grove, IL 60515, (hereinafter called "Contractor").

WHEREAS, Owner has entered into a Development Management Agreement with Burnside Construction Management Company (hereinafter called "Burnside") in which Burnside has agreed to perform supervision, direction and management as Development Manager and to perform other services described in the said Agreement to construct a 32 Unit Midrise Building (1705-1715-1731-1745-1761 Pavilion Way) within a Planned Unit Development containing 221 Units and located in the City of Park Ridge, IL; and

WHEREAS, Owner has entered or intends to enter into Sales Agreements with purchasers of residences to be constructed hereunder (hereinafter called "Purchasers" or "Owner's Purchasers"), in which Owner has agreed to perform the work necessary to erect for said Purchasers the said residences to be constructed in strict accordance with the Contract Documents as defined in said Sales Agreements; and

WHEREAS, Contractor desires for the consideration hereinafter named to do and perform a portion of the work required of Owner and Burnside to complete the said residences; and

WHEREAS, Contractor is fully familiar with the plans and specifications in connection therewith, and the work required of Owner thereunder, and has applied to Owner to be permitted to do and perform the portion of the work hereinafter described and to supply the necessary service and materials to accomplish full performance thereof.

EXHIBIT

A

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED as follows:

1. **Preamble Incorporated.** That each of the statements hereinabove set forth by way of preamble to this Agreement are true.

2. **Scope of Work.** Contractor covenants and agrees to furnish all labor, material, equipment, transportation and services necessary for the completion and/or installation of:

SCOPE OF WORK:

Furnish labor and material necessary to complete all concrete work as per Revised quote dated 10/30/96, and Plan #91-95 dated 5/20/96

3. **Contract Price:** For the work to be done, materials to be furnished, permits and/or services to be rendered by Contractor, as set forth above, Contractor shall be paid the sum of:

(X) ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-SEVEN & NO/100 DOLLARS (each building).

(\$ 148,277.00 DOLLARS (each building).

NOTE: THERE WILL BE A RETENTION OF 10% PER FLOOR OF COMPLETED WORK.

THE ABOVE PRICES SHALL REMAIN IN EFFECT THROUGH DECEMBER 31, 1997.

OR, () as itemized in EXHIBIT "A" ATTACHED.

4. **Covenants of Contract.** That Contractor covenants and agrees

(a) That he is familiar with the plans and specifications, has inspected the building site, and is thoroughly familiar with all existing conditions as follows:

(i) It is Contractor's responsibility to review all plans and specifications, to become familiar with the field policies of Burnside, to know and abide by the schedule of work as outlined by Burnside, and to schedule his manpower and deliveries so as not to adversely affect the production performance schedule.

(ii) All work shall be performed in accordance with all applicable National, State and Local codes, as well as pursuant to the Contract Documents as hereinafter defined.

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(b) Burnside has separately presented to Contractor a statement of Burnside's general policies and procedures. Contractor acknowledges that he has read and understood this statement as it relates to Contractor's work hereunder.

13. Notice Provisions. All notices and other communications hereunder shall be in writing and shall be delivered personally or by registered mail, certified mail, express mail service, or overnight delivery service, postage prepaid and return receipt requested, or by telefax if receipt is acknowledged, addressed to the parties at the addresses indicated in the first part of this Agreement or such other place as a party may designate in writing to the other party. Any notice in accordance herewith shall be deemed received when delivery is received or refused, as the case may be, as indicated on the receipt.

14. Severability. In the event that any provision hereof is held invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

15. Applicability. For convenience, Contractor is referred to herein as an individual. The word "he" shall, as the same may require, be construed to mean "she", "it" and "them", and the word "his" shall be construed to mean "her", "its" and "their".

16. Limitations. No action or special proceeding, including arbitration, shall lie or be maintained against Owner or Burnside by Contractor, unless the same shall be commenced within ten months after the date of a Certificate of Occupancy from the governing municipality.

17. Authority to Execute. The signature of any person to this agreement shall be deemed a personal warranty by that person that he has the power and authority to bind any corporation, copartnership or other business entity for which he purports to act.

18. Binding Effect. The terms of this Agreement shall be binding on the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed by a duly authorized representative, and Contractor has caused this Agreement to be executed by a duly authorized corporate officer and its corporate seal to be impressed thereon, or has hereunto set his hand and seal the day and year first above written.

OWNER:

PARK RIDGE POINT LLC

BY:

DATE:

contract doc
7/25/96

CONTRACTOR:

ACCURATE CONC. & EXVING.

BY:

DATE:

ALL SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

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P.R.P.

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RESIDENTIAL CONTRACT

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EXCAVATION

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WHEREAS, Owner has entered into a Development Management Agreement with Burnside Construction Management Company (hereinafter called "Burnside") in which Burnside has agreed to perform supervision, direction and management as Development Manager and to perform other services described in the said Agreement to construct a 12 Unit Midrise Building (1705-1713-1731-1745-1761 Pavilion Way) within a Planned Unit Development containing 221 Units and located in the City of Park Ridge, IL; and

WHEREAS, Owner has entered or intends to enter into Sales Agreements with purchasers of residences to be constructed hereunder (hereinafter called "Purchasers" or "Owner's Purchasers"), in which Owner has agreed to perform the work necessary to erect for said Purchasers the said residences to be constructed in strict accordance with the Contract Documents as defined in said Sales Agreements; and

WHEREAS, Contractor desires for the consideration hereinafter named to do and perform a portion of the work required of Owner and Burnside to complete the said residences; and

WHEREAS, Contractor is fully familiar with the plans and specifications in connection therewith, and the work required of Owner thereunder, and has applied to Owner to be permitted to do and perform the portion of the work hereinafter described and to supply the necessary service and materials to accomplish full performance thereof.

EXHIBIT**B**

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, IT IS HEREBY AGREED as follows:

1. **Preamble incorporated.** That each of the statements hereinabove set forth by way of preamble to this Agreement are true.

2. **Scope of Work.** Contractor covenants and agrees to furnish all labor, material, equipment, transportation and services necessary for the completion and/or installation of:

SCOPE OF WORK:

Furnish labor and material necessary to complete all excavation work as per Revised quote dated 10/30/96 Plan #93-95 dated 5.2.96

3. **Contract Price:** For the work to be done, materials to be furnished, permits and/or services to be rendered by Contractor as set forth above, Contractor shall be paid the sum of:

(X) SEVENTEEN THOUSAND NINE HUNDRED NINETY-FIVE & NO/100
(\$ 17,995.00 DOLLARS (each building).

NOTE: THERE WILL BE A RETENTION OF 10% PER FLOOR OF COMPLETED WORK.

THE ABOVE PRICES SHALL REMAIN IN EFFECT THROUGH DECEMBER 31, 1997.

OR, () as itemized in EXHIBIT "A" ATTACHED.

4. **Covenants of Contract.** That Contractor covenants and agrees

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(ii) All work shall be performed in accordance with all applicable National, State and Local codes, as well as pursuant to the Contract Documents as hereinafter defined.

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18. Binding Effect. The terms of this Agreement shall be binding on the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed by a duly authorized representative, and Contractor has caused this Agreement to be executed by a duly authorized corporate officer and its corporate seal to be impressed thereon, or has hereto set his hand and seal the day and year first above written.

OWNER

PARK RIDGE POINT LLC

BY: 

DATE: 11/20/96

CONTRACTOR:

ACCURATE CONC. & EXVTC.

BY: 

DATE: 11/7/96

contract doc
72596

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."