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Cook County Recorder 47.00



AGREEMENT

This agreement is entered into this 2nd day of June, 2000 between Petar Scopu, owner and Allen R. Wightman, builder for the construction of up to two single family homes on the lots owned by Petar Scopu.

Whereas Petar Scopu is the owner of record of the vacant property known as 307 Phillipa Street Hinsdale, Illinois, legally described as:

Lot 2 and 5
MS Lot 2 and 5 in Block 6 in the Subdivision of the West Half of the Southwest Quarter of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, Lying North of the Chicago, Burlington and Quincy Railroad Company's Right of Way, (Except North 241.56 Feet of said West Half of the South West Quarter), in Cook County, Illinois.
PIN 18-06-309-008 and 18-06-309-009

Whereas Allen R. Wightman, D/a Wightman Homes desires to build a home on the Scopu property; and

Whereas both the owner and the builder intend to form a joint venture in which Scopu contributes his lot and Wightman contributes labor, material and expertise for the construction of the homes and in consideration of the mutual promises, representations and obligations contained herein, the parties hereby agree as follows:

1. That the builder will build a brick and cedar single family home of approximately 2,500 square feet plus garage and covered porch substantially similar to the house submitted with the application for variance with the Village of Hinsdale.
2. At the time of signing of this agreement the builder shall submit a complete specification list of materials for the review and approval of the owner along with a projected estimated cost of construction.
3. Prior to commencement of construction the builder shall submit a sworn contractors statement by which it documents the complete total cost of construction.
4. The contractor agrees and represents that all costs and/or expenses are his actual costs and that any refunds, rebates, discounts or any other type of credit provided by any of his subcontractors or material men will be disclosed and calculated into the cost of construction.
5. The builder agrees to indemnify and hold the owner harmless from all claims should any casualty arise during the construction. The builder agrees at all times to maintain a

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Box 215

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minimum of \$2,000,000.00 builders risk policy and to obtain necessary insurance to cover the event of theft or fire at the building site. The builder further agrees to name the owner as an additional insured.

6. Should the builder fail to complete construction within eight months from the date of this agreement beginning or at any time abandon the project or if Allan Wightman shall become incapacitated or die before completion the owner shall have the right to declare this agreement null and void and complete the construction. Abandonment shall be defined as a term of three weeks or longer in which the builder does not perform any work on the job site.

7. The parties agree that they will mutually enter into a construction agreement with ~~Hinsdale Bank~~ *Midwest Bank*. Both parties will sign the mortgage and note if required by the bank and the subject property will be used as collateral. Proceeds of the construction loan will be used to pay off the existing mortgage debt of approximately \$75,000.00.

8. Based upon application for payments submitted by the builder, and upon review by the architect if required, the owner shall cause payments to be made for work performed and in place. The builder agrees to provide a General Contractor Statement and Supporting Lien Waivers when submitting an application. The builder acknowledges that his statement and lien waivers must be provided and approved by the lender and/or the Title Insurance Company prior to payment. The builder and owner agree to enter into a construction escrow agreement if one is required by the lender or the Insurance Company. All construction payments will be made directly to the subcontractors, including Whightman Homes.

9. The builder agrees to unconditionally warrant the quality of workmanship and labor, materials and fixtures, appliances and equipment as set forth in the plans and specifications for a minimum of 1 year after completion of construction. The builder, at his sole cost and expense, makes all necessary repairs, replacements and corrections of any nature as shall become necessary during the warranty period. The builder further agrees to hold the owner harmless and indemnify him should warranty claims arise from subsequent purchasers.

10. For the purpose of this agreement the term "profit" shall be defined as the final sales price of the home as completed less all costs of construction as submitted by the builder including his over head fee of \$25,000.00 and costs of fees, permits, bonds, title fees, attorney fees, realtor fees. Land value in the agreed sum of \$225,000.00 shall also be subtracted from the gross sales amount. No "builder profit" shall be paid to Wightman Homes unless there is sufficient profit after paying owner the full value for the property listed above. Any loss shall be borne equally by the parties.

11. At the time of closing first the owner shall be paid the sum of \$225,000.00 for the value of the land, and the remaining proceeds shall be divided equally between the owner and the builder.

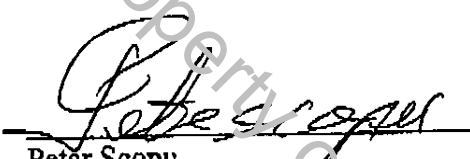
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12. This agreement may be amended in writing from time to time by the parties and in addition they may enter into a separate agreement for construction of a home on the owners second lot. Builder reserves the right to build on the second lot under terms similar to the terms of this agreement within six month of the date of this agreement. If builder builds on the second lot parties agree that his profit shall be limited to \$50,000.00.

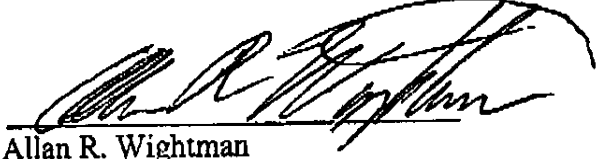
This agreement is entered into as of this 2nd day of June, 2000.

Owner

Builder



Petar Scopus



Allan R. Wightman

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500,000

\$450,000

50,000
100,000
80,000

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