

## ACCESS AND STABILIZATION AGREEMENT

This Access and Stabilization Agreement (the "Access Agreement") dated May \_\_\_\_\_, 2023, is by and between the Marquette County Land Bank Authority, a Michigan public body corporate, whose address is 234 W Baraga Ave, Marquette, MI 49855 (the "Land Bank"), the City of Negaunee whose address is 319 West Case Street, Negaunee, MI 49866 (the "Buyer"), and the Peninsula Arts Appreciation Council, whose address is 230 Iron Street Negaunee, MI 49866 ("Seller").

### RECITALS

1. **Whereas**, the Seller owns the real property commonly referred to as the Vista Theater, and Annex Building located at map attached hereto as Exhibit A (the "Subject Property").

2. **Whereas**, the Subject Property has the following legal description:

- a. (Vista Theater, 230 Iron St.) W 16 1/2' OF LOT 6 & ALL OF LOT 7 OF IRON PLAT.
- b. (Annex Building, 300 Iron Street) LOT 8 OF IRON PLAT.

3. **Whereas**, the Subject Property is in violation of the City of Negaunee's Property Maintenance Code, Neg. City Ordinance, Sec. 153.07 et seq., has been deemed a nuisance pursuant to Neg. City Ordinance, Sec. 95 et seq., and contains blighted structures in need of stabilization and remediation.

4. **Whereas**, the Buyer is a Michigan municipality who has found and concluded that it is in the best interest of the health, safety, and welfare of the residents, business owners, visitors of Negaunee to purchase the historical Vista Theater, located in the Downtown district, and to further work with the Land Bank and Seller on remediating the blighted property.

5. **Whereas**, the Land Bank and the Buyer are seeking funds from the Michigan State Land Bank Authority's (the "SLBA") Blight Elimination Program to complete blight elimination and stabilization and/or demolition activities in Marquette County. See RFP 2023-005 Grant Proposal attached hereto as Exhibit B.

6. **Whereas**, if the Landbank and the Buyer are awarded funding from the SLBA to conduct the proposed blight elimination and stabilization and/or demolition activities, Buyer shall purchase the Subject Property and pursue blight reduction activities thereon pursuant to a Contingent Purchase Agreement, attached hereto as Exhibit C.

7. **Whereas**, the parties hereto agree that this Access Agreement gives the Land Bank and the Buyer the necessary access and "Site Control" to undertake any proposed eligible activity(ies), and otherwise affirms the Subject Property is under control of a local

unit of government as both are defined and provided for in the above referenced Blight Elimination Program.

Accordingly, in consideration of the mutual promises stated in this Access Agreement, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are expressly incorporated as part of this Agreement, and the parties hereto confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

2. **Access to Subject Property.** The Land Bank and the Buyer and their agents and authorized representatives shall have the right to enter upon the Subject Property for any purpose related to the Land Bank's response to RFP 2023-005 and to complete any Stabilization Activities as contemplated by this Agreement. The Land Bank's and the Buyer's right to access the Subject Property shall commence upon the effective date of this Access Agreement.

3. **Stabilization Activities.** If the Land Bank is awarded funding pursuant to RFP 2023-005, the Land Bank and the Buyer shall complete Stabilization Activities on the Subject Property, provided any additional funds needed to be raised to complete the project are raised (see paragraph 4 below). Stabilization Activities shall mean shoring up any structural walls or supports as needed, repairing and/or replacing any roofing system to prevent infiltration of natural elements and protect the interior. All Stabilization Activities shall be completed by a licensed and insured contractor in a manner consistent with all applicable building, zoning, permitting, and environmental requirements including compliance with the parties' insurance and indemnity requirements. Stabilization Activities shall be considered complete upon the provisions of written certification of same to Buyer and Seller by the Land Bank.

4. **Obligations Contingent Upon Funding.** The Land Bank's and the Buyer's obligation to complete Stabilization Activities as outlined in this Access Agreement is contingent upon the Land Bank being awarded funding pursuant to the SLB 's Blight Elimination Program (RFP 2023-005), as well as raising of any additional funding needed to complete the project. If the Land Bank is not awarded funding pursuant to RFP 2023-005, or if additional funds are not raised, the Land Bank and the Buyer shall have no further obligation with respect to this Access Agreement and this Access Agreement shall be null and void.

5. **Right to Terminate.** The Land Bank shall have the right to terminate this Access Agreement prior to the commencement of Stabilization Activities if funding received pursuant to RFP 2023-005 is not sufficient to cover said Stabilization Activities. Termination shall be effective upon written notice to Seller of the Land Bank's exercise of said right to terminate.

6. **Representations and Warranties.** The Parties represent and warrant that they have read, understand, and agree to this Access Agreement and that the terms hereof are contractual and not by way of recital, and that they have signed this

Access Agreement of their own free will; and that in making this Access Agreement they have obtained the advice of legal counsel if so desired.

Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

Seller represents and warrants that they own the Subject Property and have not heretofore sold, conveyed, or assigned to any other person or entity all or any portion of title to the Subject Property.

7. **Waiver.** Waiver of any right of the Parties under this Access Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Access Agreement.

8. **Severability.** Wherever possible each provision of this Access Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Access Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Access Agreement.

9. **Binding Effect.** This Access Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, heirs, personal representatives and assigns.

10. **Governing Law.** This Access Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law. The parties agree that any dispute arising out of this Access Agreement will only be properly venued in Marquette County, Michigan.

11. **Entire Agreement.** This Access Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties.

12. **Counterparts and Electronic Signatures.** This Access Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement. A signed copy of this Access Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Access Agreement for all purposes.

To evidence the Parties' agreement to this Access Agreement, each party has executed and delivered it on the date indicated under that party's signature.

**Marquette County Land Bank Authority**

By: \_\_\_\_\_  
Anne Giroux  
Executive Director

Date: \_\_\_\_\_, 2023

**Buyer  
City of Negaunee**

By: \_\_\_\_\_  
Nate Heffron  
City Manager, City of Negaunee, Michigan

Date: \_\_\_\_\_, 2023

**Seller  
Peninsula Arts Appreciation Council**

By: \_\_\_\_\_  
Rusty Bowers  
President, PAAC

Date: \_\_\_\_\_, 2023

# EXHIBIT A

# City of Negaunee -- Vista Theater & Vista Annex

Vista Theater:  
230 Iron St  
52-53-010-010-00  
W 1/4 1/2 OF LOT 6 & ALL OF LOT 7 OF IRON PLAT

Vista Annex:  
300 Iron St  
52-53-010-011-00  
LOT 8 OF IRON PLAT



**Legend**

- Vista Annex
- Vista Theater

Google Earth

1000 ft



# EXHIBIT B



ATTACHMENT A

RFP RESPONSE COVER SHEET FORM  
(attach as a cover sheet to your submission file)  
BLIGHT ELIMINATION PROGRAM  
RFP 2023-005

General Information:

Land Bank Authority     County     City     Village     Township

Respondent Name: Marquette County Land Bank Authority

Address: 234 W. Saraga Ave. Marquette, MI 49855

County: Marquette    Prosperity Region #: 1

Applying on behalf of (as applicable): \_\_\_\_\_

Telephone #: 906-225-8177    Fax #: 906-225-8155

Contact's Name and Email Address: Anne Giroux [agiroux@mqico.org](mailto:agiroux@mqico.org)

Name and Title of Authorized Signatory: Anne Giroux, Executive Director

Requested Grant Amount: \$ \_\_\_\_\_

SIGMA ID #: CV0048042    SIGMA Address Code: 020

Certifications: Authorized Signatory to initial each of the following, as applicable:

- Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(H).
- Respondent certifies that all obligations are paid to the State of Michigan as of this date.
- Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.
- Respondent certifies that it is in good standing with the requirements of its Intergovernmental Agreement, if applicable.

    Date: 5/19/23  
Signature of Authorized Signatory

\*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.



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Exhibits

- A Deed
- B Photos
- C Historic Information
- D Budget
- E Purchase and access agreements

DRAFT

MARQUETTE COUNTY LAND BANK AUTHORITY  
RESOLUTION AUTHORIZING ENGAGEMENT IN STATE LAND BANK BLIGHT ELIMINATION  
PROGRAM ROUND 2 AND AUTHORIZING SIGNATURE

WHEREAS, the Marquette County Land Bank Authority wishes to participate in the State Land Bank Authority Blight Elimination Program Round 2 to further blight elimination efforts in Marquette County; and

WHEREAS, a Request for Proposals was issued on April 10, 2023 which requires a resolution authorizing engagement in the program as well as authorizing a signatory.

NOW, THEREFORE, BE IT RESOLVED, the Marquette County Land Bank Authority hereby authorizes engagement in the State Land Bank Authority Blight Elimination Program Round 1 and designates its Executive Director, Anne Giroux to sign all documents relating to the Program application and execution.

Dated: May 9, 2023

Moved by Alholm

Second by Berglund

Roll call vote:

Ayes: 4

Nays: 0

Motion adopted/failed adopted

Deborah L. Puller

## DETAILED PROJECT DESCRIPTION FOR STABILIZATION ACTIVITIES

**Full address:** 222 Iron St., City of Negaunee, MI 49866

**Parcel number:** 52-53-010-010-00

**Condition assessment:** The property is in violation of Negaunee City's Property Maintenance Code, Chapter 153. The roof collapsed in August 2020. The structure has temporary supports in place to prevent future deterioration, but interior damage is also significant.

**Ownership Information:** Attached as Exhibit A

**Current Photos:** Attached as Exhibit B

**Eligible Property definition:** The property has been condemned via Negaunee City Ordinance § 153.33.

**Environmental problems:** There are no known environmental issues. Asbestos has been remediated.

**Historical Information:** This building is listed on the National Register of Historic Places (nomination paperwork attached as Exhibit C. Also attached in Exhibit C is an email from the State Historic Preservation Office regarding this property. The proposed roofing material is the same as what existed on the building prior to the roof collapse.

**Map:**



**Post-stabilization plan and timeline:** Once the building is stabilized with a new roof, the City will attempt to attract public and private investment to restore the building. It is anticipated that the restoration will include a theatrical component, preserving the original use of the building as a theatre, with other possible uses as well. The City will have completed its Redevelopment Ready Certification in the summer of 2023 and this site will be one of three that the City chooses to have MEDC market on its behalf. The City has requested a State budget appropriation, but is also exploring other programs through USDA and MEDC in addition to private investment.

Itemized budget: See attached Exhibit D

## NARRATIVE

The project involves replacement of a roof on the historic Vista Theatre, cleanup of debris inside the structure and removal of temporary support structures. The property meets the definition of "Blighted" as it has been condemned per Negaunee City Ordinance § 153.33. The roof collapsed in August 2020 and the building is a public safety hazard in its current state. The City nor the non-profit owner have the resources to replace the roof. Replacement of the roof will be the first step toward restoration of this historic building in Negaunee's downtown.

## SCORING

1. **Development Catalyst and Community Impact Opportunities** – The City of Negaunee's downtown is a relatively small footprint, consisting of 2 main streets, Iron Street and Jackson Street, with the majority of the city's retail businesses operating on either side of Iron Street. The Vista Theatre sits in the middle of Iron Street with operating businesses on either side. It truly is in the heart of the downtown, historic, business district and it serves as an anchor tenant. Its significance to the downtown and the history of the City cannot be overstated.

The City of Negaunee's downtown is in the process of revitalization after being in the state of decline for decades due to the decline of the iron mining industry that once fueled Negaunee's economy. Since the closure of the Empire Mine in 2016, the City has been working on a process of re-identification. Its new identity will be a mix of recreational, commercial, tourism and service-based growth. This new focus has been refined through participation in the Michigan Economic Development Corporation's Redevelopment Ready Communities program, in which the City will be receiving Certified status in the coming months. Partnership with the downtown business community has been enhanced by the reformation of its Downtown Development Authority, creation of a National Historic District, establishment of a Community Revitalization Tax-Abatement program, creation of a Façade grant program to benefit downtown businesses, and the creation of a Social District. Most of the aforementioned efforts occurred during the COVID-19 pandemic, while businesses were shuttered and unable to operate at normal capacity. By staying in contact with local businesses, sharing funding opportunities and focusing on creating tools to help them be successful, the City was able to assist many businesses such that they were able to remain open during the pandemic.

There are several past, current and future economic development initiatives impacting the downtown and the area in the immediate vicinity of the Vista Theater:

### PAST 5 YEARS

- Tino's Bar, 220 Iron St. (adjoining property) and Smarty's Saloon, 212 Iron St. - MEDC/CDBG Façade Grant \$94,735, private investment \$94,735
- Negaunee Senior Center, 410 Jackson St. MEDC/CDBG grant \$490,730, local investment \$52,136
- Argall Realty, 209 Gold St. – MEDC Building Communities grant \$236,021, local investment \$413,000.

- Negaunee Façade Program, local investment using ARPA funds, \$25,000 each: Smarty's Saloon, 212 Iron St., Barr's Bar, 511 Iron St., Love and Bicycles, 340 Iron St., Snapp Building, 304 Iron St., Lowenstein's Antiques, 334 Iron St., Strega Nona, 432 Iron St., Union Station Depot, 212 Gold St., Argall Realty, 209 Gold St.

#### CURRENT

- Negaunee Streetscape project (fornegaunee.com) - reworking of the downtown pedestrian infrastructure, funded by MEDC RAP Grant 1.0, \$835,000 grant, total project cost TBD.
- Water Main replacement project – replacement throughout the business district which will allow numerous structures to upgrade their water laterals for future fire suppression needs as multiple buildings are being revitalized through upgrades to upper residential units. The project includes a local investment of nearly \$176,000, an MDARD grant of \$100,000 and private investment of over \$60,000.
- Downtown playground - new playground installation at Jackson Mine Park utilizing a Michigan DNR grant of \$125,700 with additional funding raised utilizing the MEDC Public Spaces Community Places crowd funding grant platform.

#### FUTURE

- Negaunee Campground will be built on the Route-8 Snowmobile/ORV and Iron Ore Heritage Trails that converge to downtown Negaunee. A DNR SPARK grant will be sought to facilitate this project.
  - Negaunee Snowmobile/ORV trail head will be built that helps to provide increased access to the west end of Marquette County and provide safe and reliable services to trail users near downtown. An MDNR grant will be sought to facilitate this project.
  - Rock Climbing Park, an MDNR grant will be sought to facilitate this project.
  - Ice Climbing Park, an MDNR grant will be sought to facilitate this project.
2. **Local Support** – The Peninsula Area Arts Council (PAAC) has been raising funds to replace the failing roof for many years. Over that time, it has raised over \$134,000 which has instead been spent on bracing and enclosures, debris and asbestos removal associated with the roof collapse. The ability to raise these funds is a testament to the incredible community support for restoration of this building. PAAC and the City of Negaunee had partnered to generate a revitalization plan for the structure as well as a business plan for PAAC to utilize to operate the structure in a manner that would allow the Vista to exist as a theater for the foreseeable future. Unfortunately, this plan was stalled when the roof collapsed in August 2020, during the pandemic. The circumstances have put the group even further away from its goal. Support letters from various organizations and groups are attached as Exhibit E.
  3. **Public Safety** - The property has been condemned, in accordance with the City of Negaunee's Property Maintenance Code since the roof collapse in August 2020. The property has been secured to ensure that no trespassing can occur, via both external and internal mechanisms. The property at this time is being supported by a temporary internal stabilization measure. The structure is located in the heart of Downtown Negaunee and presents a serious risk to both adjoining properties as well as the public in general. The Vista is .1 mile, (just over one block) from the Negaunee Middle School, 125 yards (less

than one block) from the Negaunee City Hall/Public Library, and .2 miles (2 blocks) from the Negaunee Senior Center and Jackson Mine Park. Further collapse of this structure would be catastrophic to the downtown and more specifically to the adjoining properties which house existing established businesses.

4. **Additional Investment** – Prior to the roof collapse, PAAC had successfully raised over \$134,000 to put toward roof replacement. While PAAC is unable to commit matching funds to the roof replacement, the commitment of the City in acquiring the building and pursuing rehabilitation funding is a significant investment which will include ongoing maintenance and other costs associated with owning the building. Additionally, the city has committed \$XX in funding to achieve this project for future development. While two letters of commitment to provide in-kind services have been received by the city to facilitate the repairs to the roof, valued at \$XX. The Land Bank Authority has committed to providing administrative support for the project, representing 8% of the total project cost, and that commitment is reflected on the attached Budget in Exhibit D.

**BUDGET** – See attached detailed budget, Exhibit D.

**SITE CONTROL** – The building is currently owned by PAAC. If blight funds are awarded, the property will be transferred to the City of Negaunee who will proceed with the redevelopment of the building. A Purchase agreement as well as access agreements with both parties are attached as Exhibit E.

#### **ADMINISTRATION OF PROJECT FUNDS AND PROJECT MANAGEMENT**

The Marquette County Land Bank Authority, established in May 2009 has managed over 100 demolitions since inception. The Authority which is governed by a 5-member board and managed by Executive Director, Anne Giroux, has successfully managed multiple demolition contracts and has been the successful recipient of the following demolition grants:

- 2012 Blight Elimination Grant through MSHDA/State Land Bank \$480,975 (98 living units in 15 buildings completed in 12 months)
- 2015 Blight Elimination Grant through MSHDA/State Land Bank \$223,250 (11 buildings completed in 11 months)
- 2014 MSHDA Residential Blight Elimination grant in which Marquette County acted as the lead applicant/administrator on behalf of a 5 county consortium \$141,950 (5 counties, 10 buildings, completed in 9 months)
- 2015 MSHDA Residential Blight Elimination grant in which Marquette County acted as the lead applicant/administrator on behalf of a 2 county consortium. \$63,369 (2 counties, 4 buildings will be complete in 14 months)
- 2016 MSHDA Hardest Hit Blight Elimination Program in which City of Ishpeming was applicant and MCLBA served as Blight Partner managing every aspect of the grant. \$250,000 (13 structures were completed in 18 months)
- 2017 MSHDA Blight Elimination Program in which 12 structures were demolished in the Cities of Ishpeming and Negaunee, totaling \$228,210 with \$138,000 from MSHDA.
- 2018 MSHDA Hardest Hit Blight Elimination Program in which City of Ishpeming was applicant and MCLBA served as Blight Partner managing every aspect of the grant. \$220,882 (11 structures were completed in 18 months)



Know all Men by these Presents, That I, CARL B. TUPALA, Trust Officer of the First National Bank of Negaunee, Michigan, Iron Street, Negaunee, Michigan,

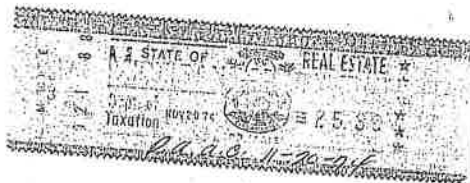
pursuant to an order of the Judge of Probate for the County of Marquette and State of Michigan, made at a session of said Probate Court, held at the Probate Office in the City of Marquette, in said County and State, on the third day of April A. D. 1974, authorizing, empowering and licensing me, the said CARL B. TUPALA, Trust Officer of the First National Bank of Negaunee, to sell and dispose of in conformity to the Statute in such case made and provided, so much of the real estate, whereof the said William J. Rytkonen died seized, for the purpose as in said order mentioned, did sell and dispose of, at private sale, all of the estate, right, title and interest of said William J. Rytkonen in and to a certain real estate and premises, in said order set forth, and hereinafter described, to PENINSULA ARTS APPRECIATION COUNCIL, a Michigan non-profit corporation of Ishpeming, Michigan which said sale was, by an order made by the said Judge of Probate, on the day of May A. D. 1974, duly approved and confirmed, and I, the said Carl B. Tupala, Trust Officer of the First National Bank of Negaunee, was directed and empowered to execute and deliver a proper conveyance of said real estate so sold and disposed of at private sale to Peninsula Arts Appreciation Council, a Michigan non-profit corporation the purchaser thereof, agreeable to the Statute in such case made and provided.

Now, Therefore, Know Ye, That The First National Bank of Negaunee, Michigan, by virtue and in pursuance of the said several orders and decrees above referred to, and in consideration of the sum of Twenty-Three Thousand (\$23,000.00) Dollars, paid to me the said First National Bank of Negaunee, Michigan, by Carl B. Tupala, by the said Trust Officer, Peninsula Arts Appreciation Council the receipt whereof is hereby acknowledged, I have sold and disposed of, and do hereby grant, sell and convey unto the said Peninsula Arts Appreciation Council, a Michigan non-profit corporation of Ishpeming, Michigan

its successors heirs and assigns, FOREVER, all the estate, right, title and interest of the said William J. Rytkonen

in and to the following described lands, to-wit:

The West 16 1/2 feet of Lot Number 6 and Lot Number 7 of Iron Plat of the City of Negaunee, County of Marquette, State of Michigan.





Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

In Witness Whereof, I have hereunto set hand and seal the 7th day of May A. D. 19 74, FIRST NATIONAL BANK OF NEGAUNEE, MICHIGAN,

In Presence of

Nancy J. Mager  
Nancy J. Mager

Betty L. Northey  
Betty L. Northey

BY: Carl B. Tupala  
CARL B. TUPALA, Trust Officer (L. S.)

(L. S.)

(L. S.)

STATE OF MICHIGAN, }  
COUNTY OF MARQUETTE } ss.

On May 7th, 1974, before me, a Notary Public, in and for said County, appeared Carl B. Tupala, Trust Officer to me personally known, who, being by me duly sworn, did say that he is the Trust Officer of the First National Bank of Negaunee, Michigan, Executor of the Estate of William J. Ryttonen and that as such he executed the foregoing deed by virtue and in pursuance of the orders and decrees of the Probate Court for the County of Marquette, acknowledged that he executed the same for the intents and purposes therein mentioned.

STEPHEN F. ADAMINI  
Notary Public,  
Marquette  
County, Michigan.  
My commission expires September 22, 1976

2. Prepared by: Stephen F. Adamini  
KENDRICKS, BORDEAU, CASSELMAN &  
ADAMINI, P.C., Savings Bank Bldg.  
Marquette, Michigan 49855

\* PRINT, TYPEWRITE OR STAMP

Names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

NOTES: 1. See Act No. 129, of the Public Acts of 1941, requiring the address of such of the Grantees in each Deed of Conveyance or Assignment of Real Estate, including the Street Number, where such Numbers are in common use, or, if not, the Post-office address shall be legibly printed, typewritten, or stamped in each instrument.

2. Name and business address of person who drafted this instrument.

302575-(Rev. 1969)

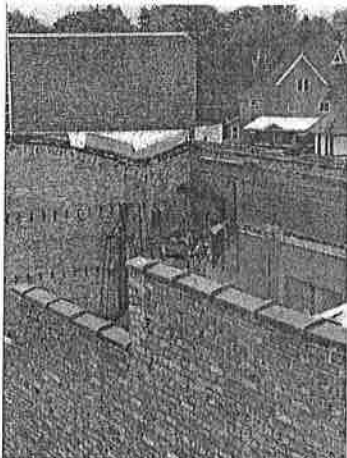
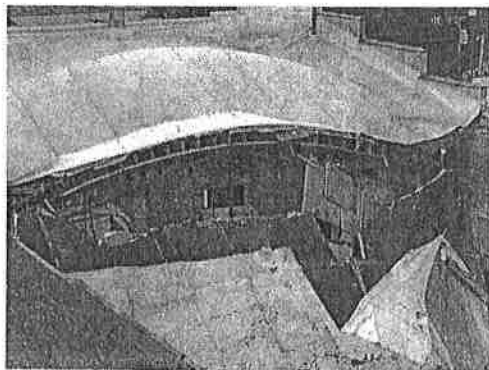
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PRIVATE SALE

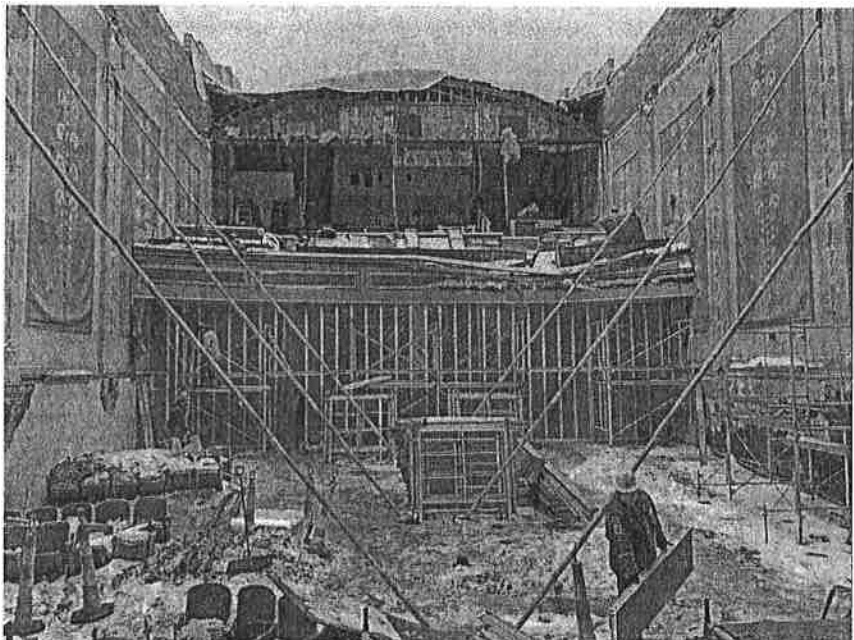
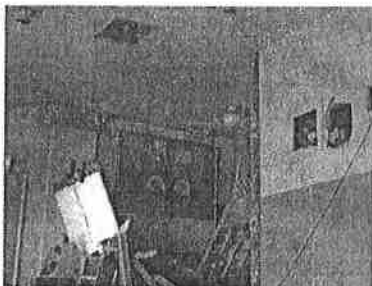
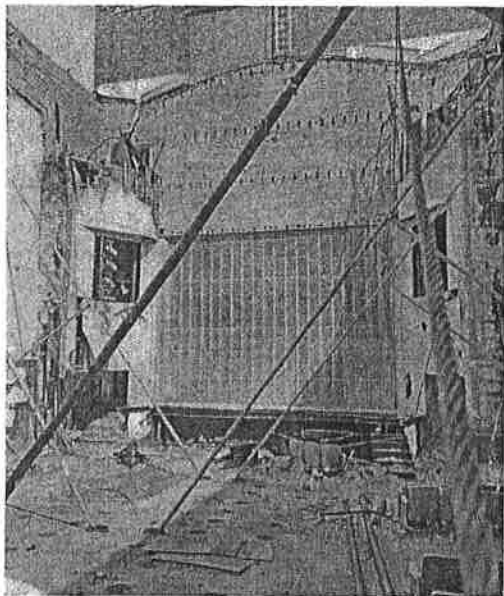
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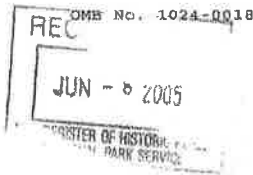
REGISTER'S OFFICE

COUNTY OF Marquette } ss.  
This instrument was presented and received for record this 11th day of May, 1974, at 11:45 o'clock, A. M., and recorded in Liber 307 on page 281-282, as a proper certificate was furnished in compliance with Section 4331, Compiled Laws of 1929, as amended by Act 261, P. A., of 1951.

Paul M. [Signature]  
Registrar of Deeds  
DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN







United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in How to Complete the National Register of Historic Places Registration Form (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Vista Theater

other names/site number N/A

2. Location

street & number 218 Iron Street not for publication N/A  
city or town Negaunee vicinity N/A  
state Michigan code MI county Marquette code 047103  
zip code 49866

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this X nomination     request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property X meets     does not meet the National Register Criteria. I recommend that this property be considered significant     nationally     statewide X locally. (     See continuation sheet for additional comments.)

Brian D. [Signature] 5/31/05  
Signature of certifying official Date

Michigan SHPO  
State or Federal agency and bureau

Property: Vista Theater, Marquette Co., MI

In my opinion, the property        meets        does not meet the National Register criteria.        See continuation sheet for additional comments.)

Signature of commenting or other official \_\_\_\_\_ Date \_\_\_\_\_

State or Federal agency and bureau \_\_\_\_\_

4. National Park Service Certification

I, hereby certify that this property is

- entered in the National Register Edward H. Beall 7/22/05
- See continuation sheet.
- determined eligible for the National Register \_\_\_\_\_
- See continuation sheet.
- determined not eligible for the National Register \_\_\_\_\_
- removed from the National Register \_\_\_\_\_

       other (explain): \_\_\_\_\_

for  
Signature of Keeper \_\_\_\_\_ Date \_\_\_\_\_  
of Action

5. Classification

Ownership of Property (Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property (Check only one box)

- building(s)
- district
- site
- structure
- object

Number of Resources within Property

Contributing	Noncontributing	
<u>  1  </u>	<u>      </u>	buildings
<u>      </u>	<u>      </u>	sites
<u>      </u>	<u>      </u>	structures
<u>      </u>	<u>      </u>	objects
<u>  1  </u>	<u>  0  </u>	Total

Property: Vista Theater, Marquette Co., MI

Number of contributing resources previously listed in the National Register 0

Name of related multiple property listing (Enter "N/A" if property is not part of a multiple property listing.)  
N/A

6. Function or Use

Historic Functions (Enter categories from instructions)

Cat: Recreation and Culture Sub: Theater  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current Functions (Enter categories from instructions)

Cat: Recreation and Culture Sub: Theater  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Description

Architectural Classification (Enter categories from instructions)

Commercial Style  
\_\_\_\_\_  
\_\_\_\_\_

Materials (Enter categories from instructions)

foundation Concrete  
roof Rubber  
walls Brick  
other N/A

Narrative Description (Describe the historic and current condition of the property on one or more continuation sheets.)

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section 7

Vista Theater

Page 1

Negaunee

Marquette Co., MI

Description

The Vista is a three-story high 50 x 150-foot Commercial Brick theater designed for both vaudeville and motion pictures. It stands mid-block along the north side of Iron Street, the main street in Negaunee's small-scale central business district. The theater's exterior walls are of yellow-buff brick over hollow tile, and the façade displays cast concrete trim plus a narrow metal cornice of classical design across the upper façade below a high parapet. In the façade a slightly projecting bay at either end - each containing a large rectangular panel of basketweave brickwork framed by a single row of brick on end - flanks the central area with its broad banks of square-head second-story and broadly arched third-story windows, the arch of the cornice in the central part of the façade above the windows matching that of the window tops. The façade's first story was modernized in the 1940s with banded salmon and maroon enameled metal paneling and a broadly V-shaped projecting marquee displaying the theater's name in large letters above. The flat-ceilinged auditorium with its deep rear balcony and simply detailed classical architectural features such as pilasters and cornices, along with Art Deco painted wall and ceiling detailing and tapestries hung on the side walls between the pilasters, remains little altered. The theater contains a stage, with fly loft and wings, and six dressing rooms below it.



Property: Vista Theater, Marquette Co., MI

8. Statement of Significance

Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield information important in prehistory or history.

Criteria Considerations (Mark "X" in all the boxes that apply.)

- A owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or a grave.
- D a cemetery.
- E a reconstructed building, object, or structure.
- F a commemorative property.
- G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance (Enter categories from instructions)

- Architecture
- Entertainment/Recreation
- 
- 
- 
- 

Period of Significance 1925-55

- 
-

Property: Vista Theater, Marquette Co., MI

Significant Dates 1926  
1938

Significant Person (Complete if Criterion B is marked above)  
N/A

Cultural Affiliation N/A

Architect/Builder David E. Anderson

Narrative Statement of Significance (Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS) None  
 preliminary determination of individual listing (36 CFR 67) has been requested.  
 previously listed in the National Register  
 previously determined eligible by the National Register  
 designated a National Historic Landmark  
 recorded by Historic American Buildings Survey # \_\_\_\_\_  
 recorded by Historic American Engineering Record # \_\_\_\_\_

Primary Location of Additional Data  
 State Historic Preservation Office  
 Other State agency  
 Federal agency  
 Local government  
 University  
 Other

Name of repository: \_\_\_\_\_

10. Geographical Data

Acreage of Property Less than one

UTM References (Place additional UTM references on a continuation sheet)

	Zone	Easting	Northing	Zone	Easting	Northing
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2	_____	_____	_____	4	_____	_____

See continuation sheet.

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section	8	Vista Theater
Page	2	Negaunee Marquette Co., MI

Significance

The 1925-26 Vista Theater is the last early twentieth-century theater in the Negaunee area remaining in operation and the last that retains its historic theater interior intact. The Vista was built for Negaunee businessman Jafet J. Rytkonen, who owned or had an interest in five theaters and a drive-in movie theater in Negaunee and the neighboring community of Ishpeming at various times in the period between 1911 and the early 1950s. David E. Anderson of Iron River, a western Upper Peninsula architect whose work is not as yet well known, designed the theater, and the building was constructed primarily by the Pfeiffer Construction Company of Duluth and John Kielinen of Ishpeming, with the interior decorating completed by Trembath Brothers of Ishpeming. The Vista name resulted from a contest: Miss Mae Duchane of Negaunee won a \$25 gold coin for her winning entry. The Vista's opening on the evening of September 20, 1926, featured music from the Vista Orchestra and the Barton organ, an address by Mayor Thomas Collins, and a showing of "Sparrows," featuring Mary Pickford.

Negaunee's history is inextricably tied to the iron industry. The discovery of iron ore deposits in 1844-45 at the site of the Jackson Mine, located just west of present-day Negaunee, was the beginning of the iron industry in the entire upper Great Lakes region, and the mine became Michigan's and the region's first commercial iron producer. Construction of a railroad line from the Jackson Mine to Marquette and of the Pioneer Forge at the site of Negaunee in 1857 marked the real founding of Negaunee. A post office was established in 1858 and the first village plats filed and village government organized in 1865. Negaunee, Chippewa for "pioneer," became a city in 1873. The Jackson and, later, the Mather and other producers including the Negaunee, Athens, Maas, and Tracy mines made Negaunee an important iron-mining center until well into the twentieth century.

The Vista's founder, Jafet J. Rytkonen (1879-1962), was born in Finland and came to Negaunee to work in the iron mines in 1902. Quickly abandoning mining, he joined with John Lammi in a grocery and soda pop business before partnering in 1911 with August Allen to build and operate the Star Theater, located at the corner of Iron and Division a short distance from the future Vista site. Allen & Rytkonen also operated the Liberty Theater in the years before the Vista was built. Rytkonen by himself later owned and operated two Ishpeming theaters plus the Vista under the firm name of Jeffrey Theatres, Inc. Before his retirement from the theater business in the early 1950s, "he was active in organization of the firm which operated the Airport Drive-In Theater in Negaunee Township" (J. J. Rytkonen obit., DMJ, 11/18/1962).

The March 18, 1925, *The Daily Mining Journal* carried the first announcement of Rytkonen's purchase of the downtown lot on which the Vista was soon to be built and of his plans for building a new theater to replace the Star. Rytkonen visited a new theater under construction in Iron Mountain to get ideas on modern features to incorporate into his building and soon retained the Iron River architect David E. Anderson, well

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section 8

Vista Theater

Negaunee

Marquette Co., MI

Page 3

known in the western Upper Peninsula, to prepare plans (DMJ, 3/18 and 3/20/1925). Anderson (1885-1947), a native of Sweden who came to the Iron River area with his family as a child, received professional training at the Chicago Architectural School and practiced in Iron River, opening a branch office in Marquette in 1928. The list of his commissions includes the Stambaugh City Hall, Caspian City Hall, Iron River Township Hall, Iron County Fair Exhibition Hall, Gaastra School, Lincoln School in Iron River, Caspian Bank, Stambaugh Commercial Bank, Lutheran Church in Iron River, and Sam Cohodas Lodge on Lake Michigamme west of Ishpeming (Harms). Like most of these buildings, the Vista is a solid and straightforward design but without a lot of extra detailing. The façade with its basketweave brickwork panels – a good example of early twentieth-century "Commercial Brick" architecture in which the brick itself rather than references to historical styling provides the "style" – is a particularly appealing example of Anderson's work that forms an architectural centerpiece in Negaunee's architecturally diverse main street. The theater is a well preserved example of the small-city movie houses of the 1920s and the only early twentieth-century movie theater in Marquette County that retains its historic theater auditorium intact.

Construction on the Vista Theater began in the spring of 1925 and was completed in September 1926. *The Daily Mining Journal* on the theater's opening day, September 20, 1926, pronounced the view that the new theater was the embodiment of modern theater planning: "Among the features which make the new Vista one of the finest theaters in upper Michigan are the heating and ventilating system with automatic humidity control; new upholstered seats with ample room between rows and extremely wide aisles; mezzanine floor with commodious rest and smoking rooms; modern operating booth with safety devices affording absolute protection to patrons in case of fire or accidents." The theater was the only one in Negaunee that showed first-run movies.

Families of Finnish extraction have made up a substantial part of the Negaunee area's population for most of the community's history, and an important episode in the Vista's history was the presentation of "Kuini Ja Varjo" ("As Dream and Shadow"), billed as the "first all-Finnish movie ever shown in this country," at the theater on April 17, 1938. The film, based on a novel of the same name by Finnish author Dr. Eino Railo, was produced by Finnish Films, Ltd. (DMJ, 4/14/1938).

The Vista operated as a movie theater under Rytkonen family ownership and management until 1972. Closed for a year after the end of the Rytkonen era, it was then purchased in 1973 by its current owner, the Peninsula Arts Appreciation Council, which uses it for live theater, concerts, dances, and other entertainments. The Vista stands today as the last of eight movie theaters (excluding drive-ins) in Negaunee and the last in the Negaunee-Ishpeming area.

Property: Vista Theater, Marquette Co., MI

Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)

Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Robert O. Christensen, National Register Coordinator

organization MI SHPO date Dec. 2004

street & number 702 W. Kalamazoo St. telephone 517/335-2719

city or town Lansing state MI zip code 48909

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

- A USGS map (7.5 or 15 minute series) indicating the property's location.
- A sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Property Owner

(Complete this item at the request of the SHPO or FPO.)

name

street & number telephone

city or town state zip code

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section 9, 10

Vista Theater

Page 4

Negaunee

Marquette Co., MI

**Bibliography**

Boyum, Burton H. *The Saga of Iron Mining in Michigan's Upper Peninsula*. Marquette, MI: John M. Longyear Research Library, 1983 (1977).

Harms, Richard H. Sam Cohodas Lodge, Michigamme Township, Marquette County, National Register nomination. 1990. Biographical information on David E. Anderson, citing obituary notice, *The Daily Mining Journal* (Marquette, MI), 9/26/1947.

LaFayette, Kenneth D. *Flaming Brands: Fifty Years of Iron Making in the Upper Peninsula of Michigan, 1848-1898*. [Marquette, MI], 1990 (1977).

Romig, Walter. *Michigan Place Names*. Detroit: Wayne State University Press, 1986.

Rytkonen, Jafet J., obituary notice. *The Daily Mining Journal* (Marquette, MI), 11/18/1938.

Articles on Vista Theater construction, *The Daily Mining Journal* (Marquette, MI), cited in text notes as DMJ:

3/18, 3/20, 4/9, 5/12, and 9/25/1925 and 3/18, 5/17, 6/26, 7/27, 8/31, 9/15, 9/18, 9/20, and 9/22/1926.

Article on Finnish film showing, *The Daily Mining Journal* (Marquette, MI), 4/14/1938.

**Verbal Boundary Description**

W 16 1/2 ft of Lot 6 and all of Lot 7, Iron Plat, City of Negaunee.

**Boundary Justification**

Includes entire property on which theater stands.

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section      Photos

Page          5

Vista Theater  
Negaunee  
Marquette Co., MI

Photographer: Kelly Tampani

Date: June 16, 2004

Negs: Peninsula Arts Appreciation Council, 218 Iron St., Negaunee

1. Marquee from south
2. Exterior from south
3. Exterior from southeast
4. Name plate detail
5. Detail of façade windows
6. Back from northwest
7. Stage looking north
8. Mezzanine and balcony looking south
9. West wall and balcony
10. Light over box office window
11. Wall light fixture
12. Side wall mural detail
13. Mural and ceiling
14. Cornice line detail
15. Doors to dressing rooms
16. Dressing room
17. Stairs to balcony and rest rooms
18. Front doors from inside
19. Light and ceiling over box office
20. Box office window



UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES  
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY NAME: Vista Theater

MULTIPLE NAME:

STATE & COUNTY: MICHIGAN, Marquette

DATE RECEIVED: 6/08/05      DATE OF PENDING LIST: 7/07/05  
DATE OF 16TH DAY: 7/22/05      DATE OF 45TH DAY: 7/22/05  
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 05000714

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N  
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N  
REQUEST: N SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

ACCEPT     RETURN     REJECT    7/22/05 DATE

ABSTRACT/SUMMARY COMMENTS:

Entered in the  
National Register

RECOM./CRITERIA \_\_\_\_\_

REVIEWER \_\_\_\_\_ DISCIPLINE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.



negatives Muscatte Court, Michigan



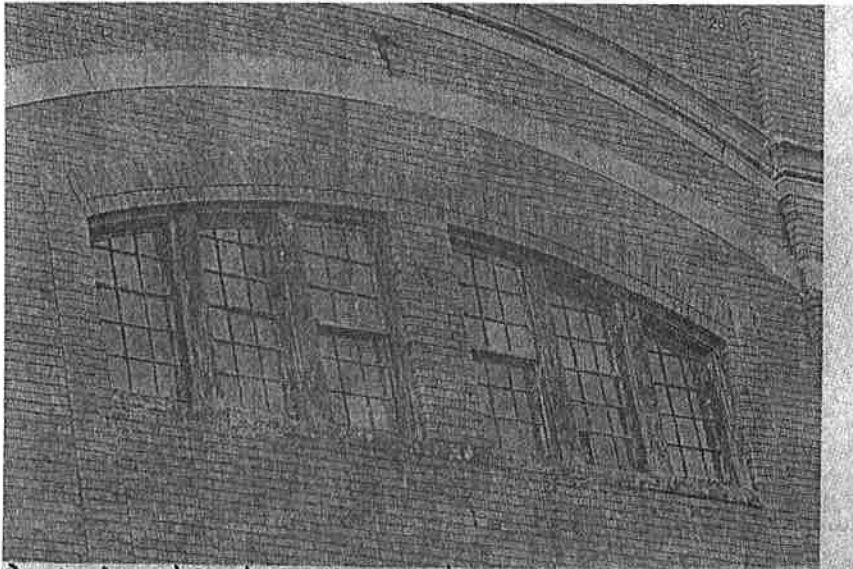
St. Theater No. 1000, MANUETTE COURT, Michigan 7



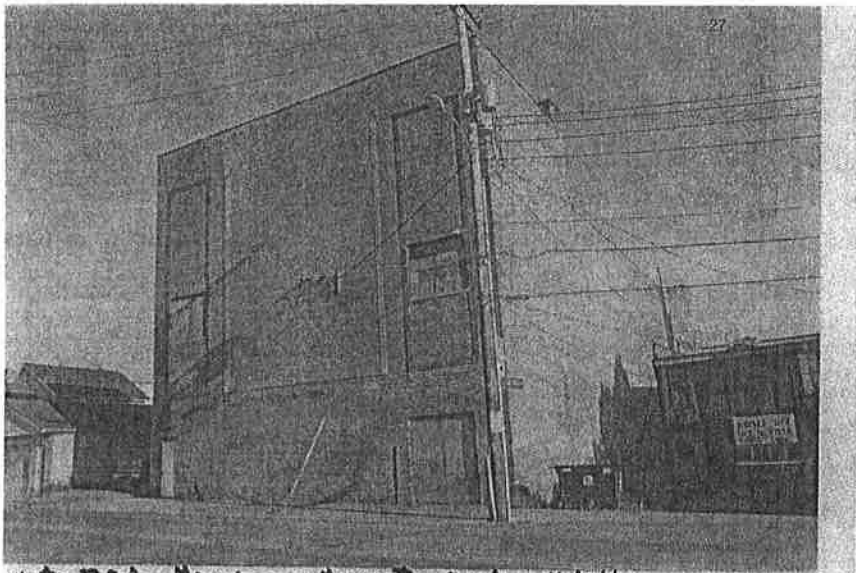
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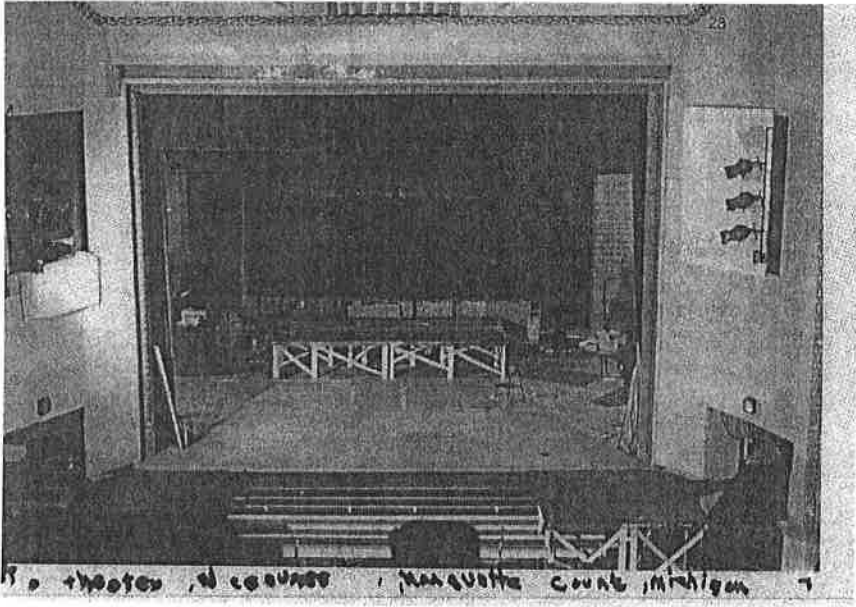
No. 1002. N. 2nd St. Manchester, N.H. 3



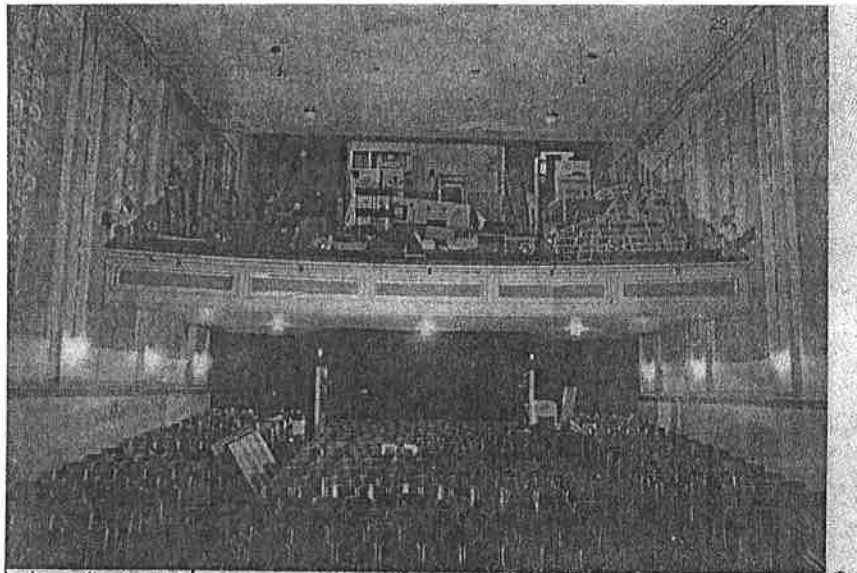
Negaunee, Michigan, Marquette County, Michigan

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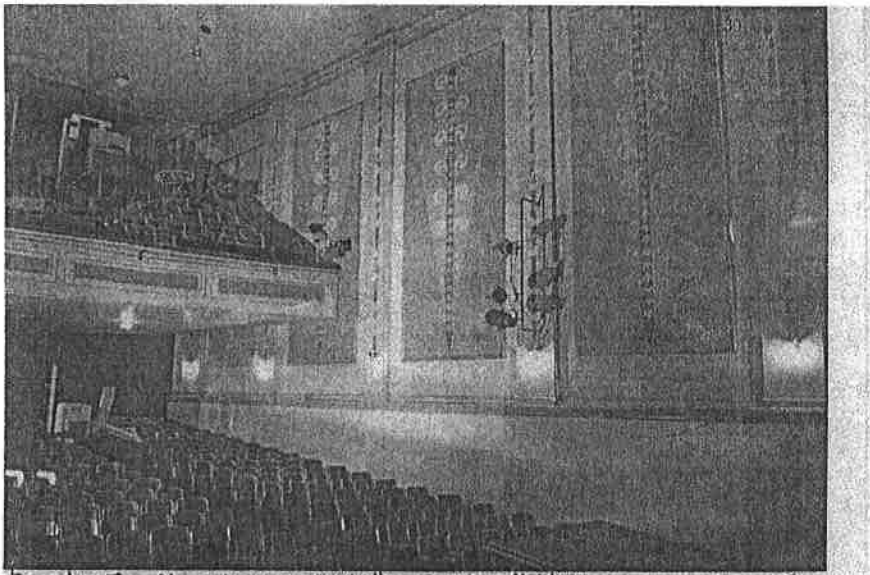


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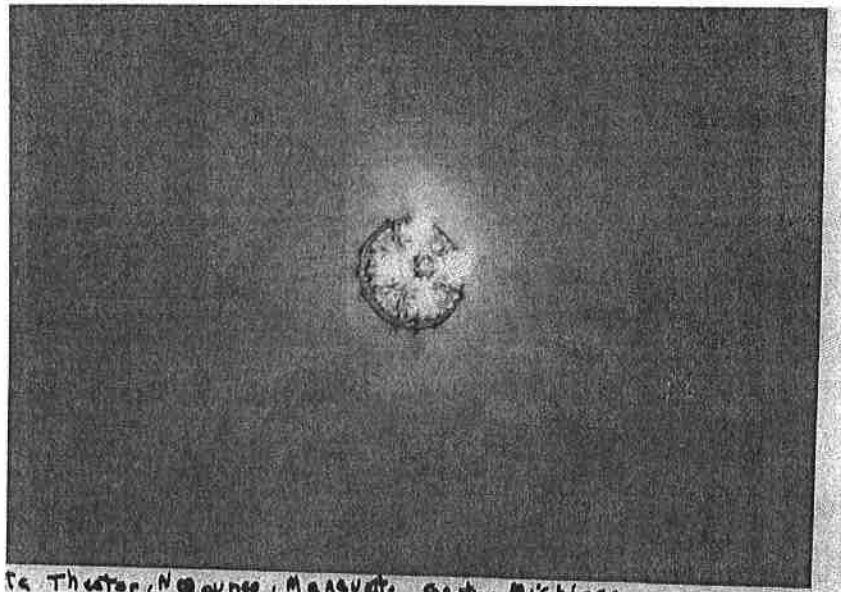
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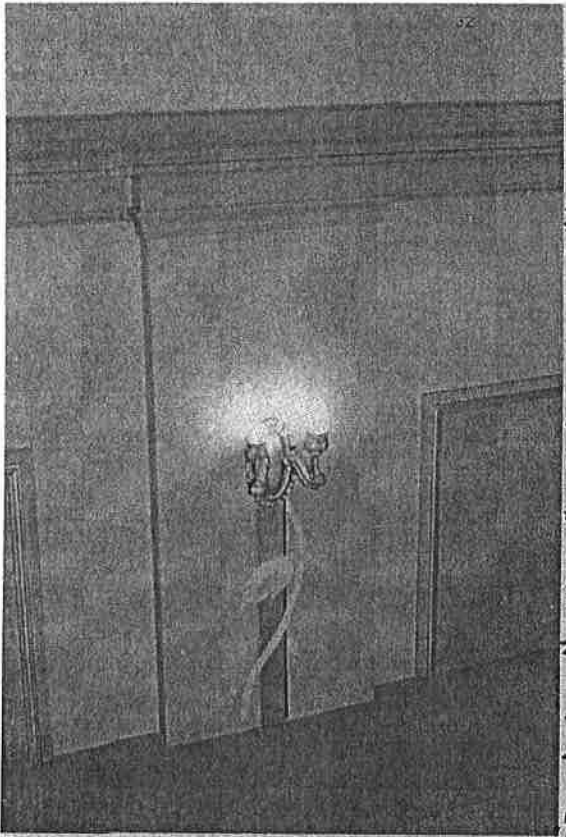
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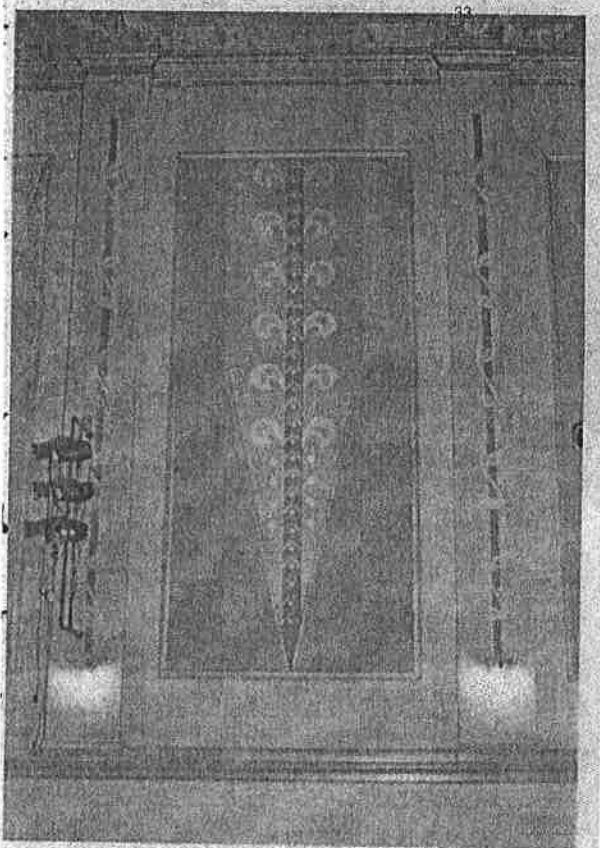


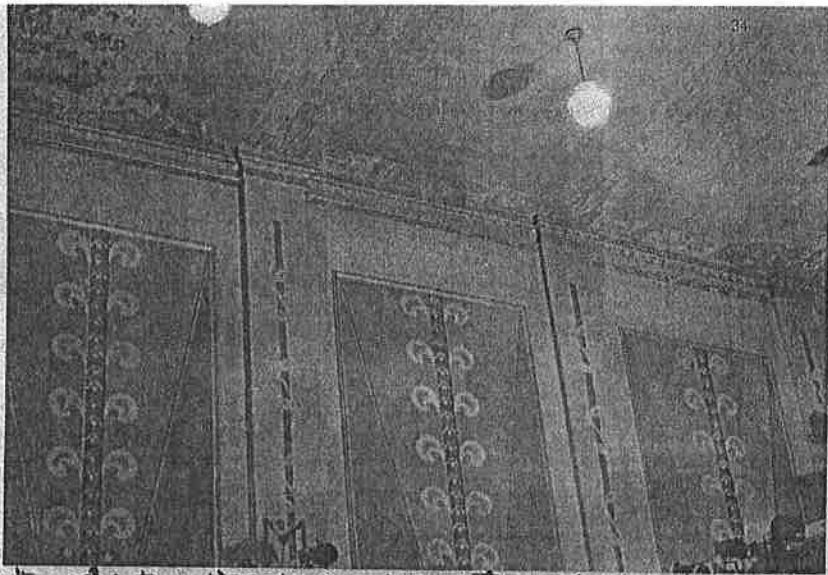
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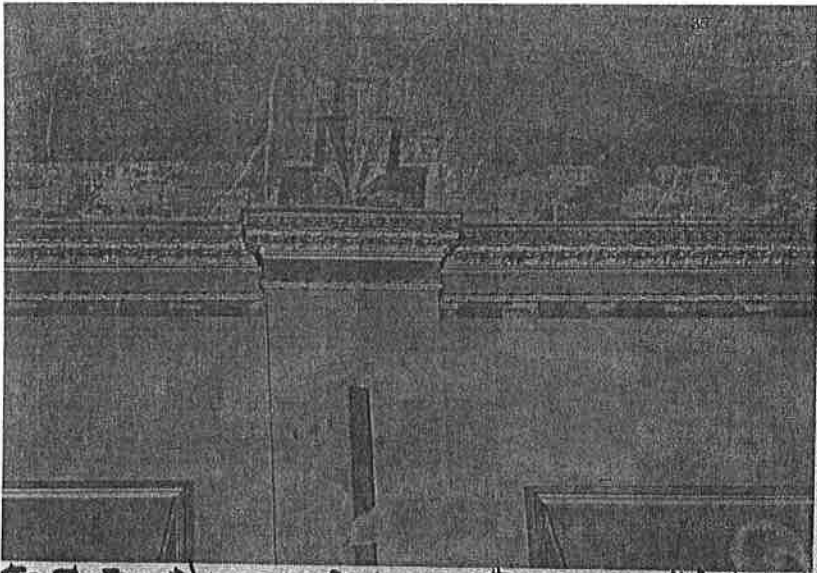


Vista Theater, Neshanic, Manistique County, Michigan



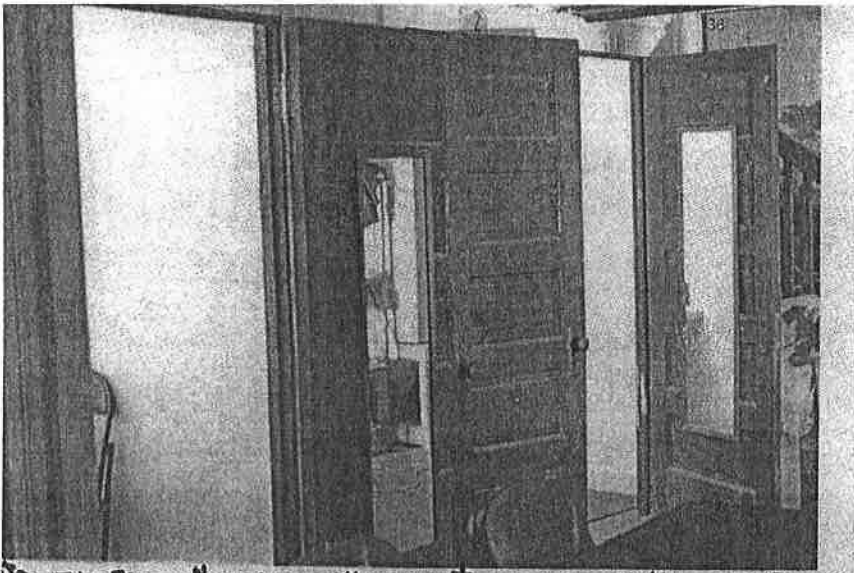


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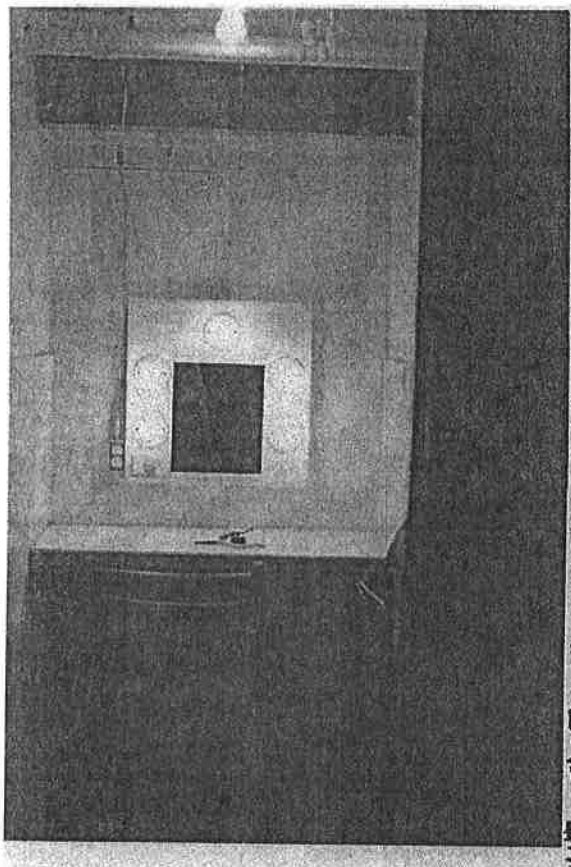


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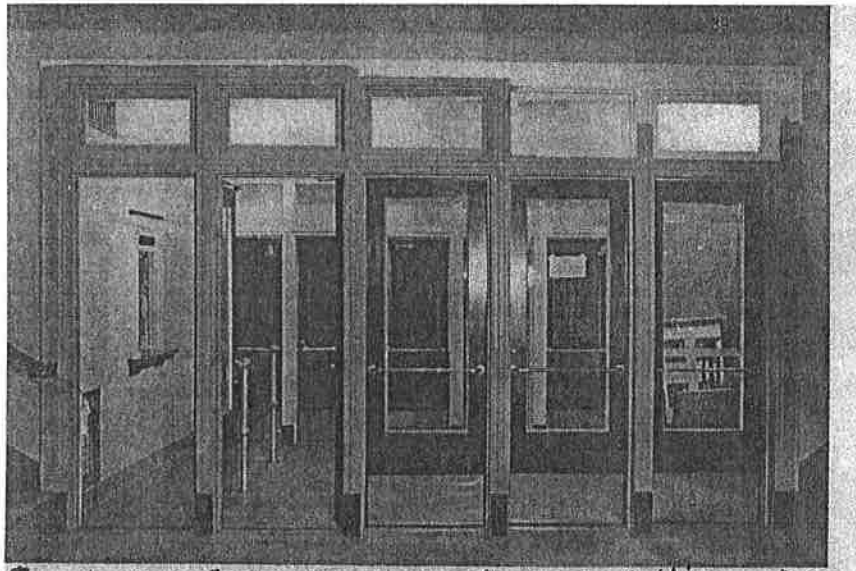


38  
Theater, Howard, Hamlet's court, Michigan 15

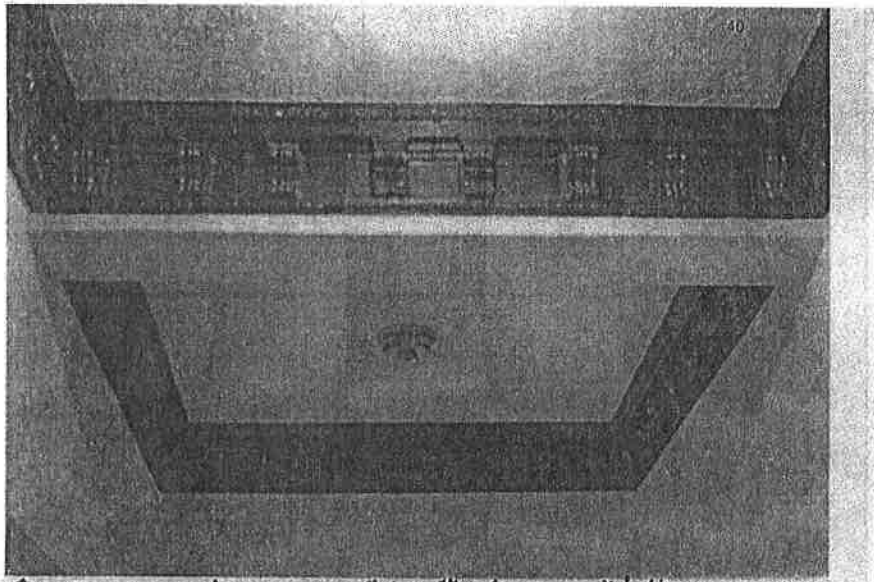


View of the theater, Bogueville, near the south, Michigan, 1968

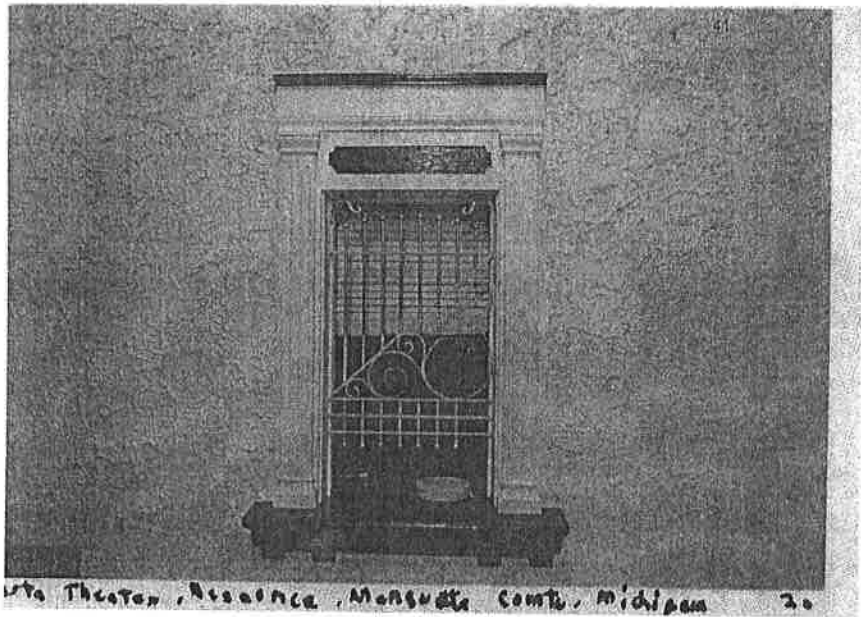




the theater, Saginaw, near Burt's Coast, Michigan 18



WPA Theater, Acworth, Marietta Ga., Michigan 19



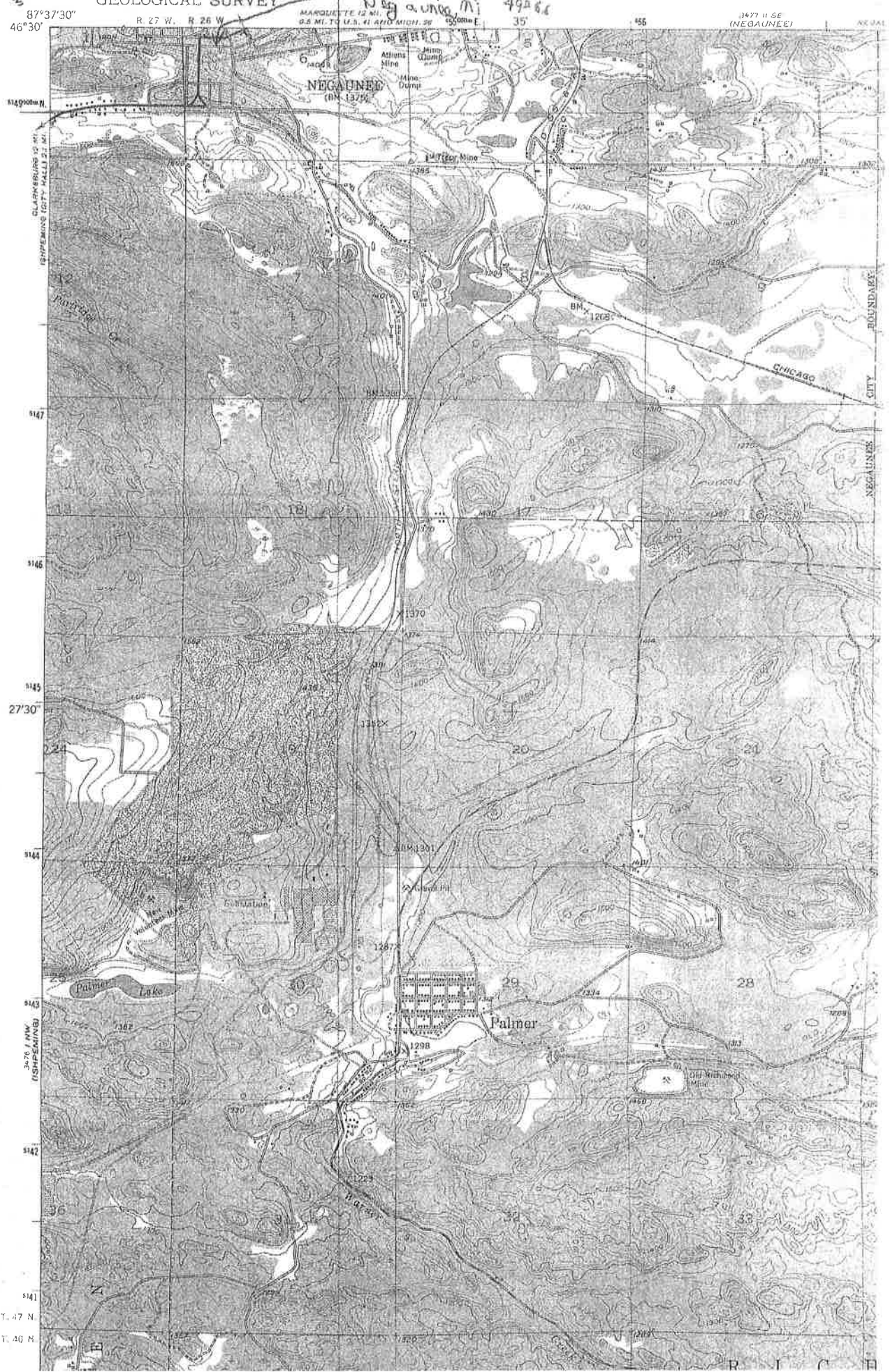
La Theater, Residencia, Mangualta, Comte, Michipam 20

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

STATE OF MICHIGAN

Vista Theatre  
318 Iron St.  
Negaunee, Mich 49866

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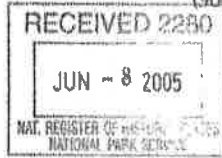


Survey the Past... explore the future

Mr. Brian D. Conway  
State Historic Preservation Officer  
Michigan Historical Center  
P.O. Box 30740  
Lansing, MI 48909-8240

# CITY OF NEGAUNEE

100 Silver Street • P.O. Box 70  
Negaunee, Michigan 49866  
(906) 475-7400



JAN 10 2005

December 20, 2004

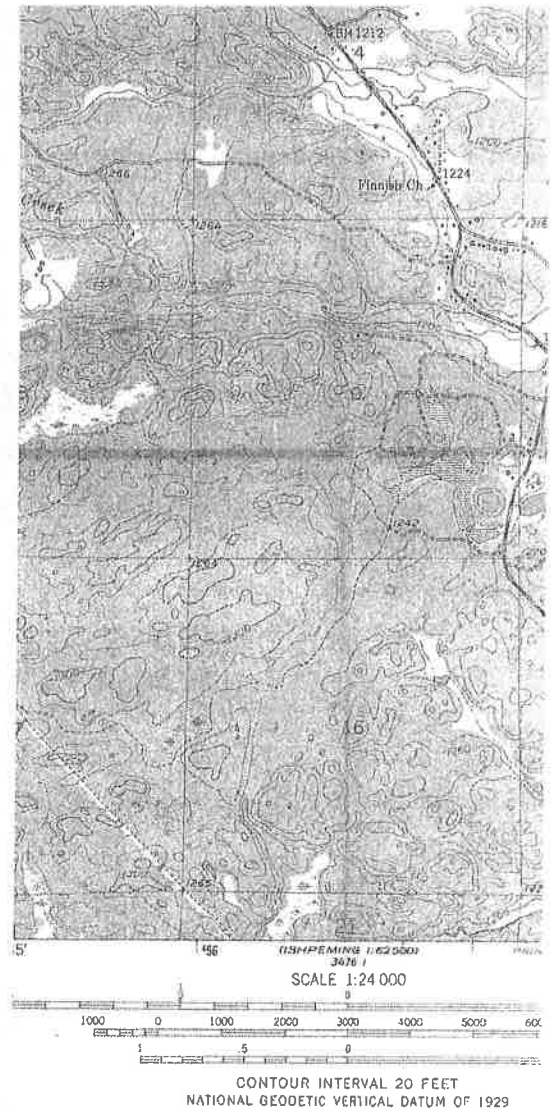
Dear Mr. Conway,

The City of Negaunee would like to show its support for the nomination of the Vista Theatre at 218 Iron Street, Negaunee, MI for the National Register of Historic Places. For over 70 years the Vista Theatre has been a landmark for area residents in downtown Negaunee. Its unique architecture and services have been enjoyed by our citizens for over three-quarters of a century, and continue to be enjoyed today. The current effort of renovating this historic structure by the Peninsula Arts Appreciation Council (PAAC), the managing body of the Vista Theatre, are demonstrative of their respect for, and wish to preserve, this sites historical importance. Designation on the National Register of Historic Places would be a great reward for their efforts, and a magnificent way to celebrate and proclaim its value to the local community, the state, and the nation.

The City of Negaunee respectfully requests that the Michigan Historic Preservation Review Board acknowledge the great treasure to the citizens of Negaunee this site had been, and the preservation efforts of PAAC, by approving the Vista Theatre's nomination for listing on the Nation Register of Historic Places.

Sincerely,

*Daniel J. Merhalski*  
Daniel J. Merhalski, City Planner  
City of Negaunee



THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS FOR SALE BY U. S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 2019. A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE AT [www.fgdl.gov](http://www.fgdl.gov)

*"ON THE BANKS OF MAJESTIC TEAL LAKE"*





ANNIE GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF HISTORY, ARTS AND LIBRARIES  
LANSING

DR. WILLIAM ANDERSON  
DIRECTOR

May 5, 2005



Ms. Janet Matthews, Keeper  
National Register of Historic Places  
National Park Service  
1201 Eye Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20005

Dear Ms. Matthews:

Enclosed are National Register nomination materials for the Vista Theater in Negaunee, Marquette County, Michigan. This property is being submitted for listing in the National Register. All written comments concerning this nomination submitted to us prior to the submission of the nomination to you are enclosed.

Questions concerning this nomination should be addressed to Robert O. Christensen, National Register coordinator, by phone at 517/335-2719 or by e-mail at [Christensenro@michigan.gov](mailto:Christensenro@michigan.gov).

Sincerely yours,

Brian D. Conway  
State Historic Preservation Officer

BDC:roc

STATE HISTORIC PRESERVATION OFFICE, MICHIGAN HISTORICAL CENTER  
702 WEST KALAMAZOO STREET • P.O. BOX 30740 • LANSING, MICHIGAN 48800-8240  
(517) 373-1630  
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**Anne Giroux - Re: City of Negaunee -- Vista Theater Revitalization**

**From:** David Nelson <dnelson@cityofnegaunee.com>  
**To:** "Slagor, Scott (LEO)" <SlagorS2@michigan.gov>  
**Date:** 5/3/2023 10:21 AM  
**Subject:** Re: City of Negaunee -- Vista Theater Revitalization  
**CC:** Anne Giroux <agiroux@mqtc.org>

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Hi Scott,

The application will be the Marquette County Land Bank Authority, I have copied Anne Giroux who is the Executive Director and will be the applicant for the Blight elimination funds that we are hoping will be awarded for the Vista Theater project.

Thank You,

David



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On Mon, May 1, 2023 at 11:54 AM Slagor, Scott (LEO) <SlagorS2@michigan.gov> wrote:

I see. Technically it is not required, but the Land Bank asks us to weigh in on historic properties. Assuming there will be no federal funds, I would just ask for narrative stating the work to be done, photos, and plans/product specifications. From there I will assign it to an architect for review. Please include in the submission the name of the landbank program and staff member who is the lead contact.

Thank you,



**Scott Slagor** (he/him)

Cultural Resource Protection Manager

State Historic Preservation Office

300 N. Washington Square  
 Lansing, MI 48913  
 Office: 517.335.9840 Direct: 517.285.5120

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From: David Nelson <[dnelson@cityofnegaunee.com](mailto:dnelson@cityofnegaunee.com)>  
Sent: Monday, May 1, 2023 11:51 AM  
To: Slagor, Scott (LEO) <[SlagorS2@michigan.gov](mailto:SlagorS2@michigan.gov)>  
Subject: Re: City of Negaunee -- Vista Theater Revitalization

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Hello Scott,

The Land Bank stated that a SHPO review of the plans would be required, if this is not the case I would like something in writing stating that this is the case.

Thank You,

David Nelson

On Mon, May 1, 2023 at 11:22 AM Slagor, Scott (LEO) <[SlagorS2@michigan.gov](mailto:SlagorS2@michigan.gov)> wrote:

: Hi David,

: Thank you for reaching out and my apologies for a delayed response. Do you know why the project will require consultation with our office? From your descriptions it sounds like all the funding is from the state, rather than a federal source. In which case, our review will likely not be required.

Thank you,



**Scott Slagor** (he/him)

Cultural Resource Protection Manager

State Historic Preservation Office

300 N. Washington Square  
Lansing, MI 48913  
Office: 517.335.9840 Direct: 517.285.5120

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**From:** David Nelson <[dnelson@cityofnegaunee.com](mailto:dnelson@cityofnegaunee.com)>  
**Sent:** Thursday, April 27, 2023 12:59 PM  
**To:** Slagor, Scott (LEO) <[SlagorS2@michigan.gov](mailto:SlagorS2@michigan.gov)>  
**Subject:** City of Negaunee -- Vista Theater Revitalization

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Hello Scott,

I am the Planning and Zoning administrator for the City of Negaunee. We are in the process of trying to secure funds for the repair and revitalization of the Vista Theater located in our downtown. It suffered a catastrophic roof collapse in August of 2020 (<https://www.uppermichiganssource.com/2020/08/26/portion-of-vista-theaters-roof-collapse/>)

As this process will require working with your office I wanted to discuss the various plan reviews that will be required and the time frames associated with this type of project. The debris has been removed from the collapse and the building is stabilized via internal bracing. The replacement of the roof is essential to securing the building, we are going to be requesting funds from the Blight Elimination Program offered by the State Land Bank to install a new roof system. I have also requested an appropriations request from our State Rep Jen Hill, that request is for \$4M USD for a full revitalization of the theater. This revitalization was being planned prior to the roof collapse, and the City does have some preliminary plans for that I have attached.

I look forward to hopefully revitalizing this Historic theater and discussing this project with you in the future.

Thank You,

--

David Nelson

City of Negaunee

Planning and Zoning Administrator

1-906-475-7700 x 12

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David Nelson

City of Negaunee

Planning and Zoning Administrator

1-906-475-7700 x 12

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David Nelson  
City of Negaunee  
Planning and Zoning Administrator  
1-906-475-7700 x 12

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# EXHIBIT C

## CONTINGENT PURCHASE AGREEMENT

This Contingent Purchase Agreement dated \_\_\_\_\_, 2023, is by and between the City of Negaunee, a Michigan public body corporate, whose address is 319 West Case Street, Negaunee, MI 49866 (the "Buyer") and the Peninsula Arts Appreciation Council, whose address is 230 Iron Street Negaunee, MI 49866 ("Seller").

### RECITALS

1. **Whereas**, the Buyer is a Michigan municipality who has found and concluded that it is in the best interest of the health, safety, and welfare of the residents, business owners, visitors of Negaunee to purchase the historical Vista Theater, located in the Downtown district.

2. **Whereas**, the Seller owns the real property commonly referred to as the Vista Theater, and Annex Building located at map attached hereto as Exhibit A (the "Subject Property").

3. **Whereas**, the Subject Property has the following legal description:

- a. (Vista Theater, 230 Iron St.) W 16 1/2' OF LOT 6 & ALL OF LOT 7 OF IRON PLAT.
- b. (Annex Building, 300 Iron Street) LOT 8 OF IRON PLAT.

4. **Whereas**, the Subject Property is in violation of Negaunee's Property Maintenance Code, Neg. City Ordinance, Sec. 153.07 et seq., has been deemed a nuisance pursuant to Neg. City Ordinance, Sec. 95 et seq., and contains blighted structures in need of stabilization.

5. **Whereas**, Buyer in conjunction with the Marquette County Land Bank Authority (the "Land Bank") are seeking funds from the Michigan State Land Bank Authority's (the "SLBA") Blight Elimination Program to complete blight elimination and stabilization and/or demolition activities in Marquette County. See RFP 2023-005 Grant Proposal attached hereto as Exhibit B.

6. **Whereas**, if the Land Bank and/or Buyer is awarded, in Buyer's sole discretion, adequate funding from the SLBA to conduct the proposed blight elimination and stabilization and/or demolition activities, Buyer desires to purchase the Subject Property and pursue blight reduction activities thereon.

7. **Whereas**, Seller and Buyer agree that this Contingent Purchase Agreement provides Buyer with the necessary "Site Control" to undertake any proposed eligible activity(ies), and otherwise affirms the Subject Property is under control of a local unit of



government as both are defined and provided for in the above referenced Blight Elimination Program.

## TERMS

Accordingly, in consideration of the mutual promises stated in this Contingent Purchase Agreement, the parties agree as follows:

**1. Recitals.** The foregoing Recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

**2. Purchase and Sale; Price.** The Seller agrees to sell and Buyer agrees to buy the Subject Property in exchange for \$1.00 on a contingent basis as detailed herein in Paragraph 3.

**3. Buyer's Contingencies; Notice.** Buyer's obligations pursuant to this Contingent Purchase Agreement shall be contingent upon the Land Bank and/or the Buyer being awarded funding from the SLBA pursuant to RFP 2023-005. If the Land Bank and/or the Buyer are not awarded funding pursuant to RFP 2023-005, Buyer may terminate this Contingent Purchase Agreement by providing written notice of termination to Seller, with Seller retaining the Purchase and Sale Price detailed herein in Paragraph 2. Upon written notice of termination, the ownership of the Subject Property remains vested with Seller, which remains subject to all rights and obligations applying thereto at the time of execution of this Contingent Purchase Agreement, and remains in AS IS condition with no guarantees, waivers or promises from Buyer as to the safety, quality or fitness of the property or the structure(s) contained therein, or as to the title thereto. Buyer shall notify Seller in writing as to the outcome of RFP 2023-005 as soon as is practicable following notice to Buyer regarding a funding determination by the SLBA, but no later than ten (10) business days from the receipt of notice to Buyer.

**4. Use of Property; Return on Profit.** Buyer agrees to attempt to retain some theatrical element of the structure to the extent practical in the Buyer's sole discretion, and further agrees to remit to Seller fifty percent (50%) of any net profits generated in the sale of all or some of the Subject Property by the Seller, with net profits being defined as the sale price of the Subject Property, less the value of all improvements made to the Subject Property following execution of this Contingent Purchase Agreement, and all transactional, legal and/or other related costs reasonable incurred by the Buyer.

**5. Closing; Warranty Deed.** Closing will take place at the office of the Buyer as soon as is practicable following notice to Buyer that Buyer has been awarded funding from the SLBA pursuant to RFP 2023-005. Buyer shall be responsible for closing costs, including preparation of a deed and related transactional documentation. The Seller shall convey the Subject Property to Buyer by way of Warranty Deed.

**6. Seller's Representations.** Seller represents and warrants to Buyer as follows:

A. There is no pending litigation affecting all or any part of the Subject Property or Seller's interest in it.

B. To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Subject Property and its improvements;

C. To the best of Seller's knowledge, there are no unrecorded interests of any person (or persons) or entity (or entities) in and to the Subject Property whatsoever (including, but not limited to, easements, profits, and licenses);

D. To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, that would affect or interfere with Buyer's use and enjoyment of the Subject Property, as determined by Buyer;

E. Access to the Subject Property is by public road;

F. To the best of Seller's knowledge, the Subject Property does not lie within a 100-year flood plain;

G. There are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Subject Property as defined in any federal, state, or local law, regulation, rule, statute, or directive; and

H. Seller holds all possible division rights to the Property and will transfer all these division rights to Buyer with the deed.

**7. Possession.** Unless otherwise agreed to in writing by the Parties, the Seller shall deliver possession of the Subject Property to Buyer at closing.

**8. Authority.** Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

**9. Binding Agreement.** This Contingent Purchase Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

**10. Entire Agreement.** The Parties agree that this Contingent Purchase Agreement contains the entire agreement between Parties and that there are no agreements, representations, statements, or understandings that have been relied on by the Parties to this Contingent Purchase Agreement that are not stated herein.

**11. All Agreements in Writing.** The Parties agree that this Contingent Purchase Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed by both the Seller and Buyer.

**12. Waiver.** Waiver of any right of the Parties under this Contingent Purchase Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Contingent Purchase Agreement.

**13. Severability.** Wherever possible each provision of this Contingent Purchase Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Contingent Purchase Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**14. Governing Law; Venue.** This Contingent Purchase Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law. Venue for any disputes arising hereunder shall be limited to Marquette County, Michigan.

**15. Counterparts.** This Contingent Purchase Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement.

**16. Electronic Signatures.** A signed copy of this Contingent Purchase Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contingent Purchase Agreement for all purposes.

To evidence the Parties' agreement to this Contingent Purchase Agreement, each party has executed and delivered it on the date indicated under that party's signature, but it is effective as of the date stated in the preamble.

**Buyer  
City of Negaunee**

By: \_\_\_\_\_  
Nate Heffron  
City Manager, City of Negaunee, Michigan

Date: \_\_\_\_\_, 2023

**Seller  
Peninsula Arts Appreciation Council**

By: \_\_\_\_\_  
Rusty Bowers  
President, PAAC

Date: \_\_\_\_\_, 2023