VILLAGE OF BROADVIEW PROCEDURES FOR PURCHASE AND SALE OF PROPERTY REAL ESTATE IN BROADVIEW TITLE 13 COMPLIANCE STAMP GUIDELINES

This include the Sale of Property for: Residential, Commercial and Industrial

In order to transfer or sell any Residential, Commercial, Industrial, mixed use, or other real estate within the Village of Broadview, the Owner of the Real Estate must, prior to the sale or transfer, obtain a Village Transfer Stamp from the Village Building Department. The Cook County Recorder will not record any conveyance document if a Village Stamp is not imprinted on the conveyance document.

A conveyance document can be an Executor's Deed, Judge's Deed, Judicial Sales' Deed, Quit Claim's Deed, Special Warranty's Deed, Tax's Deed, Trustee's Deed, Warranty's Deed or other conveyance documents.

Before a Village Transfer Stamp will be issued, the Owner must do the following. (Ordinance CO-09-25).

Exempt transactions:

Exempt transactions are specified in the Village of Broadview Ordinance No. CO-09-25 Adopting Title 13-Property Transfer, Real Estate, Inspections and Compliance do not require an inspection. However, in order to avoid confusion, the Owner who is entitled to an exemption must still obtain a Village Stamp by contacting the Building Department and demonstrating proof of the exemption. Once the Building Department is satisfied that the transaction is exempt, the Building Department will stamp the Conveyance Document.

PRE-SALE INSPECTION

1. All Real Estate sales and transfers require a Pre-Sale Inspection by the Building Department and must be requested by the Owner or Owner's agent. The Building Department's direct number is (708) 345-8174.
2. You must come in to pre-pay and schedule the Pre-Sale Inspection. You can pay by Cash, Check, Credit Card or Money Order.
3. The Residential Real Estate inspections are only performed on Wednesdays.
4. Commercial and Industrial inspections are performed by B&F, these will typically be schedule within four business days.
5. The following fee schedule covers the initial Pre-Sale Inspection and re-inspection:
    - $100.00 for single family home or condominium, townhomes and co-ops.
    - $150.00 for two-family or three-family dwelling unit buildings.
    - $225.00 for building with four or more dwelling units.
    - $.11 per square foot with a $350.00 minimum for Commercial and Industrial buildings.
    - $50.00 for Expedited inspection requests.
6. Inspection Reports are valid for 30 days.
7. After violations listed in the Inspection Report have been corrected, you must schedule the Initial Re-inspection.
8. If the Village Inspector finds that the Village Code violations have not been corrected you should schedule another re-inspection.
9. Additional re-inspections needed after the 2nd inspection due to the lack of Village Code compliance will be charged at the same rate of the initial inspection. See No. 5 above.
10. When the property is found in compliance with the Village Code, a Certificate of Compliance will be issued by the Building Department.
11. The Owner must pay all fines owed to the Village or fines that have been assessed against the Real Estate by the Village. Please check with the Building & Fire Departments.
12. Separate checks are required for the Inspection fee, the ESCROW fee, any outstanding fines, and Administrative fees.
13. Temporary Certificate of Compliance – In the event that the seller or buyer agree that all village code violations will be resolved after the closing on the sale of the real estate and if the Building Department consents to the issuance of a Temporary Certificate of Compliance instead of a Certificate of Compliance, which is the sole discretion of the Building Commissioner.
14. Once the closing has taken place, the buyer must come to the Building Dept to complete the water billing changes form with their state ID or Driver's License to have the water bill changed over into their name(s).

TITLE 13

DOCUMENTS REQUIRED TO OBTAIN THE VILLAGE OF BROADVIEW TRANSFER STAMP

PROPERTY ADDRESS _____

PERMANENT INDEX NUMBER _____

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNER'S PHONE NUMBER _____

BUYER'S NAME _____

BUYER'S ADDRESS _____

BUYER'S PHONE NUMBER _____

_____ **INSPECTION – RESIDENTIAL, COMMERCIAL OR INDUSTRIAL**

_____ **FIRST PAGE OF THE CONTRACT**

_____ **ALL FEES/FINES OWED TO THE VILLAGE ARE PAID**

- _____ **BUILDING DEPARTMENT**
- _____ **FIRE DEPARTMENT**

_____ **ORIGINAL DEED & CONVEYANCE DEED OR DOCUMENTS (2 DEEDS)**

_____ **FINAL WATER BILL (WATER DEPARTMENT – REQUEST A FINAL WATER READ. AFTER THE FINAL WATER READ, YOUR WATER WILL BE SHUT OFF WITHIN 24 HOURS).**

TITLE 13

RESIDENTIAL, COMMERCIAL OR INDUSTRIAL ESCROW AGREEMENT

PROPERTY ADDRESS _____

PERMANENT INDEX NUMBER _____

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNERS PHONE NUMBER _____

BUYER'S NAME _____

BUYER'S ADDRESS _____

BUYER'S PHONE NUMBER _____

The seller or buyer must submit two (2) estimates from two (2) different contractors specifying the cost of repairing the items listed in the inspection report and time frame for repairing those items.

This Escrow Agreement is being executed for the purpose of allowing the closing of the sale or transfer of real estate in the Village of Broadview, Illinois prior to the real estate being in full compliance with the village codes and/or ordinances. The seller or buyer of the real estate agrees that the seller or buyer shall resolve all of the village code violations which are detailed on the inspection report dated _____, 20_____ attached to this Escrow Agreement on or before_____, 20 _____. The deadline date will be 60 days after receiving the transfer stamp.

The seller or buyer certifies the he/she are fully aware of the code violations listed on the inspection report regarding the real estate and agrees to obtain all necessary permits to correct all code violations and have a re-inspection on or before the deadline. The seller or buyer of the real estate agrees to assume the obligation of abating all code violations to the satisfaction of the Village. The seller or buyer agrees that the seller or buyer will have no further obligation as it relates to the code violations.

_____ _____

SELLER/DATE **BUYER/DATE**

The seller or buyer has deposited the sum of $ _____ (Escrow Funds) in an escrow account with the Village to ensure compliance with escrow agreement and to correct all code violations on or before the deadline. The escrow account will not be an interest bearing account.

If seller or buyer fails to correct all listed code violations by the deadline, the escrow funds can be forfeited to the Village and a citation can be issued at the discretion of the Building Commissioner. The Village is authorized by the seller or buyer to transfer the escrow funds from the escrow account into the Village General Account if the seller or buyer fails to correct all code violations by the deadline or extended deadline, if one is granted. Additionally, the code violations will still need to be rectified and additional citations may be issued.

The seller or buyer may contest the forfeiture of the escrow funds by submitting a written request for a hearing to the Building Commissioner within fourteen days of the forfeiture. Adjudication of citations issued pursuant to this section, and hearings to contest forfeiture of the escrow funds shall be by the administrative adjudication process set forth in the municipal code.

_____ _____

SELLER/DATE **BUYER/DATE**

If the seller or buyer corrects all the code violations to the satisfaction of the Village by the deadline and a certificate of compliance is issued by the Village, the escrow funds in the escrow account will be refunded to the seller or buyer.

If the seller or buyer is unable to complete the repairs listed in the inspection report prior to the deadline, the seller or buyer must complete the extension form and submit it to the Building Commissioner requesting an extension of the deadline. Only two (2) extensions will be granted after the deadline. The Building Commissioner, at his sole discretion, may grant or deny the request based on good cause shown by the seller or buyer.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS TITLE 13 - ESCROW AGREEMENT.

_____ _____

SELLER/DATE **BUYER/DATE**

_____

VILLAGE/DATE

THE VILLAGE ACKNOWLEDGES RECEIPT OF THE $175.00 ADMINISTRATIVE FEE.

_____ **DATE:** _____

THE VILLAGE ACKNOWLEDGES RECEIPT OF ESCROW FUNDS IN THE AMOUNT OF

$_____.

_____ **DATE:** _____

THE BUYER ACKNOWLEDGES RECEIPT OF THE ESCROW FUNDS IN THE AMOUNT OF

$_____.

_____ **DATE:** _____

IF THE BUYER FAILS TO COMPLY WITH THIS ESCROW AGREEMENT, THE ESCROW FUNDS ARE FORFEITED TO THE VILLAGE.

_____ **DATE:** _____

VILLAGE OF BROADVIEW

TITLE 13

REQUEST FOR ESCROW REFUND

I ACKNOWLEDGE THAT ALL VIOLATIONS AT PROPERTY ADDRESS _____ HAVE BEEN CORRECTED.

THE RE-INSPECTION WAS DONE ON _____ AND APPROVED.

I AM REQUESTING THE ESCROW REFUND IN THE AMOUNT OF $_____.

Signature: _____

Phone #: _____

Date: _____

VILLAGE OF BROADVIEW

TITLE 13

REQUEST FOR EXTENSION

This letter is requesting an extension to: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____

Phone #: _____

Date: _____

VILLAGE OF BROADVIEW

2350 South 25th Avenue
Broadview, IL 60155-3800
Phone: 708-681-3600 Fax: 708-681-2018

WATER BILLING CHANGES

Date: _____

Service Address: _____

OWNER CHANGES

Name: _____ Do you rent out the property? Yes / No

Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: _____ Work/Cell Phone #: _____

RENTER CHANGES

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: _____ Work/Cell Phone #: _____

BILLING CHANGES

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: _____ Work/Cell Phone #: _____

Resident Signature: _____

For office use only
Identification provided for verification of identity: Account #: _____

☐ Driver's License ☐ Government issued picture ID/State ID

Verifying Village Employee Signature: _____