

**ST. CLAIR COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES
*Minutes of Regular Meeting Held February 11, 2016***

CALL TO ORDER:

Chairman DeGrazia called the Regular Meeting to order at 4:30 pm.

AT ROLL CALL:

Members Present

at Roll Call: Nicholas DeGrazia, John Adair, Geoffry Kusch, John Ogden,
Robert Tansky, Denise Brooks

Members Absent

at Roll Call: N/A

Also Present: Dr. Kevin Pollock, Kirk Kramer, Carrie Bearss

AGENDA ADOPTION:

It was moved by Mr. Adair, seconded by Mr. Tansky, to allow for a question/answer opportunity as part of "Consideration of Applicants for Trustee Vacancy" and to adopt the agenda as amended.

Motion carried: 6-0.

APPROVAL OF MINUTES:

It was moved by Mr. Adair, seconded by Dr. Kusch, to approve minutes of the Regular Meeting held January 14, 2016, the Special Meeting held January 21, 2016, and the Special Meeting held January 27, 2016, as printed and circulated.

Motion carried: 6-0.

FINANCIAL REPORTS:

Chairman DeGrazia acknowledged that financial reports for the month of January 2016 had been provided to Trustees. Kirk Kramer provided an overview of zero sum adjustments which had recently been made to the budget.

COMMUNICATIONS & PETITIONS: N/A

REPORT AND RECOMMENDATIONS OF THE PRESIDENT OF THE COLLEGE

1. INFORMATIONAL ITEMS & PRESENTATIONS

- a. Area of Focus Report: Students – Carrie Bearss, *presenter*
- b. Faculty Presentation: Active Learning in the Physics Classroom – *Presentation did not occur*

2. ACTION ITEMS:

Acceptance of Gifts

It was moved by Mr. Tansky, seconded by Mr. Ogden, to accept the following donations with appreciation:

- \$250 from JoAnn Wine & Associates, Inc. for Friends of the Arts;
- \$400 from Orthopedic Associates of Port Huron for athletics – men's basketball;
- \$400 from Harold Tramski of Port Huron for athletics – volleyball/softball/men's basketball/women's basketball;
- \$1,500 from Robert and Marilyn Kovach of Fort Gratiot for the Kovach scholarship;
- Three (3) diploma frames from the SC4 Bookstore.

Motion carried: 6-0.

McMorran Pavilion Purchase and Development Agreement

Mr. Adair reminded the Board that his previously-stated conflict of interest regarding the Pavilion transaction continues to be applicable; therefore, he would be abstaining from the vote.

It was moved by Dr. Kusch, seconded by Mr. Ogden, that the Board take action to approve the attached Purchase and Development Agreement between the City of Port Huron, the Henry McMorran Memorial Auditorium Authority, its successor, the McMorran Civic Center Authority, and St. Clair County Community College.

Roll Call Vote: Mr. Tansky – yes; Dr. Kusch – yes; Mr. Adair – abstain; Ms. Brooks – yes; Mr. Ogden – yes; Dr. DeGrazia – yes.

Motion carried: 5-0-1

Resolution of Appreciation

It was moved by Mr. Adair, seconded by Ms. Brooks, that the Board take action to approve adopt the attached resolution of appreciation recognizing former Trustee, David Oppliger.

Roll Call Vote: Ms. Brooks – yes; Mr. Adair – yes; Mr. Ogden – yes; Mr. Tansky – yes; Dr. Kusch – yes; Dr. DeGrazia – yes.

Motion carried: 6-0

OLD BUSINESS: N/A

NEW BUSINESS:

President's Evaluation Tool/Process (per BOT annual action calendar)

It was moved by Mr. Adair, seconded by Dr. Kusch, that the Board take action to waive Dr. Pollock's evaluation since he has provided notice of resignation; however, it was further noted that the Board would spend time reviewing and/or updating the current tool and timing of the process in the near future.

Motion carried: 6-0

Professional Development Request

It was moved by Mr. Adair, seconded by Ms. Brooks, that the Board take action to provide approval for one (1) Trustee to attend the MCCA Board of Directors' meeting scheduled for March 10-11, 2016 at Washtenaw Community College.

Motion carried: 6-0

Governance Committee Update/Consideration of Request for Proposal

- 1) It was moved by Mr. Tansky, seconded by Dr. Kusch, that the Board take action to authorize the Governance Committee to issue a request for proposal for a presidential search firm.

Motion carried: 6-0

- 2) It was moved by Mr. Tansky, seconded by Mr. Ogden, that the Board take action to authorize the Governance Committee to identify candidate/s for the role of interim president and to, subsequently, provide the Board with a recommendation that may be formally approved.

Motion carried: 6-0

Consideration of Applicants for Trustee Vacancy

Adoption of Process

It was moved by Dr. Kusch, seconded by Mr. Tansky, to adopt the following voting process:

Round I:

- a. Board secretary supplies each Trustee with a ballot containing all applicant names.
- b. Each Trustee selects up to three (3) applicants from the ballot.
- c. Board secretary collects and tabulates the first round of ballots.

Round II:

- a. Board secretary supplies each Trustees with a second ballot containing the names of applicants identified from Round I.
- b. Each Trustee selects one (1) name from the ballot
- c. Board secretary collects and tabulates ballots.
- d. If one applicant receives four (4) votes, that person will then stand for appointment by the Board. If no applicant receives four (4) votes, Board secretary creates a subsequent ballot containing the names of each candidate who received at least one (1) vote in Round II.

Round III:

- a. Board secretary supplies each Trustee with a ballot containing the remaining names from Round II.
- b. Each trustee selects one (1) name from the ballot
- c. Board secretary collects and tabulates the ballots. If one applicant receives four (4) votes, that person will then stand for appointment by the Board.
- d. If, at the end of Round III, no applicant has received four (4) votes, Board secretary will reveal the number of votes received for each Round III applicant.

Round IV:

- a. Board secretary circulates a new ballot containing the same applicants from Round III and voting continues until one (1) applicant receives four (4) votes.

Motion carried: 6-0

Implementation of Process:

Round I Result:

Applicants selected via Round I voting for continuation to Round II were: Maria Gerardy, Antoine Houle, James Howard, Bassam Nasr, Karen Niver, Fred Roberts, Michael Wasilewski

Round II Result:

Applicants selected via Round II voting for continuation to Round III were: Maria Gerardy, Antoine Houle, Bassam Nasr, Karen Niver

Round III Result:

Applicants selected via Round III voting for continuation to Round IV were: Maria Gerardy, Antoine Houle, Bassam Nasr, Karen Niver

Round IV (A) Result:

Applicants selected via Round IV (A) voting for continuation to Round IV (B) were: Antoine Houle, Bassam Nasr, Karen Niver

Round IV (B) Result:

Karen Niver received 4 votes.

**Minutes of Regular Meeting February 11, 2016
Page 4.**

Appointment of Trustee:

It was moved by Ms. Brooks, seconded by Dr. Kusch, to appoint Karen Niver to fill the current Trustee vacancy which expires on December 31, 2016.

Motion carried: 6-0

**** A brief recess occurred to administer the oath of office to Trustee-elect Karen Niver. ****

STAFF CHANGES: N/A

TRUSTEE REPORTS: N/A

CLOSED SESSION:

It was moved by Ms. Brooks, seconded by Dr. Kusch, to enter into closed session at 6:58 pm for the purpose of labor negotiations strategy.

Motion carried: 7-0

**** Trustee Departure: Mr. Adair left the meeting at 7:18 p.m. ****

RETURN TO OPEN SESSION:

It was moved by Dr. Kusch, seconded by Mr. Ogden, to return to open session at 7:39 pm.

Motion carried: 6-0.

ADJOURNMENT:

It was moved by Mr. Tansky, seconded by Ms. Brooks, to adjourn the meeting at 7:39 pm.

Motion carried: 6-0.

Respectfully submitted,

Certified by,

Mary L. Hawtin
Board Secretary

Nicholas DeGrazia
Board Chair

Resolution of the Board of Trustees



Whereas, David Oppliger has served as a member of the St. Clair County Community College Board of Trustees since 2008; and

Whereas, during his tenure, Trustee Oppliger's roles included serving on the Governance Committee and representing the Board as a delegate to the Association of Community College Trustees;

Whereas, Trustee Oppliger was a visible representative of the Board of Trustees at numerous events on campus; and

Whereas, Trustee Oppliger's contributions to the college follow a strong history of involvement in community groups; and

Whereas, Trustee Oppliger has resigned from the Board of Trustees, effective January 18, 2016;

Now, Therefore Be It Resolved, that the Board of Trustees of St. Clair County Community College, on behalf of the students, faculty, staff and administration, and public at large, records its appreciation and sincere thanks to Trustee David Oppliger for his devoted service to the College, and for the leadership, experience and untiring efforts that he has granted to it.

Signed in Port Huron, Michigan, this 11th day of February, 2016.



**PURCHASE AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF PORT HURON,
THE HENRY MCMORRAN MEMORIAL AUDITORIUM AUTHORITY, ITS
SUCCESSOR THE MCMORRAN CIVIC CENTER AUTHORITY
AND
ST. CLAIR COUNTY COMMUNITY COLLEGE**

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 2016, between the CITY OF PORT HURON, (the "City") a Michigan Municipal Corporation, 100 McMorran Boulevard, Port Huron, Michigan 48060, the HENRY MCMORRAN MEMORIAL AUDITORIUM AUTHORITY its successor known as the MCMORRAN CIVIC CENTER AUTHORITY, (the "McMorran Authority"), 701 McMorran Boulevard, Port Huron, Michigan 48060 and the ST. CLAIR COUNTY COMMUNITY COLLEGE, (the "College"), 323 Erie Street, Port Huron, Michigan 48060.

RECITALS

WHEREAS, the City, the McMorran Authority, and the College have mutual interests in the transferring to the College the McMorran Pavilion and its Tower, as shown in **Exhibit A**, and all fixtures and attachments (collectively the "McMorran Real Property") and personal property, if any, as described in **Exhibit B**, however, specifically excluding the hockey dasher boards, the Zamboni and concession equipment and related trade fixtures (the "McMorran Personal Property"). The McMorran Authority shall remove all property ("the McMorran Personal Property") including concession equipment, ice rink refrigeration system and related property and agreed upon trade fixtures on or before April 1, 2016 with the College thereafter investing project costs of Three Million and 00/100 Dollars (\$3,000,000.00) in the McMorran Real Property. The initial investment of Two Million Dollars (\$2,000,000.00) shall be made within fifteen (15) months of the Closing, and the remaining One Million Dollars (\$1,000,000.00) shall

be made within three (3) years of the Closing. The transfer and use of the facility shall be for a college fieldhouse and its primary use for athletics and events and consistent with College needs for the facility;

WHEREAS, the City, the McMorrان Authority, and College also have mutual interests in the City developing the Black River water front property from the west line of the Fire House Property to the Tenth Street bridge, (the “Black River Property”), legally described in **Exhibit C**, by the College transferring and relinquishing to the City its present interests in said Black River Property to allow future development of the property by the City through a quit claim deed releasing its option on that property acceptable to the parties as described in **Exhibit F**;

WHEREAS, the above actions (collectively, the “Development”) would benefit the College’s long-term academics and athletics and the City’s long-term downtown development and the entire area’s economic activity; and

WHEREAS, the City Administration and the McMorrان Authority support the Development and have recommended to the City Council their approval subject to various matters provided for in this Agreement and the College Administration supports and has approved the Development and recommended to the College Board of Trustees its approval subject to various matters provided for in this Agreement; and

WHEREAS, the City, the McMorrان Authority, and the College wish to enter into this Agreement to establish the obligations of the parties with respect to the Development with the same subject to approval by the City Council, the McMorrان Authority, and the College Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED that the City, the McMorrان Authority, and College enter into this Agreement with the following acknowledgements, terms, and conditions:

ARTICLE I. - OBLIGATIONS OF THE CITY AND THE MCMORRAN AUTHORITY

1. Contingent upon the College fulfilling its obligations due before or at the time of Closing in this Agreement, the City and McMorrان Authority shall before or at the time of Closing:
 - (a) Transfer the McMorrان Real Property to the College by a warranty deed acceptable to the College free and clear of any claims or interests of others of any kind including any obligations regarding scheduled events or uses after the Closing and transfer the McMorrان Personal Property, if any, by the bill of sale attached as **Exhibit E** free and clear of any claims or interests of others of any kind;
 - (b) Remove the hockey dasher boards, Zamboni, ice rink refrigeration system, concession equipment and related property and agreed upon trade fixtures on or before April 1, 2016;
 - (c) Provide possession of the McMorrان Real Property by April 4, 2016;
 - (d) Begin the process for considering expanding the City's Division 6 CCD Community College District to include the McMorrان Real Property;
 - (e) Upon receiving a survey and new legal description consistent with the terms of this agreement from the College, the City shall prepare a property split/combination application and assign a new parcel identification number for the split property being transferred to the College.

2. The City shall:

- (a) Allow College students/faculty/staff to park free of charge Monday through Friday from 6 a.m. to 2 p.m. in the adjacent Andrew Murphy Lot through December 31, 2018. After that date, the parties shall negotiate a mutually satisfactory parking agreement but in no event shall negotiated rates exceed daily rate to non-college parking patrons.

In addition, the City shall provide six (6) annual parking passes for the Andrew Murphy Lot to the College free of charge for College staff regularly assigned work in the Pavilion such as but not limited to coaches, custodians, clerical, etc.

ARTICLE II. - OBLIGATIONS OF THE COLLEGE

1. Contingent upon the City and the McMorrان Authority fulfilling their obligations due before or at the time of Closing in this Agreement, the College shall before or at the time of Closing:

- (a) Pay consideration of One Dollar (\$1.00) to the City and the McMorrان Authority for the McMorrان Real Property and McMorrان Personal Property, if any, in addition to the other consideration provided by this Agreement;
- (b) Transfer and relinquish, except for the restriction as described in Article IV (5) herein, by a quit claim deed acceptable to the City all of its interests in the Black River Property including but not limited to relinquishing its right of first refusal and right to enforce any restrictions as contained in Liber 995, page 736 and in Liber 996, page 41, St. Clair County Records;
- (c) Pay the following Closing costs: due diligence investigations, title insurance, transfer tax, if any, and deed recording fees or other closing costs;

- (d) Grant to the City a first right of refusal regarding the McMorrان Real Property in the event the College determines to relinquish ownership of the McMorrان Real Property through a deed and documents acceptable to the City. A merger, acquisition or other combination of College's assets with another non-profit, higher education institution shall not trigger the first right of refusal.
- (e) Obtain a survey at its own cost and provide the City a copy of the survey with the newly established legal description and a rendering of the newly established boundary description for the McMorrان Real Property so that the City may split the parcel from the parent parcel and assign a new property parcel identification number. The newly established McMorrان Real Property boundary description and rendering shall be provided to the City, the McMorrان Authority, and the College for review and approval at least seven (7) days prior to Closing.

2. The College shall following the Closing:

- (a) Invest project costs of Three Million and 00/100 Dollars (\$3,000,000.00) in the McMorrان Real Property within three (3) years of the Closing; the initial investment of Two Million and 00/100 Dollars (\$2,000,000.00) shall be made within fifteen (15) months of the Closing, and the remaining One Million and 00/100 Dollars (\$1,000,000.00) shall be made within three (3) years of the Closing.

- (b) For ten (10) years after the Closing, the use of the McMorran Real Property shall be as a college fieldhouse and its primary use for athletics and events and consistent with the College's needs for the facility for that purpose. In the event the College desires to change the primary use of the McMorran Real Property during said ten (10) year period, the College shall request approval for the change from the City Council. Upon receiving the request, the City Council may, in its discretion, by affirmative majority vote, approve any change in use that would deviate from the primary use for athletics and events. The College agrees this provision is a material term of the Agreement as consideration for the transfer of ownership.
- (c) Separate and transfer to the College, at its own cost, electrical/water/utility meters as soon as reasonably possible. Pending separation of utilities, utility costs shall be based upon a square foot facility basis, separate metering or as otherwise agreed.

**ARTICLE III. – CITY COUNCIL, MCMORRAN AUTHORITY
AND COLLEGE BOARD CONSENT**

This Agreement is subject to and contingent upon its approval by the City Council, the McMorran Authority and the College Board of Trustee no later than March 1, 2016.

ARTICLE IV. – OTHER PROVISIONS

1. The College may conduct any and all inspections, evaluations, survey, title examinations, environmental studies including soil borings, determining needed easement and access rights, or other due diligence of any kind of its choice as it in its sole discretion may determine necessary up to the Closing regarding the McMorran Real

Property and McMorrان Personal Property and the City and the McMorrان Authority shall cooperate in all reasonable respects to facilitate the same and will provide all information and documentation reasonably related to the same. This Agreement is subject to the College being satisfied with all the results of the same in its sole discretion and obtaining what it may require in its sole discretion with respect to any issue and if not satisfied, it may terminate this Agreement any time prior to the Closing by written notice of termination to the City or the McMorrان Authority.

2. The Closing shall be on a date, time and place agreeable to both parties provided that if such agreement is not reached the Closing shall be at Huron Title Company and no later than April 1, 2016.
3. The parties agree McMorrان Authority has traditionally had ice in the Pavilion until March 1 of each year; therefore, the City and the McMorrان Authority shall have until April 1, 2016 at no additional cost for rent or otherwise, to remove the ice, rink, ice rink refrigeration system and agreed upon accessory trade fixtures.
4. The parties agree to form an Operating and Capital Improvement Committee to develop a coordinated capital improvement master plan for the McMorrان Main and College Fieldhouse. The committee shall meet periodically to assist with communication between the City, McMorrان Authority and College Fieldhouse for the purpose of the coordinating, planning and scheduling of events and capital improvement projects. The Committee is advisory only and shall include representative(s) of the City, the McMorrان Authority and the College.
5. The City agrees and covenants, as consideration for the College transferring and relinquishing to the City all of its interest in the Black River Property, that it shall not

transfer its interest in the Black River Property to a higher education institution or allow any development of the Black River Property for or related to a higher education institution, without the consent of the College.

6. Representations and Warranties.

(a) The City and/or the McMorrان Authority warrants and represents to the College that as of the date of this Agreement and at Closing:

(i) The City and/or the McMorrان Authority owns good and marketable fee simple title to the McMorrان Real Property and has good title to the McMorrان Property, with both being free and clear of all liens and encumbrances;

(ii) To the City's actual knowledge, (A) the McMorrان Real Property has not been used for the generation, storage, treatment, or disposal of Hazardous Materials, (B) no Hazardous Material is located in, on, or beneath the McMorrان Real Property, including but not limited to any underground storage tanks, (C) no underground storage tank was previously removed from the McMorrان Real Property; and (D) there are no defects or conditions on, in or below the McMorrان Real Property not disclosed to the College; "Hazardous Materials" means any substance that is or contains (A) any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended ([42 USC 9601 et seq.](#)), or any regulations promulgated under CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) ([42 USC 6901 et seq.](#)) or regulations promulgated

under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) ([15 USC 2601 et seq.](#)); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

- (iii) To the City's and the McMorrان Authority's actual knowledge, there is no pending or threatened litigation or proceeding relating to the McMorrان Real Property or McMorrان Personal Property (collectively at times, the "McMorrان Property"); however, the McMorrان Authority represents there is one (1) premises liability personal injury matter pending; therefore, the McMorrان Authority shall hold the College harmless and indemnify it, to the extent necessary, from this claim.
- (iv) To the City's and the McMorrان Authority's actual knowledge, the McMorrان Property is not, nor has each entity received any notice that the McMorrان Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the McMorrان Property or the operation or use of it;
- (v) City and the McMorrان Authority have not received any notice from any insurance carrier of any defects or inadequacies in the McMorrان

Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it;

- (vi) There are no leases or contracts relating to the McMorrان Property or the operation or use of it that will be binding on College or the McMorrان Property subsequent to Closing;
- (vii) The City and the McMorrان Authority shall deliver to the College all plans, warranties, and other documents, instruments, records, studies, agreements, permits, reports, surveys, environmental studies, and any and all other reports and similar or related information in each entities possession or control that pertain to the McMorrان Property or the operation and use of it; and
- (viii) The City and the McMorrان Authority are Michigan municipal corporations authorized and existing under the laws of the State of Michigan and neither the execution of this Agreement nor the performance of the obligations under this Agreement will constitute a default under either entity's organizational documents or any contract or agreement by which the City or the McMorrان Authority is bound; and (C) the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any order, writ, injunction, or decree of any court in any litigation to which the City or the McMorrان Authority is a party or bound or violate any law.

- (b) The College represents and warrants to the City and the McMorrان Authority as of the date of this Agreement and at Closing that:

- (i) The College is a Michigan non-profit educational corporation authorized and existing under the laws of the State of Michigan and neither the execution of this Agreement by College nor the performance of the College's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which the College is bound;
- (ii) The execution and delivery of this Agreement by the College and the consummation of the transactions contemplated by this Agreement by the College will not violate any order, writ, injunction, or decree of any court and any litigation to which the College is a party or bound or violate any law; and
- (iii) Subject to the College's rights to conduct its due diligence and being satisfied with the same, the College accepts the McMorrان Property "AS IS" and "WITH ALL FAULTS" except for a breach of any representation or warranty of the City or the McMorrان Authority in this Agreement or in any closing documents.

7. If prior to Closing the McMorrان Property is damaged by fire or other incident with damages exceeding \$100,000.00, the College shall have the option to terminate this Agreement by written notice to the City or the McMorrان Authority. If not so terminated, the City or the McMorrان Authority shall at its option either repair the damage or assign insurance proceeds to repair the building resulting from the damage to the College or terminate this Agreement by written notice to the College.

8. This Agreement contains the entire agreement of the parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.
9. Any notices to the City shall be given by certified mail addressed to the then City Manager at the above address unless the City in writing advises the College of a new address. Any notices to the McMorrان Authority shall be given by certified mail addressed to the then Chair of the McMorrان Authority at the above address until the McMorrان Authority in writing advises the College of a new address. Any notices to the College shall be given by certified mail addressed to the then President of the College at the above address until the College in writing advises the City of a new address.

St. Clair County Community College

By: _____
Dr. Kevin A. Pollock
Its: President

Dated: _____, 2016

City of Port Huron

By: _____
James Freed
Its: Manager

Dated: _____, 2016

APPROVED:

City of Port Huron City Council

Dated: _____, 2016

By: _____
Pauline Repp
Its: Mayor

**St. Clair County Community College
Board of Trustees**

Dated: _____, 2016

By: _____
Dr. Nicholas J. DeGrazia
It: Chairman

**The Henry McMorran Memorial
Auditorium Authority, through its
Successor the McMorran Civic Center
Authority**

Dated: _____, 2016

By: _____
B. Mark Neal
Its: Chair

Dated: _____, 2016

By: _____
Robert A. Eppley
Its: Secretary

IN WITNESS WHEREOF, 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 Freed
City Manager
Dated: _____, 2016

Pauline M. Repp
Mayor
Dated: _____, 2016

APPROVED AS TO FORM:

ATTESTED TO:

Gregory T. Stremers
City Attorney
Dated: _____, 2016

Susan M. Child
City Clerk
Dated: _____, 2016

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

Edward P. Brennan C.P.A.
Director of Finance
Dated: _____, 2016

NOTE: This signature sheet is for the Development Agreement with St. Clair County Community College regarding the development of portions of McMorran Boulevard and River Street.

EXHIBIT A

MCMORRAN PAVILION AND TOWER DESCRIBED AS

Property line description pending legal survey

Per discussion with City, McMorrان Authority and SC4 on 1-20-16

Gold line indicates property line

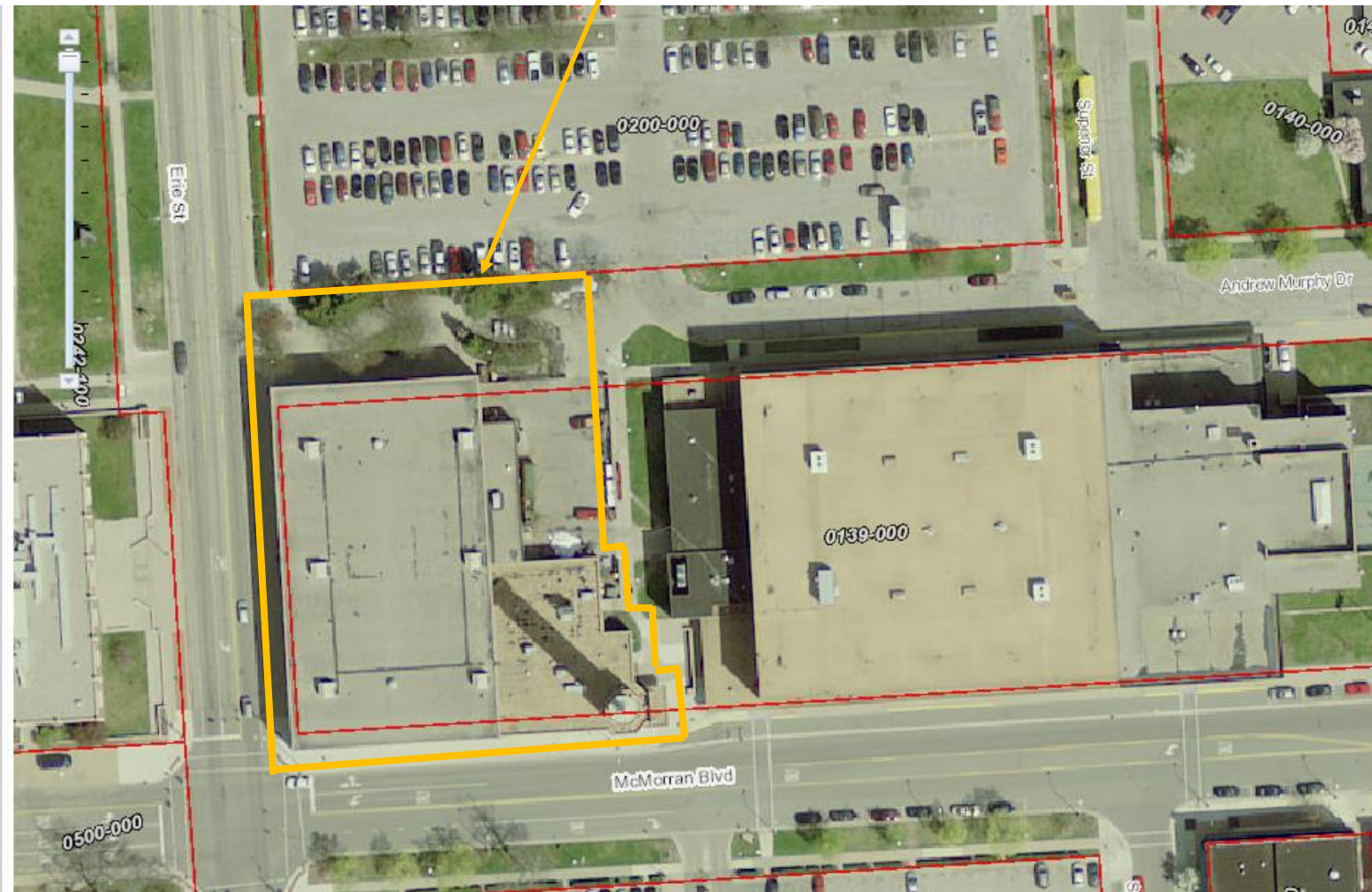


EXHIBIT B
PERSONAL PROPERTY
TBD

EXHIBIT C

THE BLACK RIVER PROPERTY DESCRIBED AS

EXHIBIT D

WARRANTY DEED
WITH RIGHT OF FIRST REFUSAL

EXHIBIT E
PERSONAL PROPERTY BILL OF SALE
TBD

EXHIBIT F

QUIT CLAIM DEED WITH RELEASE OF BLACK RIVER PROPERTY OPTION
AND COVENANT NOT TO ALLOW HIGHER EDUCATION
DEVELOPMENT WITHOUT COLLEGE CONSENT