

**ORDINANCE NO. 2019-01-011**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL ESTATE**

**(704 N. Broadway Avenue)**

**WHEREAS**, Urbana City Code Section 2-118, Subsection (d), provides that the City of Urbana (“City”) may purchase real estate for any corporate purposes found and declared by the City Council and that the City Council may authorize the purchase thereof under any terms and any conditions by ordinance duly passed; and

**WHEREAS**, the City desires to purchase the real estate commonly known as 704 N. Broadway Avenue to support the City’s affordable housing projects that benefit households below 80 percent of median family income; and

**WHEREAS**, the City Council expressly finds and declares that the real estate is needed for governmental purposes of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Urbana, Illinois as follows:

**Section 1.**

The purchase of the real estate commonly known as 704 N. Broadway Avenue in Urbana, Illinois, and legally described below, substantially on such terms as contained in the Real Estate Transfer Agreement attached hereto and incorporated herein, is hereby approved:

Lot 13 in Crystal Lake Park Addition to the City of Urbana, Illinois, as per Plat

Recorded in Plat Book “H” at Page 76, Situated in Champaign County, Illinois.

Permanent Index Number 91-21-08-404-009

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to the

execution of the Real Estate Transfer Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

The Mayor of the City of Urbana, Illinois, or her designee, be and hereby is authorized to perform all acts necessary on behalf of the City of Urbana to effectuate the acquisition of the real estate.

**Section 4.**

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

**Section 5.**

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

**PASSED BY THE CITY COUNCIL** this 22<sup>nd</sup> day of January, 2019.

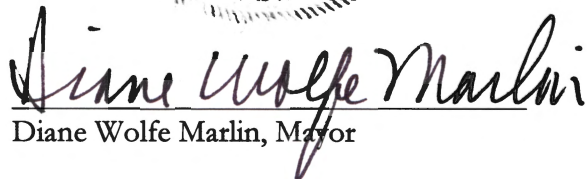
AYES: Brown, Hazen, Hursey, Jakobsson, Miller, Wu

NAYS:

ABSTENTIONS:

  
\_\_\_\_\_  
Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this 23<sup>rd</sup> day of January, 2019.

  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

## REAL ESTATE TRANSFER AGREEMENT

This agreement is made between Michael K. Burk, (the "Seller"), and the City of Urbana, an Illinois municipal corporation (the "Buyer"), and is effective on the last date signed by a party hereto. The parties agree as follows:

1. **Premises.** The Seller shall sell, and the Buyer shall purchase, the following described real estate (the "Premises"):

Common address: 704 N. Broadway Avenue, Urbana, Illinois 61801

Permanent Index Number: 91-21-08-404-009

Legally described as follows:

Lot 13 in Crystal Lake Park Addition to the City of Urbana, Illinois, as per Plat Recorded in Plat Book "H" at Page 76, Situated in Champaign County, Illinois.

2. **Purchase price.** The purchase price is \$20,000, minus credits and prorations, and is due and payable in cash or by check at the closing.

3. **Fixtures and personal property.** This agreement does not require the Seller to transfer to the Buyer any fixtures or personal property. However, any fixtures or personal property the Seller does not remove from the Premises prior to the closing are hereby transferred to the Buyer. The Seller represents to the Buyer that the Seller owns all such fixtures and personal property, that such fixtures or personal property are free and clear of all liens, charges, and encumbrances, and that the Seller has full right, power, and authority to sell such fixtures or personal property to the Buyer. The Seller disclaims and excludes all warranties of quality, fitness, and merchantability.

4. **Condition of Premises.** Except as provided in section 9, the Buyer accepts the Premises in its "as-is" condition, and the Seller disclaims all warranties express or implied as to the condition of the Premises.

5. **Deed.** The Seller shall convey the Premises to the Buyer by a good and sufficient Warranty Deed, subject only to those exceptions listed in section 6(B) and any provisions contained in this agreement that will survive the closing and not merge with the deed.

6. **Title.**

A. The Buyer shall obtain a commitment for an ALTA title insurance policy, in the amount of the purchase price, issued by a title insurance company doing business in Champaign County, committing the company to issue a policy in



the usual form insuring title to the Premises. The Buyer shall pay the premium, search, and other charges for such policy. Within a reasonable time before closing, the Buyer shall deliver a copy of the commitment for an ALTA policy to the Seller.

- B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements apparent or of record that do not underlie the improvements, and covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises. The Seller also shall execute and deliver to the Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above.
- C. If title evidence discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Seller within a reasonable time. The Seller will have a reasonable time to have such title exceptions removed, or, any such exception that may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Seller is unable to cure such exception, the Buyer, at its election, may terminate this agreement or take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving the Seller notice of such election and tendering performance on its part.

7. **Taxes and assessments.** The Seller shall pay all real estate taxes, special assessments, sewer use charges, stormwater utility fees, and recycling taxes assessed against the Premises apportioned through the closing date, and the Buyer shall pay all those assessed after the closing date.

8. **Closing; possession.** The parties shall hold the closing no later than February 15, 2019, at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.

9. **Environmental disclosure.** The Buyer may obtain an environmental analysis of the Premises. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the Premises or its use for a residential purpose, the Buyer may terminate this agreement by written notice to the Seller no later than 48 hours before the closing.

10. **Other disclosures.** The Premises will be used for redevelopment, and any buildings located thereon will be demolished. Therefore, the Buyer waives the Seller's com-

pliance with all residential real property, lead paint, radon, and other disclosures except as specified in this agreement.

**11. No leases or other contracts.**

- A. The Seller represents to the Buyer that that the Premises are vacant as of the date of this agreement and that the Seller is not party to a lease or contract sale with respect to Premises. The Seller shall not permit, allow, or create any leases or allow or permit the renewal or extension of any lease with respect to the Premises.
- B. The Seller represents to the Buyer that no contracts for the furnishing of any labor or material to the Premises or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied; and there are not and will not be any unrecorded contracts relating to the Premises at the time of the closing.
- C. A violation of this section is a material breach. If the Seller violates this section, the Buyer may, at its option immediately declare this agreement null and void.

**12. Default.** Either party may terminate this agreement at any time for cause if the other party breaches any term of this agreement and does not cure such breach by the tenth day after written notice is given. The party giving notice shall specify the reason or reasons for such termination and shall state the effective date of such termination if the breach is not fully corrected. In the event of the Seller's default, the Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against the Seller; and maintain any other or different remedy allowed by law. If either party defaults in any of its obligations under this agreement, the party not in default will be entitled to recover its costs and reasonable attorneys' fees and costs caused by the other's default from the defaulting party. The foregoing remedies in the event of default are not intended to be exclusive, and the parties have the right to all other lawful remedies, including specific performance.

**13. Damage to Premises prior to closing.** Prior to the closing, if the improvements on the Premises are damaged or destroyed by fire or other casualty, the Buyer, at its election, may terminate this agreement (and receive a refund of earnest money) or accept the Premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which gross proceeds the Seller shall assign to the Buyer and deliver to the Buyer at closing. The Seller is not obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois are applicable to this agreement, except as modified by this section.

14. **Entire agreement.** This agreement constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.

15. **Notices.** Except where the terms of this agreement expressly provide otherwise, the parties shall give all notices required or permitted by this agreement in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Seller

Michael K. Burk  
704 N. Broadway Avenue  
Urbana, Illinois, 61801

Buyer

City of Urbana  
Attn: Grants Management Division  
400 S. Vine Street  
Urbana, Illinois 61801-3336

16. **Time and binding effect.** Time is of the essence of this agreement. This agreement is binding upon the respective parties and their successors and assigns and applies to each and all of the parties regardless of the singular term.

17. **Survival of agreement.** All of the covenants, warranties, representations, and agreements contained in this agreement that were not performed at the time of the closing will survive such closing for one year and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

18. **Recording.** The Buyer may record this agreement or a memorandum of this agreement in the Office of the Champaign County Recorder of Deeds at the Buyer's expense.

19. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

[Signature page follows]



The parties are signing this agreement on the dates indicated below their signatures.

Michael K. Burk

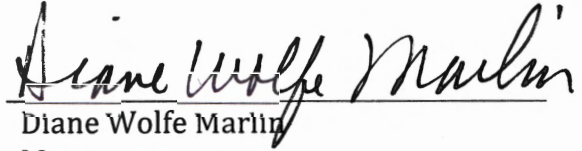
City of Urbana, Illinois



Michael K. Burk

Date: 1-16, 2019

By:



Diane Wolfe Marlin

Mayor

Date: 23 January, 2019

Attest:

  
\_\_\_\_\_

Charles A. Smyth

City Clerk

Ordinance No. 2019-01-011



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**WARRANTY DEED**

5253-190037

**THE GRANTOR, Michael K. Burk**, a widower, of the City of Urbana, County of Champaign, State of Illinois, for and in consideration of **TEN DOLLARS (\$10.00)** and other good and valuable consideration in hand paid, **CONVEYS and WARRANTS** to the **City of Urbana, Illinois**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Illinois, with its principal office located at 400 S. Vine Street, Urbana, Illinois 61801, all interest in the following described real estate situated in the County of Champaign, in the State of Illinois, to wit:

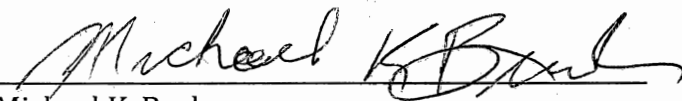
Lot 13 in Crystal Lake Park Addition to the City of Urbana, Illinois, as per plat recorded in Book "H" at Page 76, situated in Champaign County, Illinois

**PERMANENT INDEX NO.: 91-21-08-404-009**

**ADDRESS: 704 N. Broadway Avenue, Urbana, IL 61801-1702**

Subject to covenants, conditions, restrictions and easements apparent or of record, real estate taxes for the year 2018 and subsequent years, and all applicable zoning laws and ordinances, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated 2-8-, 2019.

  
Michael K. Burk

**2019R02365**  
REC ON: 02/21/2019 12:12:33 PM  
CHAMPAIGN COUNTY  
**MARK SHELDEN**  
REC FEE: 51.00  
RHSPS Fee:  
STATE TAX:  
COUNTY TAX:  
PLAT ACT: 0  
PAGES 4

27 FEB 2019 AM 10:49

CITY OF URBANA  
RECEIVED

FEB 27 2019

CITY CLERKS OFFICE



STATE OF ILLINOIS            )  
  )  
COUNTY OF CHAMPAIGN    )        ss.

The foregoing instrument was acknowledged before me on February 8  
2019, by Michael K. Burk.



Teresa Andel  
Notary Public

**THIS INSTRUMENT WAS PREPARED BY:**

Curt Borman  
Assistant City Attorney  
City of Urbana  
400 S. Vine Street  
Urbana, IL 61801

**MAIL RECORDED DOCUMENT AND TAX BILL TO:**

City of Urbana Legal Division  
400 S. Vine Street  
Urbana, IL 61801

This transaction is exempt under the provisions of 35 ILCS 200/31-45(b).

Date: February 8, 2019 Buyer, Seller, or Representative Curt Borman

## PLAT ACT AFFIDAVIT

State of Illinois  
County of Champaign

Permanent Index No: 91-21-08-404-009

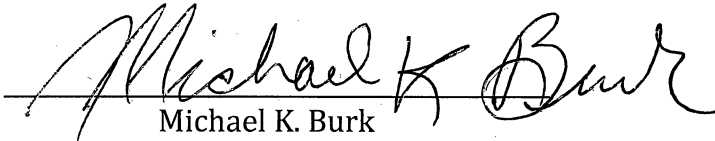
The Affiant is the Grantor or the Grantor's authorized representative in the deed transferring interest in the real estate with the above permanent index number. The Affiant states that this transfer complies with all local requirements applicable to the subdivision of land and further states that this transfer is exempt from the Illinois Plat Act (765 ILCS 205/1 *et seq.*) for the following reason(s):

- The sale or exchange is of an entire tract of land not being a part of a larger tract of land;
- The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
- The division of lots or blocks is of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- The sale or exchange of parcels is of land between owners of adjoining and contiguous land.
- The conveyance of parcels of land or interests therein is for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
- The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- The conveyance is made to correct descriptions in prior conveyances.
- The sale or exchange is of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
- The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configuration of said larger tract having been determined October 1, 1973, and no sale

prior to this sale of any subsequent lots from the same larger tract of land has taken place since October 1, 1973, and a survey of said lot was made by an Illinois Registered Land Surveyor.

This is a plat for wind energy devices under Section 10-620 of the Property Tax Code.

The Affiant further states that this affidavit is made for the purpose of inducing the Champaign County Office of the Recorder of Deeds to accept the attached instrument for recording.

  
Michael K. Burk

State of Illinois            )  
  )  
County of Champaign    )

Signed and sworn (or affirmed) to before me on February 8, 2019 by Michael K. Burk.



  
Notary Public