

**AGREEMENT NO. A22-01**

**SALES AGREEMENT  
17 THOMPSON BOULEVARD TO PAUL AND KERRI JAKUBCZAK**

*THIS AGREEMENT* is made as of the date of the last signature appearing hereon by and between the **City of Coldwater**, a Michigan municipal corporation, of One Grand Street, Coldwater, Michigan 49036, as "Seller," and **Paul A. Jakubczak** and **Kerri Susan Jakubczak**, husband and wife, of 2601 Palm Lakes Avenue, Fort Pierce, Florida, as "Purchasers."

1. **DESCRIPTION**. Seller agrees to sell and convey, and Purchasers agree to purchase on the terms and conditions hereinafter stated the real property (hereinafter the "Property") commonly known as 17 Thompson Boulevard, Coldwater, Michigan 49036, and described as follows:

SEE EXHIBIT A.

Commonly known as: 17 Thompson Blvd., Coldwater, MI 49036  
Parcel / Property Tax ID #: 302-000-000-343-64

Subject to easements and building and use restrictions of record.

The grantor grants to the grantee the right to make zero (-0-) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("Act").

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

2. **PURCHASE PRICE AND TERMS**. The purchase price for the Property is Two Hundred Five Thousand and No/100ths (\$205,000.00) Dollars payable as follows: One Thousand and No/100ths (\$1,000.00) Dollars upon the execution of this Agreement, receipt of which is hereby acknowledged, and Two Hundred Four Thousand and No/100ths (\$204,000.00) Dollars at closing herein upon the delivery to Purchasers of the standard form warranty deed conveying the Property.
3. **CLOSING DATE**. This sale shall be closed as soon as details of closing may be arranged but no later than 60 days from date hereof. If the sale is not closed within such 60 day period, and such failure to close is not due to action or omission of Seller, then this Agreement shall terminate and Seller may retain the \$1,000.00 earnest money deposit. Otherwise, the earnest money deposit shall be returned to Purchasers.
4. **TITLE EVIDENCE**. Seller shall furnish for Purchasers' examination, a reasonable time before closing, a standard form commitment for an owner's policy of title insurance, showing merchantable title to the Property in Seller, free and clear of any encumbrances whatsoever, except easements, reservations and building and use restrictions now of

record, and except for those to be removed at closing. If objection to the title is made, based upon a written opinion of Purchasers' attorney that title is not marketable, Seller shall have thirty (30) days from the date Seller is notified, in writing, of the particular defects claimed to remedy the defects. If Seller fails to remedy the defects within thirty (30) days, Purchasers may waive such title defects and close subject to such defects, however, if Purchasers do not so waive, this Agreement shall be null and void. At closing, Seller shall pay the cost of such title insurance policy.

5. **CLOSING EXPENSES AND FEES.** In addition to the cost of the policy of title insurance for Purchasers, Seller shall also pay the real estate transfer tax at the closing herein, if any. If the sale shall be closed by a title company, closing fee charged by the title company will be paid one-half by the Seller and one-half by the Purchaser.
6. **COMMISSIONS.** Seller and Purchasers each warrant that it/they know of no person to whom a real estate sales commission may be due as a result of the sale contemplated herein, and should any such claim be made, each shall hold the other harmless from any such claim resulting from its/their acts or omissions resulting in the commission obligation.
7. **POSSESSION.** Purchasers shall have possession of the Property upon the closing of the transaction contemplated herein.
8. **REAL ESTATE TAXES.** Real estate taxes shall be prorated to the date of closing, and Seller shall be responsible for such taxes accruing to the date of closing. The taxes to be prorated shall be those first becoming due in 2022, whether billed or estimated as of the closing date. The total of such taxes shall be divided by 365 and the sum so determined shall be multiplied by the number of days which have passed in the year as of the date of closing, and the product shall be the share of 2022 taxes for which Seller shall be responsible. Seller shall be responsible in full for all prior years' taxes, and Purchasers shall be responsible in full for all subsequent years' taxes. Seller shall pay all installments of special assessments due in or prior to 2022, and Purchasers shall assume and pay when due all other installments of special assessments.
9. **CONDITION OF PROPERTY.** Purchasers agree that the Seller has made no representations or warranties and makes no representations or warranties as to the condition of the Property, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries. Purchasers have performed or caused to be performed any inspections of the Property that they desire. The parties agree that the Property is purchased in an "AS IS" condition, except for the lawn which will be completed in the Spring of 2022 by Seller.
10. **CHARTER COMPLIANCE.** Inasmuch as the sale of this property is subject to Chapter 13 of the Charter of the City of Coldwater, this Agreement shall stand in the form of an offer by Purchasers only, pending compliance with such Chapter, at which time, if ultimately approved by the City Council, the agreement shall be signed on behalf of the City of Coldwater and the sale shall proceed to closing.

11. **NOTICES.** All notices required by this Agreement shall be sent to the other party in writing. The notices shall be delivered either personally or by first class mail, effective upon delivery as shown by proof of delivery, or by email with delivery acknowledged by the authorized recipient.
12. **SUCCESSORS AND ASSIGNS.** This Agreement shall bind and benefit the parties and their respective representatives.
13. **HOME WARRANTY.** Notwithstanding the disclaimer by the City of all warranties, the City will assign to Purchasers all warranties available for assignment from General Housing Corporation.
14. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.
15. **AMENDMENT.** This Agreement may not be amended except in writing by both parties.
16. **CONTINGENCY.** Each Party's obligation to perform hereunder shall be contingent on Paul A. Jakubczak and the Coldwater Board of Public Utilities entering into an employment agreement.
17. **ENTIRE AGREEMENT.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

**Seller:**

Signed by:

City of Coldwater

By: \_\_\_\_\_

Thomas G. Kramer, its Mayor

Dated: February 28, 2022



By: \_\_\_\_\_

Susan E. Heath, its Clerk

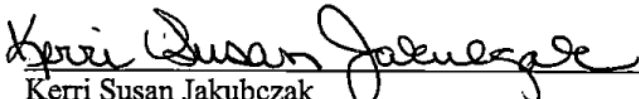
Dated: February 28, 2022

**Purchasers:**

Dated: 1/22, 2022

  
\_\_\_\_\_  
Paul A. Jakubczak

Dated: 1/22, 2022

  
\_\_\_\_\_  
Kerri Susan Jakubczak

*Prepared by:*  
Megan R. Angell, Esq.  
City Attorney  
City of Coldwater  
One Grand Street  
Coldwater, Michigan 49036  
Phone: (517) 279-6902

**EXHIBIT A**  
Legal Description

**Land in the Second Ward, City of Coldwater, Branch County, Michigan.**

Lot #21 Deerfield Meadows described as:

A portion of Lot 9 in Block 13 of F.V. Smith's Addition of the City of Coldwater located in the South half of Section 15, Township 6 South, Range 6 West, in the Second Ward of the City of Coldwater, Michigan, described as follows: Beginning at a 5/8" iron rod at the Southeast corner of said Lot 9 and being a point of the West right-of-way line of Thompson Boulevard; thence North 00° 05' 54" West 74.71 feet along said West right-of-way line to a 5/8" iron rod; thence South 89° 53' 13" West 140 feet to a 5/8" iron rod; thence South 00° 05' 54" East 74.71 feet to a 5/8" iron rod on the South line of said Lot 9 in F.V. Smith's Addition; thence North 89° 53' 13" East 140 feet along said South line back to the point of beginning.

Parcel / Property Tax ID #: 302-000-000-343-64