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**MEMORANDUM OF CONTRACT  
(FIRST TIME HOMEBUYER DPA-PLUS PROGRAM PROGRAM)**

*THIS MEMORANDUM OF CONTRACT* evidences the existence of a Contract, dated September 2, 2010 (the "Contract"), made by Advanced Design House, Inc., as Contractor, and Donetta M. Smith, as Owner of real estate located in Gary, Lake County, Indiana, hereinafter called the "Property".

1. The legal description, key no, and common address of the Property subject to the Contract is: **Waverly Park Lot 16, Block 1, Key # 45-08-05-307-004.000-004 553 Chase Street, Gary, Indiana**
2. The amount of the Contract is \$ 5,950.00. The terms of the Contract begins September 2, 2010, and ends September 2, 2015.
3. The following agreements and covenants of the Contract, as to which third parties are to have particular notice, are set forth in abbreviated or summary form and description:

(a) CONTRACTOR agrees to waive, and does hereby waive and relinquish, all right to lien upon the real estate herein above described and the building to be improved thereon in accordance with the terms of this contract. CONTRACTOR expressly agrees that no lien shall attach to the real estate.

(b) OWNER agrees to maintain the property as an owner-occupied residential property for a minimum of Five (5) years from the date of the completion of the project (the "Affordability Period"). In the event that the OWNER shall sell, transfer, or refinance the property during the Affordability Period, then the Department of Community Development shall be entitled to the return of funds paid for repair of the property, on a pro rata basis. The Department shall have a lien on the property in the contract amount.

4. The Contract contains other agreements and covenants of the parties, as set forth in an executed counterpart of it in possession of the parties. A complete copy of the Contract is on file in the Department of Community Development of the City of Gary, 839 Broadway, Suite 302N, Gary, Indiana 46402. Such agreements and covenants are incorporated, by this reference, in this Memorandum as though contained in full herein.

SIGNED this 2nd day of September, 2010

AMOUNT \$ 5,950.00  
 CASH \_\_\_\_\_ CHARGE C/D  
 CHECK# PO 31415  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK ANT

**City of Gary**  
**Department of Community Development**  
**(FIRST TIME HOMEBUYER PROGRAM-DPA PLUS)**  
**PROGRAM YEAR 2010**

**THIS AGREEMENT**, entered into this September 2, 2010 by and between Advanced Design House, Inc., hereinafter called the CONTRACTOR, and Donetta M. Smith, hereinafter called the OWNER. In consideration of the mutual agreements contained herein, the undersigned CONTRACTOR and OWNER agree as follows:

1. **SCOPE OF WORK**

1.1 CONTRACTOR acknowledges that he/she has prepared the CONTRACTOR'S proposal and that such proposal is accurate and consistent as to the name of the CONTRACTOR, scope of work that the CONTRACTOR will undertake, and the price. CONTRACTOR agrees to furnish all labor, materials, tools, equipment, supervision, and services necessary to do the work specified in a workmanlike manner.

1.1.1 The property to be improved is commonly known as 553 Chase Street, Gary, Indiana, and legally described as: Key #45-08-05-307-004.000-004 **Waverly Park Lot 16, Block 1**

**SCOPE OF WORK**

Item Description	Unit	Unit Price	Total Cost
Install Exterior Prime Door & Security Door- Provide and install white, steel insulated raised panel exterior 1 ¾ solid core door. Set on 1 ½ pair 3 ½ x 3 ½ butt hinges. Include keyed lockset, doorstop, deadbolt, peephole and vinyl bubble weather-stripping. Caulk where necessary. Security door to be wrought iron type. Contractor is to install new metal frame strips under awnings (front & back) and remove existing piece where security door hits, prime and paint strip (Use outdoor weather resistant paint for metal) to match awning as close as possible. If above work on awning is not feasible, the contractor is to remove and re-install the awning at a higher level to make sure doors does not hit the bottom when opened. All doors to be <u>Energy Star Rated</u> .	2 Sets		\$2,400.00
Remove existing NW front window and	1	\$	\$2,900.00

<b>Install Bay Window- Install Bay Window- Cut in rough opening to accomodate specified window size, frame in header and sill; install window complete with hardware and 2 3/8 "teardrop trim. Make all necessary wall repairs an paint system to owner's preference. (Specify size) and style. Make all interior and exterior wall repairs including insulation and trim to match existing. Include drip cap. NOTE: Contractor is to include caulking all the other windows on the house, inside (if needed) and out.</b>			
<b>Repair Fascia – Replace missing metal fascia strip on NE area of house with new materials to match.</b>	<b>15LF</b>	<b>\$</b>	<b>\$650.00</b>
<b>Total</b>		<b>\$</b>	<b>\$5,950.00</b>

1.1.2 CONTRACTOR and OWNER agree that only the scope of work items listed in the above "Item Description" category (specifications) shall be performed under this contract. No other work shall be performed pursuant to this agreement.

1.1.3 CONTRACTOR and OWNER shall enter into no other (side) agreements - either verbal or written - for "extra work", during the period of this contact. The Department of Community Development shall not become involved in (or resolve) any disputes concerning work performed outside the scope of this contract.

1.1.4 Gut rehab, if any, shall be designed to meet the national ENERGY STAR efficiency performance specification. All procedures shall comply with National Home Energy Rating System guidelines and select ENERGY STAR appliances. Where ENERGY STAR HOMES is not available, the developer/contractor must contact a Home Energy Rating Systems (HERS) certified contractor to provide equivalent services for a fee, or opt for EPA's Builders Option Package.

## 2. PERMITS AND CODES

2.1 CONTRACTOR must hold a current City of Gary Contractor's license, and must be able to perform the work with a qualified work force.

2.1.1 CONTRACTOR agrees to secure and pay for all necessary permits and licenses required for CONTRACTOR'S performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any CONTRACTOR registration requirements. CONTRACTOR understands that all necessary permits for the required scope of work must be obtained prior to the start of work. Failure to secure required permits will be deemed cause for breach of contract.

By: Michael Stringer  
CONTRACTOR / Michael Stringer

By: Donetta M. Smith  
OWNER / Donetta M. Smith

By: Donetta M. Smith  
OWNER

788 W. V.S. 30  
ADDRESS

553 Chase St.  
ADDRESS

**STATE OF INDIANA, COUNTY OF LAKE) SS:**

Before me, a Notary Public in and for said County and State, personally appeared Donetta M. Smith and XXXX, who acknowledged the execution of the foregoing **Memorandum of Contract**, and who having been duly sworn, stated that the representations therein contained are true. Witness my hand and Notarial Seal this 2nd day of September, 2010

My Commission Expires: 3/1/2018

Signature: Arnetta D. Mitchell

Resident of Lake County

Printed: Arnetta D. Mitchell

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Mail to: **City of Gary, Department of Community Development**  
839 Broadway, 302N  
Gary, IN 46402

(Prepared by City of Gary, Law Department)