Call to Order:
Chairman DeGrazia called the Regular Meeting to order at 4:32 pm.

At Roll Call:
Members Present at Roll Call: Nicholas DeGrazia, Marcia Robbins, Brad Gudme, Fredric Roberts, Randall Fernandez
Members Absent at Roll Call: Karen Niver, Robert Tansky
Also Present: Dr. Deborah Snyder

Agenda Adoption:
It was moved by Ms. Robbins, seconded by Mr. Gudme, to adopt the agenda as presented.

Motion carried: 5-0

****Trustee Tansky joined the meeting at 4:39 p.m.

Approval of Minutes:
It was moved by Mr. Tansky, seconded by Dr. Roberts, to approve the following minutes, as printed and circulated.

- Special Meeting held November 9, 2020
- Regular Meeting held November 12, 2020
- Special Meeting/Retreat held November 13, 2020
- Special Meeting held November 30, 2020

Motion carried: 6-0

Financial Reports:
Chairman DeGrazia acknowledged that financial reports for the month of November 2020 had been provided to Trustees.

Communications & Petitions:
Chairman DeGrazia acknowledged that the Communications Report for December 2020 had been provided to Trustees.

Report and Recommendations of the President of the College

1. Informational Items & Presentations
Minutes of Regular Meeting held December 10, 2020
Page 2.

2. Action Items:
   Acceptance of gifts
   It was moved by Mr. Tansky, seconded by Ms. Robbins, that the Board take action to accept, with appreciation, the following gifts.
   • $200 from Barbara Dear of Waupaca, WI for the Retirees’ Scholarship Fund
   • $250 from Cynthia Rourke of Algonac, MI for the Retirees’ Scholarship Fund
   • $300 from Peggy Norris of Marietta, GA for the Retirees’ Scholarship Fund
   • $500 from Edwin Vanderheuvel of Fort Gratiot, MI for the Retirees’ Scholarship Fund
   • $1,500 from Kirk and Sheryl Kramer of Fort Gratiot, MI for Diversity, Equity, Inclusion
   • $1,500 from the Woman’s Life Insurance Society of Port Huron, MI for the Velma J. Kress Nursing Scholarship Fund

   Motion carried: 7-0

Challenger Project Commitment
   It was moved by Dr. Niver, seconded by Ms. Robbins, that the Board take action to approve up to $1,600,000 from grant, donations, strategic initiative and plant funds for the signing and implementation of the Challenger agreement (amount inclusive of December 2019 allocation) and up to $700,000 for infrastructure, equipment and furnishings for Challenger support spaces from grants, donations, technology or plant funds.

   Motion carried: 6-1

Property Purchase Agreement
   It was moved by Mr. Tansky, seconded by Mr. Gudme, that the Board take action to approve the attached purchase agreement for the purchase of property with funds for the purchase from the Building and Site Fund.

   Motion carried: 7-0

OLD BUSINESS: N/A

New Business: N/A

Staff Changes: N/A

Trustee Reports:
   Chairman DeGrazia reminded Trustees that the bi-annual organizational meeting was scheduled for January 14, 2021.

   Chairman DeGrazia thanked Trustee Gudme for his service to the Board of Trustees.

Adjournment:
   It was moved by Ms. Robbins, seconded by Dr. Niver, that the Board take action to adjourn the meeting at 5:26 p.m.
Minutes of Regular Meeting held December 10, 2020
Page 3.

Motion carried: 7-0

Respectfully submitted,

Sarah L. Rutallie
Board Secretary

Certified by,

Nicholas DeGrazia
Board Chair
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of the date it is executed by both parties (the “Effective Date”), by and between EDDIE JACKSON AND SEAN JACKSON, 810 Erie Street, Port Huron, Michigan 48060 (“Seller”) and ST. CLAIR COUNTY COMMUNITY COLLEGE, 323 Erie Street, Port Huron, Michigan 48060 (“Purchaser”).

Recitals

A. Seller is the owner of one (1) parcel of property located in the City of Port Huron, Michigan. A description of the properties is attached as Exhibit A (the “Property”).

B. Seller wants to sell, and Purchaser to purchase, the Property under the terms and conditions set forth in this Agreement.

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

ARTICLE I

PURCHASE AND SALE; PURCHASE PRICE

1.1 Purchase Price. Subject to the terms and conditions contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agree to sell to Purchaser, the Properties for the purchase price of Fifty-Thousand ($50,000) Dollars (the “Purchase Price”). The Purchase Price shall be paid in cash at Closing subject to adjustments as provided in this Agreement.

1.2 Deposit. Upon execution of this Agreement by Seller, the Purchaser shall place the sum of Seventy-Five Hundred ($7,500) Dollars (the “Deposit”) in escrow with Huron Title Company, which shall be held in escrow pending completion of the Purchaser’s due diligence and the other conditions precedent to a closing. The Deposit shall be applied to the Purchase Price at Closing and, if the transaction contemplated by this Agreement does not close through no default by the Purchaser, the Deposit shall be refunded to the Purchaser.

1.3 Payment of Purchase Price. The Purchase Price, subject to the adjustments required pursuant to Article III of this Agreement, shall be paid to Seller at Closing in cash or certified funds.
ARTICLE II
CONVEYANCE; STATE OF TITLE

2.1 Conveyance of Title. At Closing, Seller shall execute and deliver a warranty deed, in statutory form and which is reasonably acceptable to Purchaser (the “Warranty Deed”), which shall vest unencumbered marketable title in Purchaser, subject only to the Permitted Encumbrances, which are defined in paragraph 2.5 of this Agreement. The Warranty Deed shall include a conveyance of any and all oil, gas and mineral rights of any kind or nature.

2.2 Title Insurance Commitment. Within fifteen (15) days of the Effective Date, Seller shall furnish to Purchaser a commitment for title insurance for the Properties (the “Commitment”) issued by Huron Title Company (the “Title Company”) in the amount of the Purchase Price, together with legible copies of all documents referenced in the Commitment. The Commitment shall commit to issue an Owner’s title insurance policy with standard exceptions (the “Title Policy”).

2.3 Survey. Within ten (10) days from the Effective Date, Seller shall furnish Purchaser the existing survey it has in its possession. Purchaser may obtain another survey, at its own expense, which must be completed for purposes of Articles 2.4 and 6.1 of this Agreement within thirty (30) days of the Effective Date.

2.4 Objections to Title. If objection to the state of title based upon a written objection of Purchaser’s attorney is made within ten (10) days after receipt of the Commitment and the Survey, Seller shall have until the Closing Date, or if later, until thirty (30) days from the date it is notified of the particular defect claimed to fulfill the requirements of the Commitment, remedy such defect or cause the Title Company to insure over such defect, if acceptable to Purchaser. If such objections are not cured within the thirty (30) day period, Purchaser, at its sole discretion, will have the option to do any of the following:

(a) Terminate this Agreement and receive a refund of the Deposit and the interest accrued and unpaid on the Deposit, if any; or

(b) Waive the objections and proceed to the Closing.

2.5 Permitted Encumbrances. For purposes of this agreement, the Permitted Encumbrances shall include those encumbrances on Seller’s title disclosed in either the Commitment or the Survey which are not objected to by Purchaser, pursuant to paragraph 2.4 of this Agreement, within ten (10) days of receipt of those items. The Permitted Exceptions may not include a reservation of any mineral rights.
ARTICLE III

TAXES, COSTS & FEES

3.1 Proration of Taxes. Real estate taxes shall be prorated at Closing on a due date basis, as if paid in advance. Seller shall pay any special assessments which have become a lien on the Properties prior to Closing. Purchaser shall assume the balance of any such special assessments at Closing.

3.2 Title Insurance Costs. Seller shall pay the cost of the Commitment and issuance of the Owner’s Title Policy.

3.3 Survey Costs. Seller shall give to Purchaser the existing survey Seller has in its possession. Any other survey must be obtained by Purchaser at its own expense.

3.4 Transfer Tax. Seller shall pay any transfer tax associated with the recording of the Warranty Deed.

3.5 Recording Fees. Purchaser shall pay all recording fees for the recording of the Warranty Deed.

3.6 Closing Fee. In the event the Title Company charges a fee for the conduct of the Closing under this Agreement, Seller and Purchaser shall each pay one-half (½) of the fee.

ARTICLE IV

CLOSING

4.1 Conditions Precedent to Closing. Purchaser’s obligation to consummate the transaction contemplated by this Agreement shall be expressly conditioned upon the satisfaction or waiver, by Purchaser, of the following conditions precedent:

(a) Purchaser, in its sole and absolute discretion, determines it is satisfied with the condition of the Properties, as reflected in the Commitment, the Survey, and Purchaser’s conduct of its due diligence under paragraph 6.1 of this Agreement. The due diligence, at a minimum will include a wetlands assessment, an environmental assessment, and a determination the Properties is suitable for its intended use. This condition to Closing shall be deemed satisfied unless Purchaser has objected to the condition of the Properties within the time limits provided in Article 2 and Article 6.1.

(b) Purchaser’s Board shall have approved this Agreement as of the Effective Date.

(c) The City of Port Huron Zoning Board shall have rezoned this Properties for use in the CCD Community College District or the Purchaser has obtained satisfactory assurances the
rezoning will take place. This condition to closing shall be deemed satisfied unless Purchaser has notified Seller within 60 days of the Effective Date that it has been unable to have the Properties rezoned or has not obtained satisfactory assurances that rezoning will take place.

(d) All terms, covenants, and conditions of this Agreement to be complied with or performed by Seller prior to or on the Closing Date shall have been fully complied with or performed in all material respects.

(e) All covenants, representations, and warranties contained in this Agreement shall be deemed to have been made as of the Closing Date, and, except as otherwise contemplated in this Agreement, shall be true and complete in all material respects.

(f) There shall have been no material deterioration or damage from the Effective Date to the Closing Date, to the Properties, nor shall Seller have transferred or disposed of all or any part of the Properties.

(g) No litigation or other proceeding shall have been instituted which involves all or any part of the Properties.

(h) All rental units on the Properties shall have been vacated; provided that Seller shall not be obligated to begin the process of terminating tenancies on the Properties until Purchaser acknowledges that all other conditions to Closing, including but not limited to those provided Article 4.1(a) – (c), have been satisfied.

4.2 Date, Time, and Place of Closing. The transaction contemplated by this Agreement shall be consummated on or before March 1, 2021, or on such earlier date as may be mutually agreed upon by the parties (the “Closing Date”), at the offices of the Title Company or another mutually acceptable location, at a time mutually agreeable to both parties (the “Closing”).

4.3 Seller’s Obligations at Closing. At Closing, Seller shall:

(a) Execute and deliver the Warranty Deed.

(b) Deliver to Purchaser evidence of Seller’s authority to enter into this transaction which evidence shall be satisfactory to Purchaser, and evidence that the person executing the closing documents on behalf of Seller is authorized to do so and to bind Seller thereby.

(c) Deliver to Purchaser evidence that all rental units on the Properties have been vacated as of the Closing Date.

(d) Deliver to the Purchaser Seller’s existing survey.

(e) Pay the premium due and payable to the Title Company for the Title Policy.

(f) Pay the transfer tax with respect to the Warranty Deed.
(g) Execute and deliver a copy of a Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

(h) Pay one-half (½) of the Closing Fee charged by the Title Company, if any.

(i) Execute and deliver a reaffirmation as of the Closing Date of the covenants, representations, and warranties set forth in paragraph 5.1 of this Agreement.

(j) Execute and deliver such other documents and take such steps as are reasonably required by the Title Company in order to consummate the Closing in accordance with this Agreement.

4.4 Purchaser’s Obligations at Closing. At Closing, Purchaser shall:

(a) Pay the amount due at closing to Seller in cash or by certified or cashier’s check.

(b) Execute and deliver a copy of a Closing Statement showing the computation of the funds payable by Purchaser pursuant to this Agreement.

(c) Pay one-half (½) of the Closing Fee charged by the Title Company, if any.

(d) Execute and deliver such other documents and take such steps as are reasonably required by the Title Company in order to consummate the Closing in accordance with this Agreement.

ARTICLE V

SELLER’S COVENANTS, REPRESENTATIONS, & WARRANTIES

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

(a) Seller has good and marketable fee simple title to the Properties and no person or entity has any right, title, or interest in or to the Properties or any portion of the Properties, except those disclosed in the Title Commitment or the Survey or those disclosed in writing by Seller to Purchaser. Further, no person, including any tenant, has a right of first refusal or option to purchase or lease all or any portion of the Properties, other than disclosed to Purchaser.

(b) Except as otherwise provided in this Agreement, Seller makes no representation as to the condition of the Properties, including any buildings and improvements, and Purchaser takes the same in an “AS IS, WHERE IS” condition. Further, Seller makes no representation as to the suitability of all or any portion of the Properties for Purchaser’s current or intended use.
(c) From the date of this Agreement to the Closing Date, Seller shall:

(1) Refrain from transferring any part of the Properties or creating on the Properties any easements, liens, mortgages, encumbrances or other interests that affect the Properties or Seller’s ability to comply with the terms of this Agreement;

(2) Refrain from entering into any contracts or other commitments regarding the Properties without the prior written consent of Purchaser.

(3) Refrain from negotiating with respect to or otherwise of the Properties or any interests therein or portion thereof, which would affect Seller’s ability to comply with the terms of this Agreement;

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

(e) Seller has received no notice and has no knowledge that there is any contemplated change of law, ordinance or regulation which is known or reasonably ought to be known to Seller that will presently or in the future limit or impair the covenants, warranties and assurances given to Purchaser.

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

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

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

(g) Seller has received no notice and has no knowledge that the Properties has ever been used as or is located on or over any former cemetery, burial site or archeological site, under applicable federal or state law, or was involved in or purchased by anyone with proceeds of any illegal activity that could subject it to risk of seizure.

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

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

ARTICLE VI

DUE DILIGENCE

6.1 Right to Inspect. For a period of up to sixty (60) days from the delivery of the Survey, Purchaser and its consultants shall have the right to enter upon the Properties for the purpose of conducting a wetland assessment and a review of the environmental condition of the Properties. Such review may include invasive procedures, including, without limitation, boring, drilling, digging, or other destructive tests, with the understanding the Purchaser shall fully restore the Properties to the condition it existed before such invasive procedures and, further, that Purchaser agrees to and shall indemnify and hold harmless the Seller from any and all liability associated with or arising from it conducting such invasive procedures.

6.2 Results of Due Diligence. In the event Purchaser, in its sole discretion, is not satisfied with the results of any studies, tests, or inspections conducted pursuant to paragraph 6.1 of this Agreement, Purchaser may, by written notice to Seller prior to expiration of the period set forth in paragraph 6.1, terminate this Agreement. In the event this Agreement is terminated pursuant to this paragraph, Seller and Purchaser shall have no further obligations to the other under this Agreement. If Purchaser has not objected to the condition of the Properties within sixty (60) days from the Effective Date, Purchaser shall be deemed to have accepted the properties as-is, where is, condition.

ARTICLE VII

DEFAULT

7.1 Default by Purchaser. In the event of a default by Purchaser, and after expiration of the applicable Notice and Cure period, Seller shall be entitled to terminate this Agreement. Seller further expressly acknowledges and agrees that termination of this Agreement and retention of the Deposit shall be its sole and exclusive remedy for default by Purchaser. Seller acknowledges and agrees that in the event of a default by Purchaser the damages would be difficult or impossible to ascertain. As a result, the parties have agreed the Seller’s sole remedy in the event of a default by Purchaser shall be the retention of Purchaser’s Deposit by Seller.
7.2 Default by Seller. In the event of a default by Seller, and after expiration of the applicable Notice and Cure period, Purchaser may, at its option, rescind this Agreement, or pursue any and all rights and remedies it may have under this Agreement and applicable law, including, without limitation, claims for damages and specific performance.

7.3 Notice and Cure. In the event of a default by either party, the non-defaulting party must provide written notice, in accordance with the terms of this Agreement. The defaulting party shall have thirty (30) days, or a longer period if reasonably required to cure the default by diligent effort, to cure the default to the reasonable satisfaction of the non-defaulting party.

ARTICLE VIII

BROKERS

8.1 Brokers’ Commissions. The Seller shall be responsible for and pay any commission due to the Broker that Seller has retained and shall hold harmless the Purchaser therefrom.

ARTICLE IX

MISCELLANEOUS

9.1 Assignment. Purchaser shall have the right to assign or transfer this Agreement and its rights under this Agreement to any other entity only with the prior written consent of Seller, which consent shall not be unreasonably withheld. Upon such assignment or transfer, Purchaser shall notify Seller and thereafter remain liable for and guarantee the obligations of its Successor.

9.2 Notice. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service to the parties at the following addresses:

SELLER: Eddie Jackson & Sean Jackson
810 Erie Street
Port Huron, MI 48060

PURCHASER: St. Clair County Community College
Attn: Kirk Kramer
323 Erie Street
Port Huron, Michigan 48060

9.3 Survival. Both parties hereby acknowledge and agree that the obligations of this Agreement shall survive the termination of this Agreement.
9.4 **Entire Agreement.** This Agreement, in conjunction with the other documents referenced herein or executed even date herewith, constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

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

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

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

9.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

9.9 **Confidentiality.** The parties agree to keep confidential the terms of this Agreement and the pending transaction, to the extent possible given their completion of due diligence and the undertaking of activities involving third parties.

9.10 **Expenses.** Except as otherwise provided in this Agreement, each party shall bear full responsibility for any costs or expenses, including attorney or other professional fees, they incur in this transaction.

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

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

9.13 **Governing Law.** This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Michigan.
9.14 Seller's Disclosure Statement. Seller and Purchaser acknowledge that a Seller's Disclosure Statement is not required by Michigan's Seller Disclosure Act as the transfer of real estate under this Purchase Agreement is to a governmental entity. MCL 565.953(h).

9.15 Lead-based Paint Disclosure. Purchaser waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards as the buildings on the Properties will be demolished.

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

WITNESSES:

"SELLER"

Eddie Jackson

Date Executed: 11-30-2020

"PURCHASER"

ST. CLAIR COUNTY
COMMUNITY COLLEGE

Sara Rutallie

By: Its: President

Date Executed: 12/11/2020
Exhibit A – Purchase Agreement – Eddie Jackson & Sean Jackson and SC4

810 Erie, Port Huron, MI 48060 Legal Description: S 95 1/3 FT LOT 5 BLK 5 SUBDIVISION OF THE FORT GRATIOT MILITARY RESERVATION COMBO ON 01/15/2013 WITH 06-365-0043-000 & 06-365-0041-000 INTO 06-365-0041-100

Parcel: 74-06-365-0041-100