



ESCROW AGREEMENT CHECKLIST

Property Address: _____

Mail Check To: Name: _____
Address: _____
City/State/Zip: _____

Please provide all information applicable for accurate processing results. All information must be submitted with the checklist upon the submission of your application. *No deposit will be accepted prior to Office Approval.*

(DO NOT FILL IN CHECKLIST...FOR OFFICE USE ONLY)

1 Complete Application & Return

- a. Escrow Agreement filled out in its entirety (No copies, white-out or faxed copies all original signatures)
- b. Signed & Notarized Escrow Agreement

2 Contractor Verification

- a. Copy of Current Contractor License (From anywhere in the state of Illinois)
- b. Proposal from Licensed Contractor (Itemized on Business Stationary/Letterhead)

3 Deposit Provided

- a. Official Check (Check for full amount of repairs)
- b. Performance or Surety Bond (Listing Village of Maywood as obligee)

4 Original Inspection Report

- Office Copy of Original Violation Notice
- Notice of "Intent to Sale Lease" Application
- Zoning Approval

5 Other

- a. Signed & Notarized Zoning District Acknowledgement
- b. Vacant Building Registration Form (Registered, payment, proof of insurance, for escrow approval)
- c. Liens Y or N
- _____

OFFICE USE ONLY

Received By: _____ Date _____

OFFICE APPROVAL

Inspector Approval: _____ Date _____

Manager Approval: _____ Date _____

Date Sent to Finance: _____

Finance Director Approval: _____ Date _____

Front Desk Certified all forms attached: _____ Date _____

If you choose to pick up your check, you must provide a current picture ID.

Village will NOT Accept Incomplete Packets

ESCROW AGREEMENT CHECKLIST

General Instructions

The Village of Maywood does not allow property to be sold “as is” but will allow an escrow to be established with the V.O.M. as the escrowee.

The escrow package will need to be completed in its entirety, all original signatures (If property is a foreclosed property or bank owned the selling agent may sign on behalf of the seller), no whiteout, and no faxed copies. If seller is out of state, separate pages with one original signature each with original notary will be accepted.

#2a. - Copy of Contractor License

Licensed anywhere in the state of Illinois.

A proposal from a licensed contractor (on their letter head, itemized) along with a copy of that contractors current license (does not have to licensed in the V.O.M. to submit proposal) from anywhere in the state of Illinois.

#2b - Proposal from a Licensed Contractor

(Itemized, on contractors letterhead, Sample enclosed)

A proposal from a licensed contractor (on their letter head, itemized) along with a copy of that contractors current license (does not have to licensed in the V.O.M. to submit proposal) from anywhere in the state of Illinois.

#3 – Deposit Provided

#3a – Official Check

#3b - Performance Bond or Surety Bond (Sample of Performance Bond enclosed).

Must be the Original Bond no faxed copies.

#4 –Original Inspection Report - Staff will prepare and review the violation notice(s). the applicant should have completed the notice of “intent to Sale Lease” Application. Staff will review the Zoning Ordinance and Zoning Map for compliance.

#5a - Zoning District Acknowledgement

This form is an acknowledgement that the buyer is fully aware of the zoning of the property along with the current use of property (single family, two family, multi family commercial etc.)

#5b - Vacant Building Registration Form

Solely the responsibility of the seller (Agent, Bank etc.) to complete, submit with proof of insurance and a \$250 Payment. (Every 6 months as long as vacant).

#5c – Maywood Liens – The Village of Maywood will verify that all liens have been paid i.e. (water, parking etc...)

ESCROW AGREEMENT

This Escrow Agreement, dated _____, 20____, is by and between _____ (the “Seller”), _____ (the “Purchaser” or “Escrower”), and the Village of Maywood, an Illinois municipal corporation (the “Village” or “Escrowee”) as Escrowee/Obligee and/or Escrow Agent .

WHEREAS, Seller owns real property within the Village located at _____, Maywood, Illinois, with a Permanent Index Number or Numbers (“PIN(s)”) of _____ (the “Property”); and

WHEREAS, the Seller and Purchaser desire to obtain a Certificate of Compliance from the Village, as required by Section 150.098 of the Maywood Village Code prior to the sale or rental of the Property; and

WHEREAS, there are outstanding violations relating to the Property, as set forth in the Building Code Violation Notice dated _____, attached as **Exhibit 1** and made a part hereof, that prevent the Village from issuing a Certificate of Compliance at this time; and

WHEREAS, in order to proceed with the sale of the Property despite the existence of the violations, the Parties propose to enter into this Escrow Agreement pursuant to Section 150.098(H) of the Maywood Village Code in order to obtain a Conditional Certificate of Compliance.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties acknowledge and agree as follows:

1. The Parties acknowledge and affirmatively state that they have read and understand the violations set forth in the Violation Notice dated _____ attached as **Exhibit 1** and that correction of the violations is required for a Certificate of Compliance to issue. The parties further acknowledge that there may be additional violations that are unnoted or are undiscovered due to a lack of or limited inspection access and lack of utilities.
2. A proposal from a licensed contractor on business stationary or letterhead for labor and materials necessary to correct the violations noted in the Violation Notice (the “Work”) has been furnished to the Village of Maywood as Escrowee and is attached as **Exhibit 2** and made a part hereof.
3. The sum of \$ _____ (the “Escrow”) to ensure the Work is performed and the Property is brought into compliance has been deposited by or on behalf of the Purchaser as Escrower with the Village of Maywood Finance Department as Escrowee or as Obligee in the form of:
 - a. _____ Cash
 - b. _____ Performance Bond/Surety Bond
4. The Escrow shall be held to secure the proper completion of the Work.
5. Based on receipt of the Escrow, the Village is willing to issue a Conditional Certificate of Compliance with the understanding that the Work shall be completed in conformance with this Agreement. See Section 150.098(H) of the Maywood Village Code.
6. A Village of Maywood Building Permit or Permits relative to the Work must be obtained within thirty (30) days of the closing.
7. Upon completion of the Work, the Escrower shall notify the Village, in writing at the address listed below, to arrange for a re-inspection of the Property.

8. If, upon inspection of the Work, the Village determines that corrections of the violations have been accomplished in a good and workmanlike manner, in full compliance with the proposal attached hereto as **Exhibit 2** and in accordance with the current building code standards and other laws and ordinances of the Village of Maywood, the Village shall issue a clear/revised Certificate of Compliance indicating “no violations present for escrow release only.”

9. The Escrower must complete the Work on or before ninety (90) calendar days from the date of the closing on the Property. In the event the Escrower fails to complete the Work, and/or have the Work verified on reinspection, on or before ninety (90) days from the date of the Closing, the Village is authorized to pursue enforcement proceedings through the Village of Maywood administrative adjudication process, or, in its discretion, through the Circuit Court of Cook County, pursuant to Section 150.098(H)(4) of the Maywood Village Code. The Village is further authorized to pursue any other administrative or judicial remedy in order to bring the property into compliance with applicable codes and regulations, including an order allowing the Village as Escrowee to release the funds to a contractor of its choosing to bring the violations into compliance. The Village shall be entitled to draw on the Escrow for the purpose of paying all costs associated with such enforcement proceedings, including but not limited to consultant fees, engineering fees, attorney fees and litigation expenses, pursuant to Section 150.098(H)(4) of the Village Code, and for the purpose of paying any judgment amounts for fines pursuant to Section 150.098(H)(5) of the Village Code. Any costs of enforcement beyond the amount of the Escrow are a debt due and owing the Village and shall be a lien against the Property if the balance beyond the Escrow is not repaid to the Village within thirty (30) days following written demand by the Village. Any judgment amounts beyond the amount of the escrow that remain unpaid following the time for payment and opportunity for judicial review are a debt due and owing the Village and may be recorded by the Village as a lien against the property.

10. The Escrower agrees to submit to the jurisdiction and venue of the Village of Maywood administrative adjudication process and the Circuit Court of Cook County and to waive service of summons subject only to the notice requirements as required by law in order to enable the Village to expeditiously obtain an order of compliance with this Agreement, if necessary.

11. Whenever any notice is required under this Agreement, the notice will be in writing and will be deemed effective and given and received upon personal delivery or upon deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid or by a national/next day delivery courier, to the address written below or at other addresses as are specified by written notice delivered in accordance with this Agreement.

Village:	Escrower:	Seller:
Village of Maywood	_____	_____
Attn: Coordinator of Compliance	_____	_____
40 Madison Street	_____	_____
Maywood, Illinois 60153	_____	_____

12. The Parties and their agents and contractors jointly and severally indemnify and hold the Village of Maywood and/or its elected or appointed officers and officials, president and trustees, agents, volunteers, attorneys, representatives and/or employees from and against any and all claims, liability, loss, cost, expense, demand or expectation of either party or any contractor accepted by the Parties hereto for completion of the Work or for any dispute arising out of this Agreement.

13. The Village, as Escrowee, may, at its option, invest any funds in the Escrow in an interest-bearing account at a financial institution where such account shall be insured by an agency of the federal government. Any interest earned by the deposit of funds in the Escrow shall be retained by the Village to cover any Village staff administrative time and related fees associated with maintaining the Escrow. Any additional fees or costs

charged to the Village regarding the Escrow by a bank or lending institution shall be the responsibility of the Escrower and the Village may deduct said charges from the Escrow. If the Village does not deposit the funds in an interest-bearing account, the Escrower will not be entitled to earn interest on said funds.

14. This Agreement is governed by and is to be construed under the laws of the State of Illinois. This Agreement, its amendments or any supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

SIGNED:

Seller: _____ Subscribed and Sworn to before me

this ____ day of _____ 20__.

By: _____

Its: _____

Notary Public

SEAL:

Purchaser/Escrower: _____ Subscribed and Sworn to before me

this ____ day of _____ 20__.

By: _____

Its: _____

Notary Public

SEAL:

Village of Maywood/Escrowee: _____ Subscribed and Sworn to before me

this ____ day of _____ 20__.

By: _____

Its: _____

Notary Public

SEAL:



ZONING DISTRICT ACKNOWLEDGMENT

40 Madison Street Maywood, Illinois 60153

www.Maywood-il.org

I/We, _____, purchaser(s) of the real property located at _____, Maywood, Illinois (the "Property"), acknowledge that:

(1) the Zoning District Designation of the Property is _____ ("Zoning District Designation"). The current identified use of the property is _____ with a maximum occupancy of _____.

(2) the use of the Property is limited to only those uses listed as permitted uses under the Zoning District Designation in the Village's Zoning Regulations, except;

(a) where the property is an existing legal non-conforming use, in which case the use is subject to the provisions of the Village's Zoning Regulations related to legal non-conforming uses; or

(b) where a special use permit has already been granted or is granted for the property by the Village President and Board of Trustees, in which case the use is subject to the terms and conditions of the special use permit ordinance.

(3) failure to abide by the Village's Zoning Regulations or other Code provisions relative to use of the Property could result in fines, mandatory deconversion, or other legal action by the Village.

Applicant's signature _____ **Date** _____
Purchaser

Printed Name: _____

Current Address: _____

Home Phone _____ **Work Phone** _____ **Cell Phone** _____

Subscribed and sworn to before me

this _____ day of _____, 20__.

Notary Public

Seal:

**Return this form to the Department of Community Development
40 Madison Street, Maywood, IL 60153**

ESCROW PROPOSAL EXAMPLE

Contractor U.S.A.

1234 Any Street - Anywhere, Illinois

Buyer's Name

Property Address

Maywood, Illinois 60153

Exterior

East Elevation

- 1) Clean all plant growth from gutter.....\$100.00
- 2) Repair all broken sidewalk sections.....\$600.00

North elevation

- 3) Replace window screens.....\$100.00
- 4) Repair missing wall covering (siding).....\$300.00
- 5) Repair drive way.....\$4,000.00

West Side Elevation

- 6) Replace defective doors.....\$800.00
- 7) Repair/replace deteriorated patio sidewalk.....\$2,000.00

South Side Elevation

- 8) Repair window trim.....\$300.00
- 9) Peeling paint on window frame.....\$100.00
- 10) Repair/replace deteriorated entrance riser (stairs)

Garage/Exterior

- 11) Replace deteriorated roof covering.....\$2,000.00
- 12) Replace missing gutters.....\$500.00
- 13) Clean accumulation of garbage & debris (yard waste)

Total.....\$10,800.00

ESCROW DRAW DOWN EXAMPLE

Draw Down Proposal

- To submit a draw down proposal indicate only the completed violations and the amount of repair of each item as indicated below. All violation amounts must coincide with the proposal that was submitted with your Escrow Agreement.
- Indicate Violation, violation # and \$ amount.
- Contact The Community Development/Code Enforcement Dept. to set up a Re-inspection for the requested drawdown (scheduling is done upon availability) .
- Draw down disbursements can only be 50%, or 33.5% of the deposit .
- **Checks are disbursed on Friday's only, 7 to 14 business days after an inspection and Village approval.**

EXAMPLE

I am requesting a draw down for the property listed at 123 Happy Street, Maywood, Illinois 60153
My total escrow is \$15,900.00. I am requesting a draw down \$5,300.00 =1/3(33.5%) of my deposit. Leaving a balance of \$10,600. Attached is a list of the completed violations.

Exterior

East Elevation	Amount
14) Clean all plant growth from gutter.....	\$200.00
6) Repair all broken sidewalk sections.....	\$600.00

North Elevation

11) Replace window screens.....	\$100.00
12) Repair missing wall covering (siding).....	\$300.00
13) Repair drive way.....	\$200.00

West Side Elevation

27) Replace defective doors.....	\$200.00
28) Repair/replace deteriorated patio sidewalk.....	\$800.00

South Side Elevation

32) Repair window trim.....	\$300.00
33) Peeling paint on window frame.....	\$100.00
34) Repair/replace deteriorated entrance riser (stairs)	

Garage/Exterior

45) Replace deteriorated roof covering.....	\$2,000.00
46) Replace missing gutters.....	\$500.00

Total\$5,300.00
Balance.....\$10,600.00

Village of **MAYWOOD**



40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
COMMUNITY DEVELOPMENT

VACANT BUILDING REGISTRATION FORM

Pursuant to Chapter 150 (*Sections 150.031, 150.032, 150.033*) of the Maywood Village Code, any building that has become vacant must register with the Department of Community Development within 30 days after it becomes vacant and every six months thereafter. Please complete this form and have it mailed or delivered to:

Vacant Building Registration
Department of Community Development
40 Madison Street
Maywood, IL 60153

A check or money order in the correct registration amount* of \$250.00 made payable to the Village of Maywood must accompany the form. Please fill out the information requested in the following sections. Any changes to the information contained on this form shall be reported to the Department of Community Development within 20 days of such changes.

This registration is not a certification of Code compliance and does not protect the registered property from demolition. By registering the property the owner certifies that the property is vacant, secure, sufficiently posted and the insurance is current. Failure to comply with all the applicable requirements of the Village Code may result in fines and other penalties as allowed by law.

SECTION I – BUILDING INFORMATION

A. Correct Address of Building (include full range., e.g. 121-3 N. 5th, not just 121 N. 5th, zip code)

B. Permanent Real Estate Index Number (as printed on your real estate tax bill)

C. Primary Use of Building? Residential or Non-residential

D. Number of Units within Building? _____

SECTION II – OWNERSHIP INFORMATION

A. Please list the name, address and phone number of the owner. If there are multiple owners, please attach additional sheets.

Name _____

Address _____

Phone _____

B. The ordinance requires that if the property is held in a land trust, the beneficiary of the trust must be disclosed.

Name _____

Address _____

Phone _____

C. Please list any agent designated for receiving notices or service of process. Such person must maintain an office or actually reside in Cook County, IL. An owner who satisfies these criteria may designate himself or herself as agent.

Name _____

Address _____

Phone _____

D. The ordinance imposes obligations and liabilities on any mortgage company with an interest in the property. Please list any mortgage companies. If there are multiple companies, please attach additional sheets.

Name _____

Address _____

Phone _____

Account # _____

SECTION III-CONDITIONS/STATUS OF BUILDING

Yes No

A. Is building enclosed and secured?

___ ___

Note: Building must be secured according to Section 150.032.

B. Has a sign been posted on the building listing owner/agents name, address and phone?

___ ___

C. Is there refuse service?

___ ___

SECTION IV-INSURANCE

Section 150.31(c) requires that liability insurance shall be maintained in an amount no less than \$300,000 for residential buildings are not less than \$1,000,000 for non-residential buildings.

Yes No

A. Is evidence of insurance in the appropriate amount attached?

___ ___

SECTION V-CERTIFICATION

I hereby certify that I have examined this Vacant Building Registration Form and that, to the best of my knowledge and belief, it is true, accurate and complete. **I am aware that failure to provide suitable evidence of adequate insurance or submittal of an incomplete or inaccurate form shall be deemed NOT to satisfy the requirements of Section 150.031, 150.032, 150.033 and will subject owners to fines of \$500-\$1,000 per day, per violation.**

Signature

Date

Printed Name

Owner? or Agent?

Revised 07/06/09

*** The registration and renewal fee for each registered building shall be \$250 (the “base registration fee”). Provided, however, that any vacant building subject to the base registration fee that is in violation of any provision of the building code or fire code at the time renewal is required shall be assessed a renewal fee of \$500 for such renewal period (the “doubled period”). If a vacant building in the doubled period is in violation of any provision of the building code or fire code at the time renewal is required, the fee shall be \$750 for such renewal (the “tripled period”). If a vacant building in the tripled period is in violation of any provision of the building code or fire code at the time renewal is required, the fee shall be \$1,000 for such renewal, and shall remain at \$1,000 for each subsequent renewal, if, at the time such renewal is required, the building is in violation (the “quadrupled period”).**