

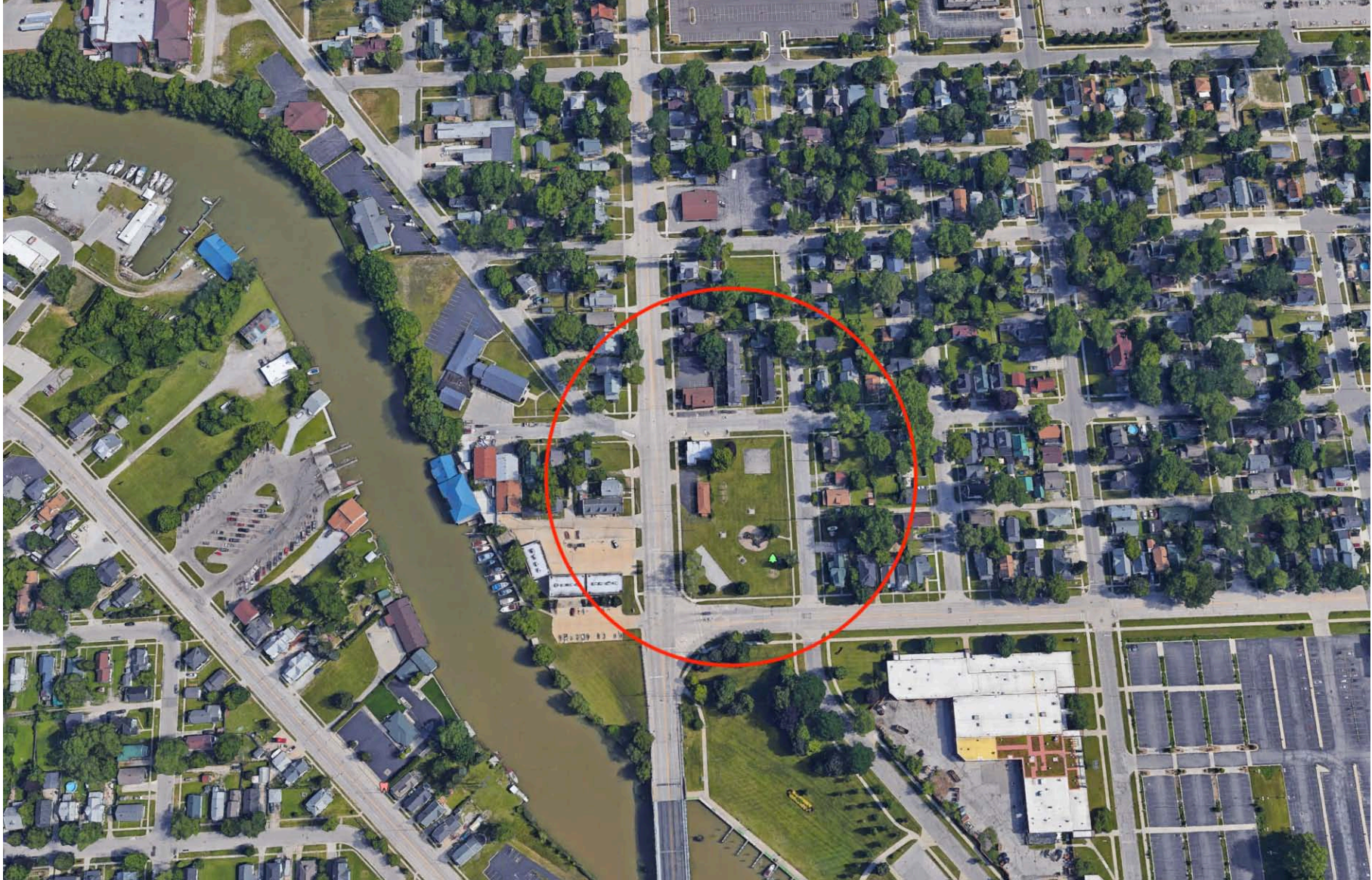


ST. CLAIR COUNTY
COMMUNITY COLLEGE



ST. CLAIR COUNTY
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Haynes Park Sports Complex Proposal 2019





ST. CLAIR COUNTY
COMMUNITY COLLEGE

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Project Narrative:

St Clair County Community College (SC4) is launching new men's and women's collegiate soccer programs in the Fall of 2020. These new teams will attract additional students to the campus in downtown Port Huron and thousands of spectators for sporting events. Additionally, this complex will be able to host regional and national tournament events similar to the tournaments now being hosted at the SC4 Fieldhouse, creating a new economic driver in our City and region.

To facilitate the launch of the new soccer programs, SC4 is looking to acquire Haynes Park, which is owned by the City of Port Huron, for the purposes of constructing a new outdoor athletic complex. The proposed complex would include a new turf soccer field, bleachers, lighting, concessions, restrooms and locker rooms.

Haynes Park is approximately 1.18 acres in size and is located on the corner of 10th Avenue and Glenwood, adjacent to the SC4 Campus. A vacated alley and part of vacated River Street exist within the property. Both were vacated with a full-width public utility easement. Those easements would be retained during the proposed acquisition. The park is zoned C-1, General Business District.

Haynes Park is not one of the Dedicated City Parks per the City Charter. The equipment located there is old and in need of repair or replacement.

Significant investments at Optimist Park, which is located just a few blocks north of Haynes Park, include a new \$250,000 play structure, new basketball court and, sited for this coming year, a new \$500,000 skate park. With these investments, Optimist Park is the destination park for these neighborhood residents.



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Acquisition Proposal:

In exchange for the property, SC4 pledges the following to the City of Port Huron:

1. To invest at least \$500,000 into developing a sports complex to facilitate the new soccer programs on the Haynes Park site. (Budget estimates place the cost of this development closer to \$1,500,000.)
2. SC4 would agree to deed restrict the property for 20 years for the purposes of athletic use.
3. SC4 will purchase the property for \$25,000, funds which will be deposited into the City of Port Huron Parks and Recreation Department.
4. SC4 will incorporate "Haynes" into the name of the new athletic complex.

Scope of Work:

SC4 will clear Haynes Park and construct a new outdoor athletic complex. Additionally, portions of Stanton Street will be removed to create a greenbelt to the property north of Haynes Park, which was recently acquired by SC4. On the parcel located north of Stanton Street, the new bathrooms, locker rooms and concessions will be sited.



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Haynes Park Site Map and Photos

10TH AVE.

STANTON ST.

POPLAR ST.

74063660200000
OVERLY KRIS A/SANDRA J
902 10TH AVE
110' x 75.4' = 0.19 acres
ZONE C1

74063660201000
ST CLAIR COMMUNITY COLLEGE
904 10TH AVE
0' x 0' = 0.23 acres
ZONE A1

74063660202000
ST CLAIR COMMUNITY COLLEGE
903 POPLAR ST
0' x 0' = 0.11 acres
ZONE A1

74063660213000
WEBB CHARLES/MARY JEAN TRUST
1217 STANTON ST
50' x 85' = 0.1 acres
ZONE A1

74063660288000
ERNST THOMAS
828 10TH AVE
0' x 0' = 0.12 acres
ZONE C1

74063660289000
HANGING GARDENS REAL ESTATE
822 10TH AVE
0' x 0' = 0.12 acres
ZONE C1

74063660287000
CITY OF PORT HURON
1300 VACANT LOT GLENWOOD AVE
0' x 0' = 1.18 acres
ZONE C1

74063660279000
WIEBE GRANT/ANN/ ROSE JULIA
1218 STANTON ST
100' x 99.6' = 0.23 acres
ZONE A1

74063660280000
LANDMESSER DAVID
818 POPLAR ST
44.4' x 100' = 0.1 acres
ZONE A1

74063660281000
MCMARTIN DAVID/MELISSA
1217 GLENWOOD AVE
50' x 144' = 0.16 acres
ZONE A1

GLENWOOD AVE



1 inch = 50 feet

19.4 416-0001

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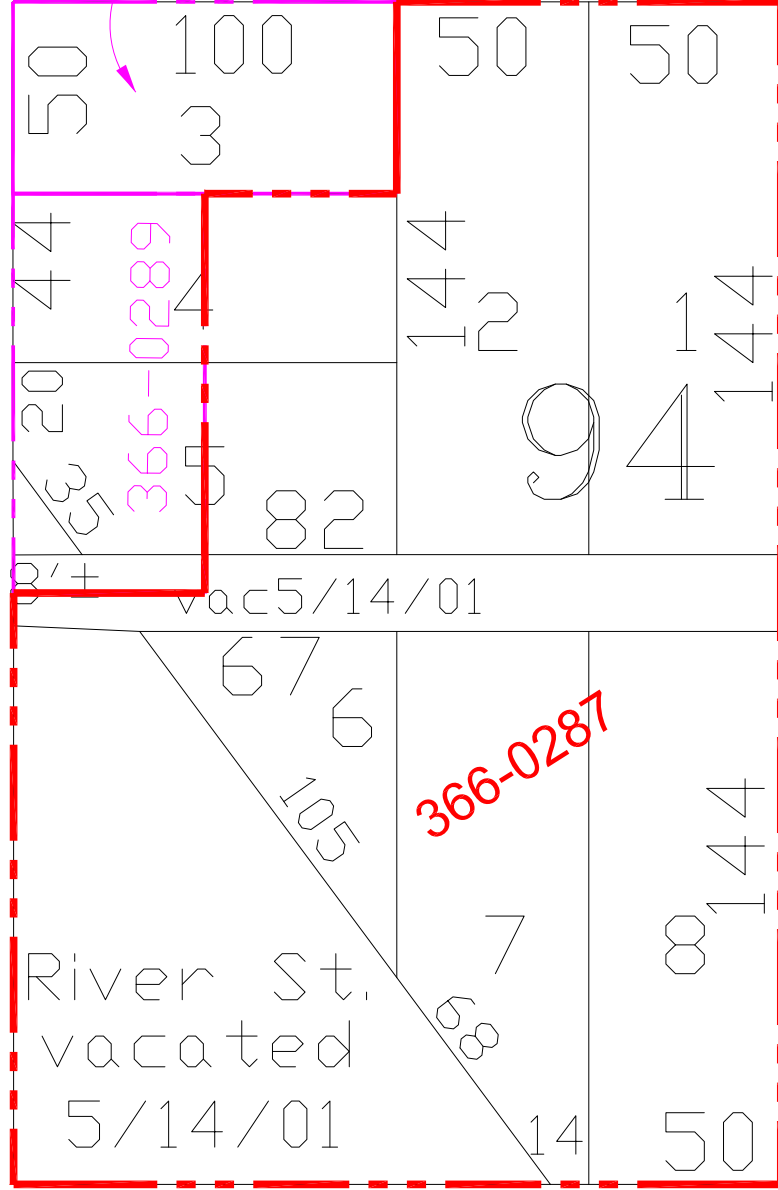
TENTH

100

18'±
30'±

66
STANTON

366-0288



vac 5/14/01

River St.
vacated
5/14/01

366-0287

100 7.5 125.5 130 50 50

20

66

POPULAR

66

GLENWOOD











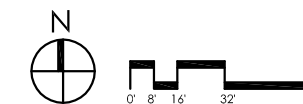
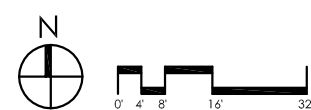
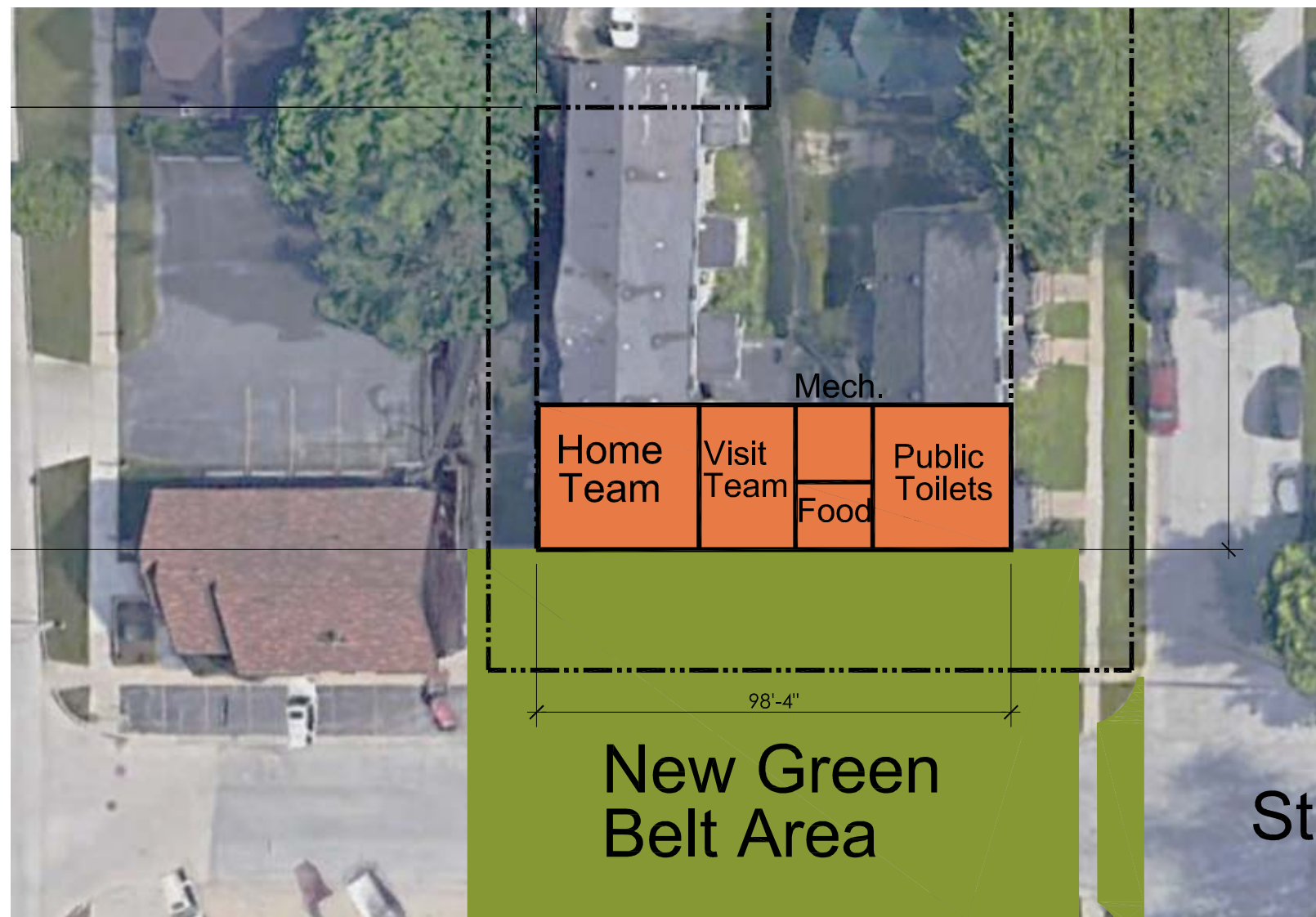


ST. CLAIR COUNTY
COMMUNITY COLLEGE

SC4 Proposed Site Plan

Concept Drawing

Preliminary Draft for Discussion





ST. CLAIR COUNTY
COMMUNITY COLLEGE

Purchase Agreement

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of date signed by the last party to sign (the “Effective Date”), by and between the CITY OF PORT HURON, 100 McMorran Boulevard, Port Huron, Michigan 48060 (“Seller”) and St. Clair County Community College, 323 Erie Street, Port Huron, Michigan 48060 (“Purchaser”).

RECITALS

A. Seller is the owner of a parcel of real property located in the City of Port Huron at the corner of 10th Street and Glenwood which is commonly known as Haynes Park (the “Property”). The legal description will be determined by survey.

B. Purchaser desires to purchase the Property and Seller is willing to sell the Property to Purchaser on the terms and conditions hereinafter set forth.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, IT IS AGREED:

ARTICLE I

PROPERTY

1.1 Property. As used in this Agreement, the Property shall include Haynes Park along with any and all improvements to the Property.

ARTICLE II

PURCHASE AND SALE; PURCHASE PRICE

2.1 Purchase Price. Subject to the terms and conditions contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the Property for the purchase price of Twenty Five Thousand (\$25,000.00) Dollars (the “Purchase Price”). The Purchase Price shall be paid to Seller at Closing, in cash, by certified check or wire transfer into the account for the City of Port Huron Recreation Department for use by only such department.

ARTICLE III

CONVEYANCE; STATE OF TITLE

3.1 Conveyance of Title. At closing, Seller shall convey fee simple marketable title to the Real Property to Purchaser by executing and delivering a statutory warranty deed (the “Warranty Deed”), which shall vest unencumbered marketable title in Purchaser, subject only to the Permitted Encumbrances, which are defined in paragraph 3.5 of this Agreement and subject to the following covenants and restrictions:

- a. The deed for the sale of the Property will include a deed restriction with a reversion option that will provide if the Property is not used by the Purchaser as a sports facility the City shall have the option to purchase the Property for a price to be determined by appraisal. The parties shall agree on an appraiser who shall determine the value of the Property. If the parties cannot agree on an appraiser then each party shall select an appraiser, the two shall select a third and the price shall be the average of the appraised value by the three appraisers. Each party shall pay their appraiser and shall split the cost of the third appraiser. Once the price is determined, the City shall have 30 days within which to decide if it wants to purchase the Property. It shall provide the Purchaser with written notice of its decision within such 30 day period. If the City elects to purchase the closing shall be held within 30 days, the sale will be for cash and the transfer will be by Warranty Deed. The deed restriction referenced in this subparagraph shall expire 20 years from the Closing date.
- b. The Purchaser shall invest not less than \$500,000.00 for the construction of the sports field/complex on the Property and the other adjoining property it acquires. The sports field/complex shall be constructed within 24 months of the closing. The Purchaser shall allow use of the field/complex by community groups on a basis similar to the SC4 Fieldhouse.
- c. The Seller shall have the right but not the obligation to purchase the Property in the event the Purchaser determines it no longer needs the Property. The parties shall use the appraisal process set forth in subparagraph c above to determine the sale price. The notice procedure set forth in subparagraph c shall also be used in the event the Seller elects to purchase the Property upon notice from the Purchaser that it no longer needs the Property.
- d. The name Haynes will be used in the name of the field/facility on the Property and will continue to be used regarding the Property.

3.2 Title Insurance Commitment. As evidence of title to the Real Property, Seller agrees to furnish to Purchaser, within twenty-one (21) days of the Effective Date, a commitment for title insurance (the "Commitment") issued by Attorneys Title Insurance Company (the "Title Company"), in the amount of the Purchase Price bearing date no earlier than the Effective Date, together with legible copies of all documents referenced in the Commitment.

3.3 Survey. Seller shall furnish to Purchaser as soon as possible a survey of the Property.

3.4 Objections to Title. If objection to the state of title based upon a written objection of Purchaser's attorney is made within fifteen (15) days after receipt of the later of the Commitment copies of all documents referenced therein, and the Survey, Seller shall have until the Closing Date, or if later, until thirty (30) days from the date it is notified of the particular defect claimed to fulfill the requirements of the Commitment, remedy such defect or cause the Title Company to

insure over such defect, if acceptable to Purchaser. If such objections are not cured within the thirty (30) day period, Purchaser will have the option to do any of the following:

- (a) Terminate this Agreement;
- (b) Waive the objections and proceed to the Closing.

3.5 Permitted Encumbrances. For purposes of this agreement, the Permitted Encumbrances shall include those encumbrances on Seller's title disclosed in either the Title Commitment or the Survey which are not objected to by Purchaser, pursuant to paragraph 3.4 of this Agreement.

ARTICLE IV

PURCHAER'S DUE DILIGENCE

The Purchaser's obligation to close this transaction contemplated by this Agreement shall be conditioned upon the satisfaction or waiver of the following due diligence conditions:

4.1 Environmental Due Diligence. Purchaser shall have up to 60 days from the Effective Date to complete its environmental due diligence which may include a Phase I ESA and a Phase II ESA. The closing of the transaction contemplated by this Agreement shall be contingent upon the completion or waiver of the condition set forth in this section. The Seller agrees to and shall provide Purchaser and its environmental consultant access to the Property to perform any necessary borings or tests which shall be nondestructive in nature. Any area of the Property which is disturbed as a result of such testing shall be fully restored by Purchaser. Upon request, the Purchaser shall have its consultants performing environmental due diligence on the Property to provide proof of workers compensation and general liability coverage.

4.2 As is Sale. Upon completion of Purchaser's due diligence and in the event Purchaser elects to close the transaction contemplated by this Agreement, Purchaser shall be deemed to have accepted the condition of the Property and the sale will be an "as is" sale. Further, upon closing of the transaction contemplated by this Agreement, Purchaser shall be deemed to and shall waive any and all claims against the Seller relating to or arising out of the condition of the Property.

ARTICLE V

TAXES, COSTS & FEES

5.1 Proration of Taxes. The Property is exempt for property taxes. As a result, there will be no proration of taxes.

5.2 Title Insurance Costs. The Purchaser will pay the cost of issuance of the Title Policy.

5.3 Transfer Tax. As the Seller is an exempt party, there will be no transfer tax on the sale. If there is transfer tax applied to the sale it will be paid by the Purchaser.

5.4 Recording Fees. Purchaser shall pay all recording fees for the recording of the Warranty Deed and any other recording fees.

5.5 Closing Fee. In the event the Title Company charges a fee for the conduct of the Closing under this Agreement, it shall be paid by the Purchaser.

ARTICLE VI

CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to satisfaction or its waiver of the following conditions precedent:

(a) The Title Company shall be prepared to issue the Title Policy at Closing, subject only to the Permitted Encumbrances.

(b) Purchaser shall have completed or waived its due diligence requirements set forth in Article IV. If the Purchaser is not satisfied, in its sole discretion, with the results of its environmental due diligence it shall give written notice of such and shall terminate this Agreement in writing within the time limits for completion of such due diligence. The notice of termination shall be given on or before the time allotted for such inspection.

(c) Seller's covenants, representations, and warranties contained in Article VIII of this Agreement shall be true and correct on the date of this Agreement, and at all times thereafter through the Closing Date, and Seller's covenants shall have been performed to the extent required to be performed prior to the Closing Date. The notice of termination shall be given on or before the time allotted for such inspection.

6.2 Effect. In the event that one or more of the conditions precedent set forth in Paragraph 6.1 of this Agreement have not been satisfied under the terms of this Agreement on or before the Closing Date, Purchaser shall have the right to terminate this Agreement.

6.3 Approvals. The transaction contemplated by this Agreement is conditioned upon approval of this Agreement by the Port Huron City Council and the St. Clair County Community College Board of Trustees.

ARTICLE VII

CLOSING

7.1 Date, Time, and Place of Closing. The transaction contemplated by this Agreement shall be consummated on or before _____, 2019 or on such earlier date as may be mutually agreed upon by the parties (the "Closing Date"), at the offices of the Title Company or another mutually acceptable location, at a time mutually agreeable to both parties (the "Closing").

7.2 Seller's Obligations at Closing. At Closing, Seller shall:

- (a) Execute and deliver the Warranty Deed.
- (b) Execute and deliver a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.
- (c) Execute and deliver a reaffirmation as of the Closing Date of the covenants, representations, and warranties set forth in paragraph 8.1 of this Agreement.
- (d) Execute and deliver such other documents and take such steps as are reasonably required by the Title Company in order to consummate the Closing in accordance with this Agreement.
- (e) Deliver to Purchaser possession of the Property.

7.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

- (a) Pay the Purchase Price to Seller in cash, or by certified or cashier's check or wire transfer.
- (b) Execute and deliver a copy of a Closing Statement showing the computation of the funds payable by Purchaser pursuant to this Agreement.
- (c) Pay:
 - (1) The Premium due and payable to the Title Company for the Title Policy.
 - (2) All recording fees.
 - (3) The Closing Fee charged by the Title Company.
- (d) Execute and deliver such other documents and take such steps as are reasonably required by the Title Company in order to consummate the Closing in accordance with this Agreement.

ARTICLE VIII

SELLER'S COVENANTS, REPRESENTATIONS, & WARRANTIES

8.1 Covenants, Representations, and Warranties. Seller covenants, represents, and warrants with Purchaser as of the date of this Agreement and at all times through Closing Date, the following:

(a) Subject to approval by the Port Huron City Council, the Seller has full power and authority to enter into and to undertake and perform the requirements of this Agreement and to consummate the transaction contemplated hereby, and that the individual executing this Agreement and all documents necessary to consummate this transaction is duly authorized to do so and to bind Seller.

(b) Seller has good and marketable fee simple title to the Property and no person or entity has any right, title, or interest in or to the Property or any portion thereof, except those disclosed in the Title Commitment or the Survey.

(c) No person, including any tenant, has a right of first refusal or option to purchase or lease all or any portion of the Property.

(d) There are no violations of, or conditions of noncompliance with, any law, zoning ordinances or building rules or regulations affecting the Property nor has Seller received any notice of nor has Seller any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind involving the Property.

(e) Seller has received no notice and has no knowledge that:

(1) Any chemical, hazardous or toxic wastes, substances or materials or similar materials ("Hazardous Substances") have been generated, released, stored, disposed of or deposited on, into, upon or below the surface of the Property or into any water systems on or below the surface of the Property; or that any environmental law, regulation or court order may have been violated, or that any environmental remediation requirement, or litigation or administrative proceedings of any type pertaining to the property is pending or threatened.

(2) Any gasoline, oil or other underground or above ground tanks are now or have been located upon the Property.

(f) Seller has received no notice and has no knowledge that the Property is classified as a "wetland" under applicable federal or state law or that the Property is located in a federal or state flood plain or floodway.

(g) Seller has received no notice and has no knowledge that the Property has ever been used as or is located on or over any former cemetery, burial site or archeological site, or is

the habitat of any endangered or protected species under applicable federal or state law, or was involved in or purchased by anyone with proceeds of any illegal activity that could subject it to risk of seizure.

(h) These covenants, representations, and warranties are true as of the Effective Date and at all times thereafter through the Closing Date, and Seller will restate and reaffirm the truth, accuracy and completeness of the warranties, covenants and representations on or immediately prior to the Closing.

8.2 Survival of Covenants, Representations, and Warranties. The covenants, representations, and warranties of Seller shall not be merged in the Closing or the delivery of the Warranty Deed, the Warranty Bill of Sale, or other documents of conveyance, but shall survive and continue until fulfilled and performed in every respect.

ARTICLE IX

DEFAULT

9.1 Default by Purchaser. In the event of a default by Purchaser, Seller may rescind this Agreement and be entitled to receive the Deposit as its sole remedy for such default. The parties have agreed that the Deposit represents a reasonable estimate of Seller's damages should Purchaser default.

9.2 Default by Seller. In the event of a default by Seller, Purchaser may, at its option, rescind this Agreement and receive the return of its Deposit or pursue specific performance.

ARTICLE X

MISCELLANEOUS

10.1 Assignment. Purchaser shall have the right to assign or transfer this Agreement and its rights under this Agreement to any other entity. Upon such assignment or transfer, Purchaser shall notify Seller and thereafter remain liable for and guarantee the obligations of its Successor.

10.2 Survival of Restrictions and Covenants. The restrictions and covenants set forth in subparagraphs a through d inclusive shall survive the closing and be made part of the Warranty Deed.

10.3 Notice. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service to the parties at the addresses set forth in the introductory paragraph to this Agreement, or any other address provided by the parties pursuant to the requirements of this paragraph.

10.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

10.5 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

10.6 Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

10.7 Successors and Assigns. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

10.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Due to the distant locations and/or differing schedules of the Seller and Purchaser, it is further agreed that this Agreement may be signed via facsimile and that a facsimile signature hereon shall be valid and legally binding for all purposes.

10.9 Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties.

10.10 Headings. The headings used herein are for convenience only and do not define, limit or construe the contents of this Agreement.

10.11 Governing Law. This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Michigan.

10.12 Broker. Neither party has employed a real estate agent or broker to assist in this transaction.

IN WITNESS WHEREOF, this Agreement is executed, effective as of the Effective Date.

The City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

James R. Freed, City Manager

Pauline M. Repp, Mayor

APPROVED AS TO FORM:

ATTESTED TO:

Gary A. Fletcher, City Attorney

Cyndee M. Jonseck, City Clerk

WITNESS

ST. CLAIR COUNTY COMMUNITY COLLEGE

By: _____
Deborah A. Snyder, President

Dated: _____