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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 28, 2026

**CONFIDENTIAL CORRESPONDENCE
ATTORNEY-CLIENT PRIVILEGE**

Mayor Fischer and City Council
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: Agreement with Novi Community Schools (NCS) for Transfer of Property Located in Ella Mae Sports Park

Dear Mayor Fischer and Council Members:

I believe all City Council members are generally aware of the plans by the Novi Community Schools (NCS) to make some significant improvements to its high school campus adjacent to the City Hall/Ella Mae Power Park area of the City's campus. The Finance and Administration Committee (FAC) has heard a more detailed explanation of what NCS would like to do, and has received some preliminary plans reflecting the improvements to the NCS campus. An excerpt of the most recent set of plans our office is attached to help the Council visualize the area of the NCS campus that is the subject of this letter.

While all of the actual buildings/sports field improvements will be occurring on NCS property, NCS has asked the City for the ability to use a portion of City property for two things: stormwater retention and driveway/utility access easement purposes.

Detention Basin

There is an area adjacent to Ella Mae Power Park that currently functions as a retention basin to handle stormwater from a portion of the City's overall campus property. It is circled in the attached plan. NCS would like to enlarge this basin so that a portion of it can be used by NCS, which will need more stormwater storage as a result of the proposed improvements. NCS has concluded that it would make sense for it to actually acquire this property so that it can make whatever improvements it needs to make to it without needing regular involvement by the City. NCS has therefore proposed that the City convey the property to NCS (with nominal consideration), but that the City continue to be able to use not only all of the capacity in the retention basin that it currently uses but also additional capacity in the basin (once it has been improved by NCS) sufficient to handle potential expansions or changes in use on the City's campus—for example, in the event the current police building is redeveloped into some other use.

Our office has been working on a draft “purchase” agreement for the conveyance of the basin area with NCS’s attorney, as well as a form of stormwater easement that would allow the City to continue to use the basin once it has been transferred to NCS. The current, working versions of those two agreements are attached to this letter.

Driveway Access Easement

NCS has also requested the ability to extend what is currently known as “Novi Way Road” to the south along the western edge of the Ella Mae Power Park baseball diamonds area. The area in question is also circled on the attached plan. The easement would also be used by NCS in connection with utility construction.

A copy of that draft easement is also attached. Note that it requires NCS to rebuild the Novi Way Road. Once rebuilt, NCS would bear all maintenance responsibility. (There is a contingency in the event NCS starts work but doesn’t finish it and the easement is never recorded.)

“Sale” of Parks/Master Plan Issue

The basin area is currently considered to be part of Ella Mae Power Park. Several members of Council might recall the additional step in the conveyance process when the City and NCS “swapped” properties in the same general area of the City campus and the NCS campus, as well as the Wildlife Woods and Bosco areas. Some of those areas were designated as “park property” in the City’s Master Plan. As a result of a provision in the Home Rule City Act (HRCA), MCL 117.5(e), a city may not “sell” property that is “required” under a master plan as park property without a vote of the people. As a result of litigation that occurred around the time of the *Sandstone* settlement in the early 2000s, we expect that a court would likely construe the term “sale” of property to include conveyance of that property even without specific monetary consideration (that is, even if the property were conveyed for free). In addition, we understand the term “required” under a master plan to include *any* property that is shown in a master plan as park property.

The way the City addressed this issue both in the *Sandstone* settlement era and more recently with the property swap between the City and NCS was by removing the property to be conveyed from any area shown in the Master Plan as park property. The City Administration proposes—if the Council decides to go forward with this conveyance—to do the same here. Attached for Council’s information is a schedule for having the Planning Commission “open up” the Master Plan for purposes of considering whether to remove the stormwater detention area that NCS is asking be conveyed to it from its designation as part of the Ella Mae Power Park property.

Timing

It is our understanding that the School District would like to begin work within the detention basin area by the end of August. An amendment to the Master Plan requires some time to complete, since there are required notices to other governmental entities and government units, as well as the public, and a requirement for a public hearing, as well as publication of hearing notices and the like. To keep on a schedule that can reasonably accommodate NCS, the City Administration is

Letter to Mayor and Council
May 28, 2026
Page 3

hoping that this matter can be discussed at the City Council's June 8, 2026, meeting, so that at a minimum the Master Plan amendment process can begin.

It is possible that there might be some finetuning of the agreement and/or easements between now and June 8—and potentially even following the June 8 meeting; however, we believe that the proposed transaction is sufficiently clear to allow the City Council to consider it at that meeting.

If you have any questions in the meantime, please don't hesitate to call.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in black ink, appearing to read "Th R Schultz", with a stylized flourish at the end.

Thomas R. Schultz

TRS/jah
Enclosures

cc: Victor Cardenas, City Manager
Cortney Hanson, City Clerk
Jeff Herczeg, Director of Public Works
Charles Boulard, Community Development Director
Elizabeth Saarela, Esq.



EASEMENT DESCRIPTION

[illegible]

PARCEL AREA

PROPOSED PARCEL 1:
4.487.6182 SQUARE FEET = 103.022 ACRES
PROPOSED PARCEL 2:
1.980.8272 SQUARE FEET = 45.832 ACRES

BASIS OF BEARING

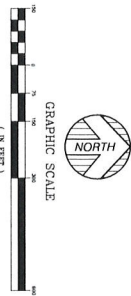
NORTH 89°45'40" EAST, BEING THE NORTH
LINE OF SECTION 27 AND CENTERLINE OF 100
FOOT ROAD, AS DESCRIBED

LEGEND

- [illegible]



Private & Confidential



PROPERTY DESCRIPTION

[illegible]

PARCEL TO BE CONVERTED
LAND SITUATED IN THE CITY OF NOV, CALIF.

LAND ILLUATED IN SECTION 27, TOWN 1 NORTH, RANGE 8 EAST,
COUNTY OF BERNICUS, MISSOURI AS
DESCRIBED AS PART OF THE NORTHEAST 1/4 COMMENCING AT THE NORTH
CORNER OF SAID SECTION 27, THENCE ALONG THE NORTH AND SOUTH
1/4 CORNERS OF SAID SECTION 27, THENCE ALONG THE NORTH AND SOUTH
WEST 1/4 CORNERS OF SAID SECTION 27, THENCE SOUTH 99 DEGREES 40'
WEST, 196.61 FEET; THENCE SOUTH 89 DEGREES 45' MINUTES 40"
WEST, 622.22 FEET TO THE POINT OF BEGINNING, THENCE SOUTH
89 DEGREES 45' MINUTES 40" WEST, 360.00 FEET; THENCE NORTH
89 DEGREES 45' MINUTES 40" WEST, 360.00 FEET; THENCE NORTH
89 DEGREES 45' MINUTES 40" WEST, 360.00 FEET; THENCE SOUTH
89 DEGREES 45' MINUTES 40" WEST, 387.00 FEET TO THE POINT
OF BEGINNING.

PROPOSED PROPERTY DESCRIPTION

[illegible]

DRAWN BY:		NRJ		04/06/26					
CHECKED BY:		ATS		04/06/26					
DATE:		APRIL 06, 2026							
PROJECT NO.	17-03340	SCALE:	1" = 150'						
					REVISION	DATE	BY	DESCRIPTION	

EXHIBIT

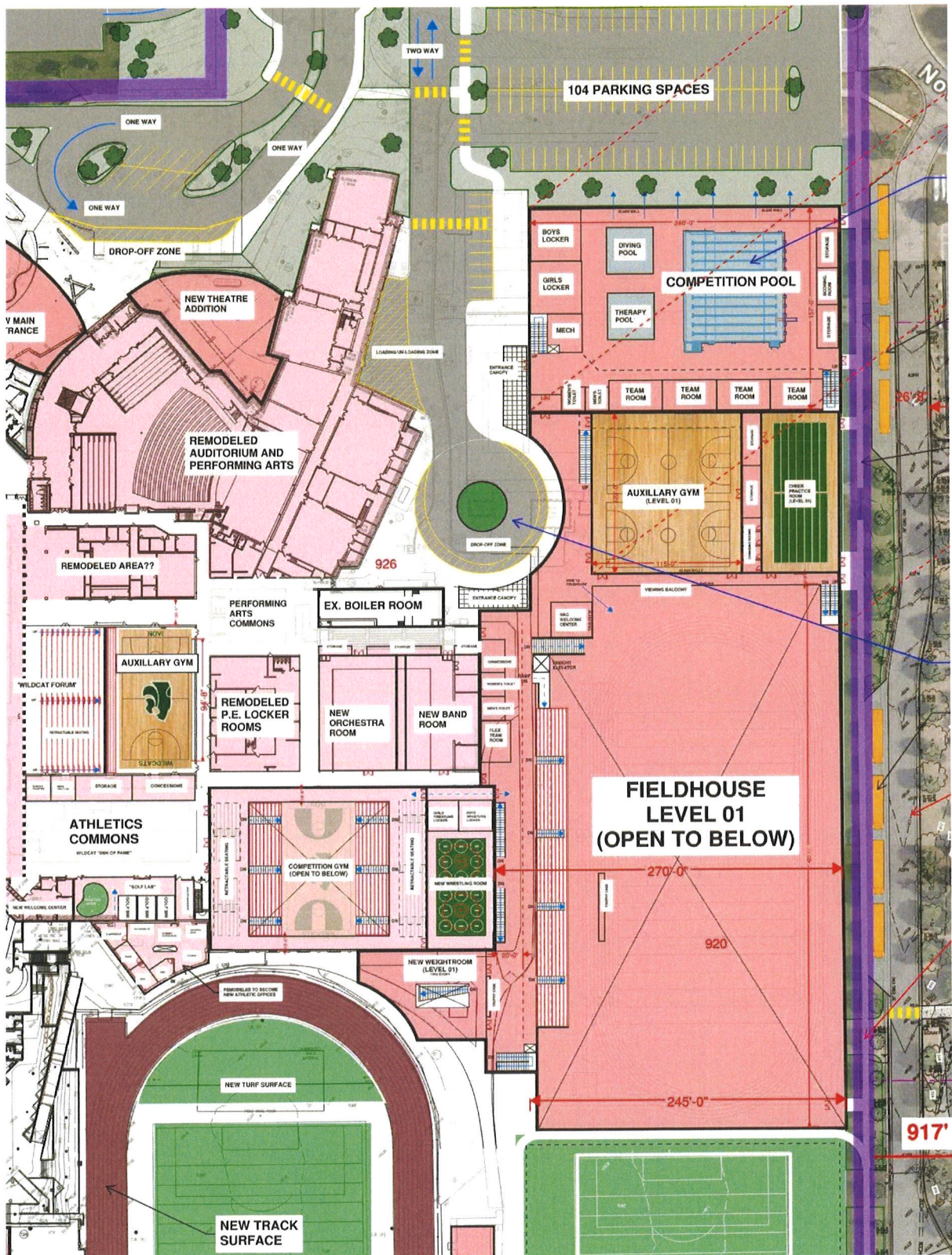
PREPARED FOR: CITY OF NOVI / NOVI COMMUNITY SCHOOLS
TAFT ROAD & 10 MILE ROAD, NOVI, MICHIGAN,
PART OF SECTION 27,
TOWN 1 NORTH, RANGE 8 EAST

KEM-TEC PROFESSIONAL ENGINEERING,
SURVEYING & ENVIRONMENTAL
SERVICES
A GROUP OF COMPANIES

Eastpointe (800) 765-7227	Detroit (313) 758-2677	Ann Arbor (734) 964-0888	Grand Blanc (888) 884-0001
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www.kemtecagroupofcompanies.com

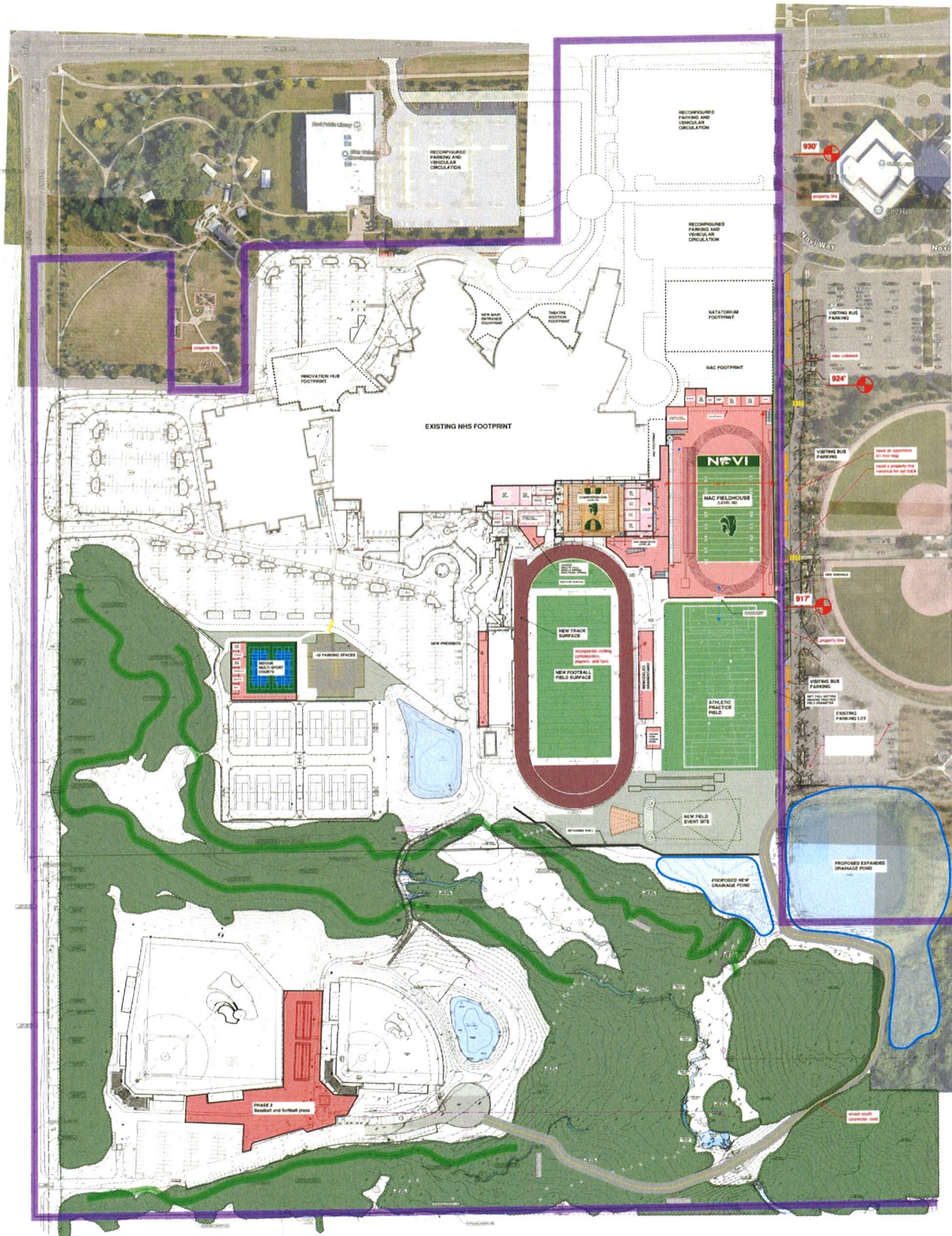




NOVI HIGH SCHOOL
CAMPUS OVERALL CONCEPTUAL PLAN - MAIN LEVEL ENLARGED



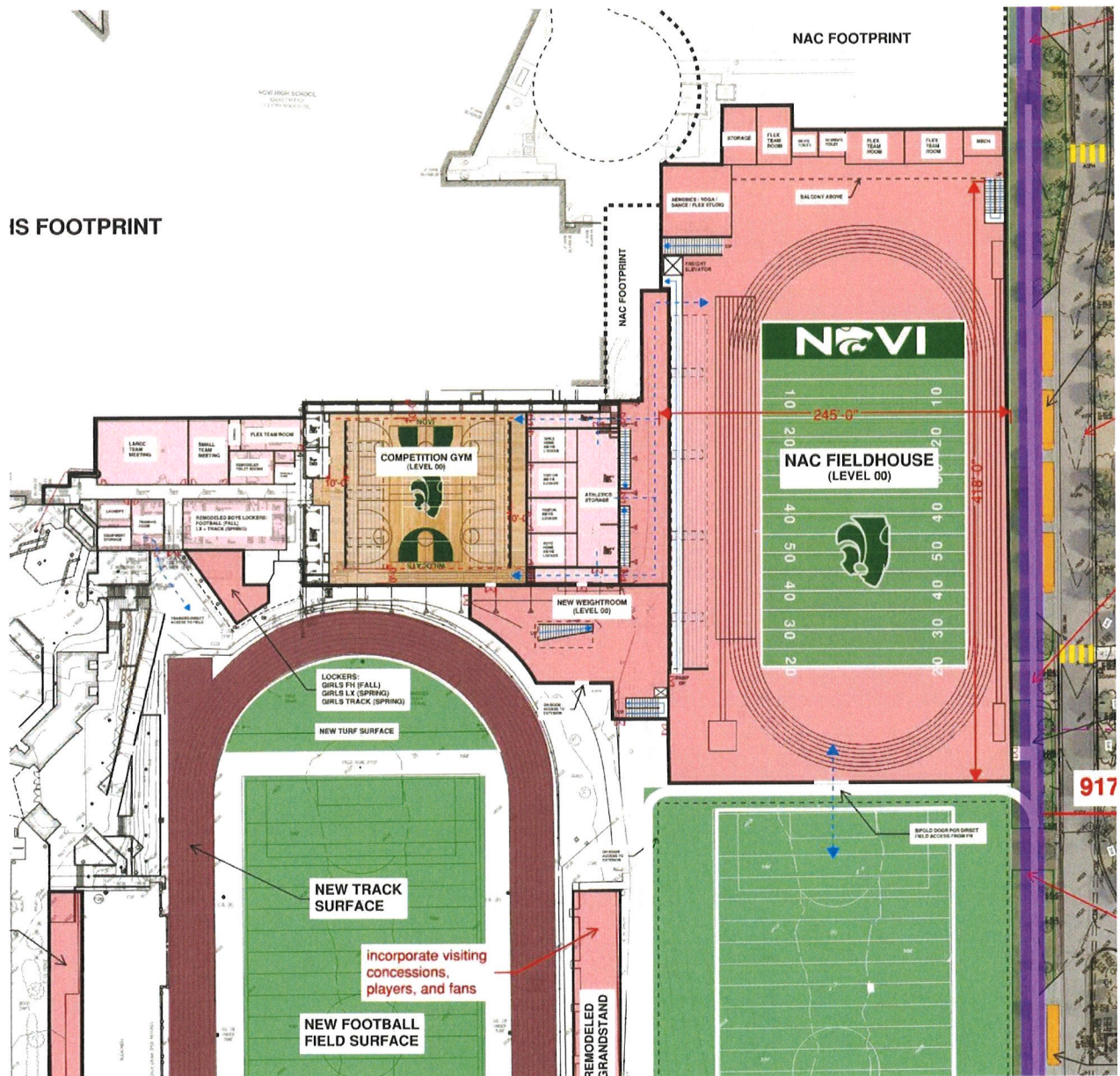
JANUARY 13, 2026



NOVI HIGH SCHOOL
CAMPUS OVERALL CONCEPTUAL PLAN - LOWER LEVEL



JANUARY 13, 2026



NOVI HIGH SCHOOL
CAMPUS OVERALL CONCEPTUAL PLAN - LOWER LEVEL ENLARGED



JANUARY 13, 2026

PURCHASE AGREEMENT

CITY OF NOVI CONVEYANCE TO NOVI COMMUNITY SCHOOL DISTRICT

NOVI COMMUNITY SCHOOL DISTRICT, a Michigan general powers school district, whose address is 25425 Taft Road, Novi, Michigan 48374 (hereinafter referred to as "Purchaser"), hereby offers and agrees to purchase from the **CITY OF NOVI**, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter referred to as "Seller") the following described Premises under the following terms and conditions:

- A. Purchaser is engaged in a project to improve its educational campus at Ten Mile and Taft Roads, which will include a new field house, new athletic practice field, and a competition pool, among other improvements.
- B. The improvements will be placed mostly on property owned by Purchaser, but Purchaser has asked Seller to allow it to use an existing area of property owned by Seller for storm drainage purposes, which would allow Purchaser to make the most efficient use of its property without the need to build substantial drainage structures on Purchaser's property.
- C. Seller is amenable to assisting Purchaser, as another governmental entity serving residents of the City of Novi. However, because the City's property currently serves as a stormwater basin for Seller's property, including both existing and planned buildings and structures, a conveyance to Purchaser must include appropriate easement rights that allow Seller to continue to use the conveyed property for its current and planned uses, including a right to access and maintain the basin, if Seller does not, in accordance with this Purchase Agreement and the Exhibits which are incorporated herein.
- D. The parties enter into this Purchase Agreement with such intentions in mind.

NOW, THEREFORE, the parties agree as follows:

1. The property is situated in the City of Novi, Oakland County, Michigan, and described as follows:

Vacant Land: As depicted on **Exhibit A**, commonly known as the City's drainage area adjacent to Novi High School, and subject to Survey as provided for in Paragraph 5 hereof (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject only to existing building and use restrictions and easements of record. The term "Premises" shall include all real property and all improvements and structures thereon, if any, including all access rights, appurtenances, tenements and hereditaments thereon.

2. Delivery of the form of Warranty Deed attached hereto and marked as **Exhibit B** conveying fee simple marketable title at Closing. The consideration for the Premises shall be as follows and at or following Closing, the identified parties agree to perform as follows:

A. Purchaser shall maintain the Premises in a manner that continues to accommodate the drainage needs for the adjacent City property owned by the Seller, at no cost to the Seller, as described in the form of Easement for Storm Drainage attached hereto as **Exhibit C**;

B. Purchaser shall accommodate future drainage needs of Seller from adjacent City property sufficient to allow development of up to one (1) additional acre of impervious area as described in the Easement for Storm Drainage attached hereto as **Exhibit C**;

C. Purchaser shall improve/beautify the Premises in connection with Purchaser's intended improvements on Purchaser's property, in accordance with its site plan approved by the department of Licensing and Regulatory Affairs ("LARA"), which site plan will be provided to the City for its review and comment a minimum of ten (10) days prior to submitting to LARA for approval, in the spirit of cooperation with the City, but not acquiescing to the City's jurisdiction; and

D. Seller shall provide to Purchaser an Access/Utility Easement for use of Novi Way Road as described in the form of Easement for Access/Utility Easement as described in the Easement attached hereto as **Exhibit D**.

At Closing, Seller shall deliver to Purchaser exclusive possession of the Premises, subject to the requirements set forth above. Upon Closing, Purchaser shall have the full right to enlarge, deepen, modify or expand the stormwater basin located on the Premises and on current school district owned property, in accordance with applicable ordinances and statutes, to accommodate future development and expansion on the High School property; however, such right shall be subject to the requirements set forth above. The Closing of this sale shall take place at the office of the School District's Superintendent, or as otherwise agreed to by the parties.

3. In the event of default of the terms and conditions of this Agreement by Purchaser hereunder, Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder and terminate this Agreement.

4. In the event of default of the terms and conditions of this Agreement by Seller hereunder, Purchaser may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder and terminate this Agreement.

5. As evidence of title, Purchaser agrees to furnish Seller as soon as possible, at Purchaser's sole cost and expense, a Commitment for an ALTA Owner's Policy of Title Insurance without the non-survey related standard exceptions (the "Commitment"), issued by First American Title Insurance Company, 5445 Corporate Drive, Suite 175, Troy, Michigan 48098, together with copies of all underlying title exception documents described in such Commitment (the "Title Company") in an amount of \$25,000.00 bearing date later than the acceptance hereof which policy pursuant thereto to be issued insuring Purchaser (the "Commitment"). In the event that Purchaser does not close on the Premises for any reason whatsoever, other than Seller's default under this Agreement, Purchaser shall

pay the Title Company for the cost of the Title Commitment. The Title Company will also produce the endorsements Purchaser determines are necessary, in Purchaser's sole determination. Purchaser will be responsible for payment of all endorsements that Purchaser determines are needed. Purchaser shall procure during the Inspection Period, at Purchaser's sole cost and expense, an ALTA survey which accurately describes and reflects the Premises and is sufficient for the Title Company to issue a Policy for Title Insurance without the standard exceptions, which Survey shall establish the acreage and legal description for the Premises, as defined in Paragraph 11 below, and as necessary to obtain the Lot Split and Combination required by Paragraph 11(E) below, which accurately describes and reflects the Premises (the "Survey"). Once said Survey is obtained and accepted by Seller and Purchaser, the legal description in the Survey shall become the legal description of the Premises. If the Survey contains a different legal description than the description identified in the Commitment, at Closing, the parties shall reasonably cooperate with the Title Company to agree upon a description for the Closing. At Closing, Purchaser shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

6. If written objection to the Commitment and/or Survey is made by Purchaser that the Commitment and/or Survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either: (1) remedy the defects set forth in said written notice; or (2) terminate this Agreement if unable or unwilling to remedy Purchaser's objections. If Seller advises Purchaser that Seller is unable or unwilling to remedy Purchaser's title/Survey objections, Purchaser shall have the right, as its sole remedies to either: (1) waive its uncured Commitment/Survey objections, in which event this Agreement shall continue in effect; or (2) terminate this Agreement by written notice to Seller, in which event the parties shall have no further obligations or liabilities hereunder. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within in accordance with Paragraph 11 below.

7. The parties acknowledge and agree that the Premises are not currently subject to any real or personal property taxes. The Purchaser shall be responsible for all transfer taxes, if any, all closing costs, recording fees, and for the cost of any title insurance endorsements requested by Purchaser.

8. This Agreement and all of Purchaser's obligations hereunder are expressly contingent upon all of the following:

A. Purchaser's satisfaction, with the Premises following Purchaser's Surveys, testing, analysis, inspection and evaluation of the Premises, the improvements thereon and Purchaser's development and use thereof ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days from after the Date of this Agreement ("Inspection Period"), as may be extended pursuant to Paragraph 8(C) below, in which to conduct such Surveys, investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises and all improvements thereon; (ii) an environmental analysis, and investigation of the Premises; (iii) a verification that there are no existing special assessments affecting the Premises or

any improvements thereon; (iv) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer, septic tank and field feasibility and telephone services and systems; (v) making soil tests, borings and other engineering, environmental and architectural tests and evaluations including, but not limited to, a Phase I or Phase II Environmental Site Assessment ("ESA"); (vi) reviewing and analyzing any leases, if any, that are applicable to the Premises in order to determine if the same are renewable, terminable, assignable, etc. and how the same may affect Purchaser's use of the Premises; (vii) reviewing and analyzing all applicable zoning laws, building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises and the availability of the zoning the Premises for Purchaser's intended use; and (viii) analyzing the results of any Survey.

B. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations. In the event that Purchaser determines, in Purchaser's sole discretion, that it is dissatisfied with the results of Purchaser's Evaluations, Purchaser may rescind and terminate this Agreement without penalty or liability. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. However, if Seller has in its possession any such tests, reports, analysis, leases or surveys relating to the subject Premises it shall provide a copy of the same to Purchaser within ten (10) days from the Date of this Agreement. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 8.

C. In the event Purchaser's inspection of the Premises shows that the soil, groundwater or any portion of the Premises is contaminated, Purchaser may either: i) terminate this Agreement; or ii) conduct a Phase II Environmental Assessment of the Premises. Purchaser shall have the right to conduct such Phase II inspection for a period of sixty (60) days following the date of the environmental report establishing such contamination. If the results of the Phase II Environmental Assessment establish contamination, Purchaser may either: i) terminate this Agreement; or ii) prepare a Baseline Environmental Report or any other report necessary for submission to federal, state or local agencies within sixty (60) days following the date of the Phase II Environmental Assessment Report.

D. Purchaser receiving the following approval ("Approval") during the Inspection Period:

- (i) Obtain State of Michigan Department of Licensing and Regulatory Affairs (hereinafter "LARA") approval for its proposed improvements.

E. On or before the expiration of the Inspection Period, Seller shall be obligated to obtain lot split/combination approval from the City of Novi's Assessor to separate the Premises from its larger parent parcel (Sidwell No: 22-27-100-010) and combine it with Purchaser's adjacent real property (Sidwell No: 22-27-100-009), all as confirmed by the Survey required in Paragraph 5, at or prior to Closing (the "Lot Split").

Purchaser shall diligently and without delay, pursue the satisfaction of all contingencies and Approval specified in this Paragraph 8. In the event that Purchaser is unable to obtain the above-referenced

Approval during the Inspection Period, or any Extension Period, if any, Purchaser may rescind and terminate this Agreement without penalty or liability or waive the Approval and proceed to Closing, in its sole discretion.

9. The Seller represents, warrants and covenants to Purchaser the following as of the Date of this Agreement and as of the date of Closing:

A. To the best of its knowledge, there is no pending litigation affecting all or any part of the properties, or its interest therein.

B. To the best of its knowledge, there are no unrecorded options, rights of first refusal, licenses, rental agreements, leases, or other rights of occupancy outstanding in respect of the Premises.

C. To the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the property as defined in any federal, state or local law, regulation, rule, statute or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or upon the properties.

D. Seller will complete Purchaser's environmental consultant's standard owner's questionnaire in pursuance of Purchaser obtaining a Phase I ESA.

E. The Premises are encumbered by two separate agreements from the Land and Water Conservation Fund ("LWCF"), one from 1978 and one from 1980 in connection with grants for recreation improvements. Seller is currently in the process of having the encumbrances removed through a process known as "conversion," under which the encumbered land is replaced with other recreational land. Seller represents that, to the best of its knowledge, the LWCF encumbrances do not prohibit the conveyance to the Purchaser.

F. To the best of its knowledge, the existing stormwater basin located on the Premises is currently sized appropriately for the Seller's existing use and is sufficient for its current drainage requirements.

10. The parties acknowledge that the Premises are a required park under the official master plan of the Seller. Seller shall commence the process to remove the Premises from the official master plan of the Seller immediately following the Effective Date, in order to allow it to be conveyed to Purchaser, and shall diligently pursue such master plan amendment. If Seller fails to meet the obligation in the preceding sentence by _____, 2026, then either party may terminate this Agreement and neither party shall have any liability or responsibility to the other under this Agreement.

11. If title can be conveyed in the condition required within this Agreement, Purchaser agrees to complete the sale and close within thirty (30) days of the later of the satisfaction of the conditions listed in Paragraph 8 of this Agreement or delivery of the Commitment of Title Insurance to Purchaser in accordance with Paragraphs 5 and 6 hereof (the "Closing"). At Closing, Seller shall execute and/or deliver or cause to be delivered to Purchaser each of the following instruments and documents: (A) a Closing Statement(s) executed by Seller and Purchaser; (B) FIRPTA certificates, if required; (C)

such proof of Seller's authority and authorization to enter into this Agreement and perform Seller's obligations under this Agreement as may be reasonably required by the Title Company; (D) Title Affidavit covering the Closing date and showing title in Seller subject only to any permitted title exceptions as provided for by Paragraph 5 of this Agreement; (E) the Warranty Deed in the form attached hereto as **Exhibit A**; (F) possession of the Premises; (G) Legal Description of the Premises before and after the Lot Split and Combination; and (H) such other documents and instruments as may be reasonably required by the Title Company or to carry out the terms and intent of this Agreement. The transaction contemplated by this Purchase Agreement has been negotiated between Seller and Purchaser, this Agreement reflects the mutual agreement of Seller and Purchaser it being the express intention of Seller and Purchaser that the Premises will be conveyed and transferred to Purchaser in its present "As-Is" condition.

12. For the purposes of the transaction contemplated by this Agreement, the "Date of this Agreement" is the date of acknowledgment of the signature of the last party to sign this Purchase Agreement.

13. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

14. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state.

16. Seller acknowledges that no broker or real estate agency is involved in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of such party's breach of the foregoing warranty.

17. This Agreement may be executed in one or more counterparts, all of which together will for all purposes constitute one Agreement binding upon the parties. Facsimile and electronic copies of signatures shall have the same force and effect as original signatures.

18. This Agreement along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Agreement may be amended only by a writing signed by the parties.

PURCHASER:
NOVI COMMUNITY SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

SELLER:
CITY OF NOVI

By: _____

Its: _____

Date: _____

DRAFT

EXHIBIT A

DESCRIPTION OF THE PREMISES

DRAFT

EXHIBIT B

WARRANTY DEED

WARRANTY DEED

This Indenture made the ____ day of _____, 2026 between the City of Novi, a Michigan municipal corporation (hereinafter called the "Grantor"), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, Novi Community School District, a Michigan general powers school district (hereinafter called Grantee"), whose address is 25425 Taft Road, Novi, Michigan 48374. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Troy, Oakland County, Michigan, described as:

Vacant Land, subject to Survey as provided for in Paragraph 5 hereof (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the consideration described in the Purchase Agreement entered into by and between the Grantor and the Grantee dated _____, 2026.

Subject only to existing building and use restrictions and easements of record as set forth in the Title Commitment prepared by First American Title Insurance Company, Commitment No. _____, dated _____.

Grantor grants to Grantee the right to make all legally permissible divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:
CITY OF NOVI**

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On ____ day of _____, 2026, before me, the undersigned notary public in and for said County, personally appeared _____ of the City of Novi, to me known to be the same person who executed the within instrument on behalf of the City of Novi, and who acknowledges the same to be the free act and deed of the City of Novi.

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires: _____

This Instrument Drafted By:

Dana L. Abrahams
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, MI 48009

When Recorded Return to:

Dana L. Abrahams
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, MI 48009

Recording Fee: _____

Transfer Tax: _____

Part of Sidwell No: 22-27-100-010

EXHIBIT C

EASEMENT FOR STORM DRAINAGE

DRAFT

EXHIBIT D

ACCESS/UTILITY EASEMENT

DRAFT

**EASEMENT AGREEMENT FOR STORM WATER
AND SURFACE DRAINAGE**

THIS EASEMENT AGREEMENT FOR STORM WATER AND SURFACE DRAINAGE (the "Easement Agreement") is made this ____ day of _____, 2026, by and between Novi Community School District, a Michigan general powers school district, whose address is 25425 Taft Road, Novi, Michigan 48374 (hereinafter referred to as "Grantor"), and the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, MI 48375, (hereinafter referred to as Grantee).

RECITALS

- A. Grantor is title holder of the property described in the attached and incorporated, **Exhibit A** (hereinafter referred to as the "Property"). Grantor also owns property adjacent to the Property described in the attached and incorporated **Exhibit B** (hereinafter referred to as the "Grantor's Property"). Grantee also owns property adjacent to the Property and is the title holder of the property described in the attached and incorporated, **Exhibit C** (hereinafter referred to as the "Grantee's Property").
- B. Grantor acquired the Property from Grantee for use as a stormwater basin to accommodate storm drainage from Grantor's educational campus, including planned improvements such as athletic fields and buildings.
- C. At the time of the acquisition, the Property was utilized by Grantee, as a stormwater basin to accommodate storm drainage from Grantee's Property, which houses the City's government campus. Additionally, at the time of acquisition the Grantor's Property, as well as the City's public library site, also drained into the stormwater basin located on the Property.
- D. Grantee's determination to convey the Property to Grantor for its use and development was expressly subject to Grantor's promise to allow Grantee to continue to use the Property through this Easement Agreement based on Grantee's current storm drainage requirements on the Property as well as allow for expanded development on Grantee's Property by providing additional volume as described herein.
- E. Grantor agrees to accommodate Grantee's existing use of the Property, and to provide an additional 20,000 cubic feet of storage volume for future expansion of the City's facilities on Grantee's property (hereinafter referred to as the "Permitted Additional Volume"); provided that, Grantor can use the Property for its drainage needs and additionally has

the right to enlarge, deepen, modify, or expand the stormwater basin located on the Property and on Grantor's Property, subject to this Easement Agreement.

NOW, THEREFORE:

Grantor, in consideration of One Dollar (\$1.00), receipt and sufficiency of which is hereby acknowledged, does reserve and grant, on behalf of itself, its successors, assigns, and transferees, a private, nonexclusive, perpetual easement for purposes of storm water and surface drainage, over, upon, across, in, through the Property (hereinafter referred to as the "Easement Area").

This easement is for the benefit of Grantee and its successors, assigns, and transferees of Grantee. Storm water and surface drainage from the Grantee's Property shall be permitted to discharge and flow over, upon, across, through and under the Easement Area as it existed prior to acquisition of the Property by Grantor, and Grantor shall accommodate future drainage needs of Grantee from Grantee's Property, based on the Permitted additional Volume.

The existing storm drainage system, including but not limited to the detention/retention basin located on the Property (the "Improvements") within the Easement Area shall be maintained in a good and useful condition by Grantor. Grantor shall also have full access to connect to and use the Easement Area and the Improvements for its storm water and surface drainage purposes, including the right to enlarge, deepen, modify, or expand the stormwater basin located on the Property and/or on Grantor's Property.

In the event that Grantor shall at any time fail to carry out the maintenance responsibilities specified within this Easement Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention/retention facilities in reasonable order and Improvements in a good and functional condition, Grantee may serve written notice upon Grantor setting forth the deficiencies in maintenance and/or repair (the "Deficiencies") along with a demand that the Deficiencies be cured within a stated reasonable time period. In the event the Grantor fails to cure the Deficiencies within said stated reasonable time period, Grantee may provide Grantor with the date, time and place for a hearing before Grantee for the purpose of allowing Grantor an opportunity to be heard as to why Grantor did not proceed with the correction of the Deficiencies.

At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or the failure Deficiencies have not been corrected within the time specified in the notice, as determined by Grantee in its reasonable discretion, Grantee shall thereupon have the power and authority, but not the obligation, to enter upon the Easement Area, or cause its agents or contractors to enter the Easement Area, to perform such obligation or take such corrective measures as reasonably found by Grantee to be appropriate or necessary with respect to the Improvements within the Easement Area. The cost and expense of making and financing such actions by Grantee, including notices by Grantee and reasonable legal fees incurred by the City shall be paid to Grantee within thirty (30) days of Grantor's receipt of an invoice detailing the costs incurred. In the discretion of Grantee, such costs and expenses may be determined by a legal proceeding initiated against Grantor, and, in such event, the prevailing party shall pay all court costs and reasonable attorney fees in connection with such proceeding.

Each Party to this Easement Agreement shall be responsible for the acts and omissions of their respective employees, officials, administrators, officers, agents, contractors, representatives and any other person or entity associated with such Party. Except as provided in this Agreement, neither Party shall have any right under any legal principal to be indemnified by the other Party. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Agreement.

For purposes of the activities herein, the subject properties shall be subject to and burdened by temporary easements over such portions of such immediately adjacent parcels as are reasonably necessary for the performance of the required maintenance or repairs.

Grantor shall be prohibited from altering or placing anything in the Easement Area which shall obstruct or impede the flow of storm water or surface drainage from the Grantee's Property. Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described Easement Area, or to develop or allow the development of the Easement Area in any manner which obstructs the flow of storm water drainage from Grantee's Property. However, Grantor may construct and/or install surface improvements to the Property that do not interfere with use, operation and maintenance of the Easement Area by Grantee.

Grantee, with reasonable notice to Grantor, shall be permitted to enter upon the Easement Area and sufficient land adjacent to said Easement Area for the purpose of exercising the rights and privileges granted herein.

This Easement does not grant or convey to Grantee or any member of the general public any right of ownership, possession or use of the Easement Area. Nothing in this Easement Agreement shall be construed as creating any rights or benefits to any third parties.

This Easement Agreement shall run with the land and shall be binding upon and insure to the benefit of the Grantor, Grantee and their respective representatives, successors, transferees, and assigns.

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have affixed their signatures this ____ day of _____, 2026.

GRANTOR:

NOVI COMMUNITY SCHOOL DISTRICT

By: _____

Is: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me, personally appeared the above-named _____, the _____ of Novi Community School District, a Michigan general powers school district, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as its free act and deed.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

GRANTEE:

CITY OF NOVI, a Michigan municipal corporation

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ____ day of _____, 2026, before me, personally appeared the above-named Justin Fischer, the Mayor and Cortney Hanson, the City Clerk of the City of Novi, and executed the foregoing instrument and acknowledged that they executed the same on its behalf.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela
Rosati, Schultz, Joppich, & Amtsbuechler P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

WHEN RECORDED, RETURN TO:

Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48334

DRAFT

EXHIBIT A

(Legal Description – of the Property, which is the same legal Description of the Property)

DRAFT

EXHIBIT B

(Legal Description of Grantor's Property)

DRAFT

EXHIBIT C

(Legal Description of Grantee's Property)

DRAFT

EASEMENT FOR DRIVEWAY ACCESS AND UTILITY CONSTRUCTION

THIS EASEMENT FOR DRIVEWAY ACCESS AND UTILITY CONSTRUCTION ("Easement"), is made and entered into on _____, 2026, by and between the **CITY OF NOVI** ("Grantor"), a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, and **NOVI COMMUNITY SCHOOL DISTRICT** ("Grantee"), a Michigan general powers school district, whose address is 25425 Taft Road, Novi, Michigan 48374. Grantor and Grantee shall each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Grantor is the owner of a parcel of property which is known as the City's government campus located at 45175 Ten Mile, Novi, Michigan 48375, situated in the City of Novi, County of Oakland, and is legally described on **Exhibit A**, attached hereto and incorporated herein by reference ("Grantor's Property"), which property contains an internal access road, commonly known as Novi Way Road; and

WHEREAS, Grantee is the owner of a certain parcel of real property for which Grantee is in the process of improving its educational campus situated at Ten Mile and Taft Roads, adjacent to Grantor's Property, in City of Novi, County of Oakland, and is legally described on **Exhibit B**, attached hereto and incorporated herein by reference ("Grantee's Property"); and

WHEREAS, the School District's improvements to its educational campus are to be placed on property owned by Grantee and a new watermain/new storm sewer, or both, may be located on a portion of Grantor's Property; and Grantee has requested that Grantor allow access to and the right to improve and to use Novi Way Road for utility construction in accordance with the terms and conditions contained herein for additional access to Grantee's Property, which would allow Grantee to make the most efficient use of its property; and

WHEREAS, Grantee desires to obtain a perpetual, non-exclusive easement over and through a portion Grantor's Property, specifically being Novi Way Road, to access Grantee's Parcel, and Grantor is willing to grant said easement according to the terms and conditions set forth herein; and

WHEREAS, this Easement is exempt from real estate transfer taxes pursuant to MCL §207.505(a), and §207.526(a), because the value of consideration is less than One Hundred Dollars (\$100).

NOW, THEREFORE, in consideration of \$1.00, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. **Grant and Purpose of Easement.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee a perpetual, non-exclusive driveway access easement for ingress and egress to and from Grantee's Parcel over, upon, across and through a portion of Grantor's Property, being the Novi Way Road located on Grantor's Property in order to access Grantee's Parcel, and for the installation of new utilities as part of improving Grantee's educational campus which easement is located on Grantor's Property and both are depicted and legally described on **Exhibit C**, attached hereto and incorporated herein by reference (the "Driveway Access and Utility Construction Easement Area"). The Driveway Access and Utility Construction Easement Area may be used by Grantee to allow cars, trucks and buses ingress and egress to and from Grantee's Parcel by Grantee, its agents, employees, contractors, students, licensees and invitees, and to construct utilities

under, over and adjacent to the Driveway Access and Utility Construction Easement Area and such Driveway Access and Utility Construction Easement Area shall be available twenty-four hours a day, seven days a week and three hundred and sixty-five days a year.

2. **Term of Easement.** This Easement shall run with the land.

3. **Reconstruction of Novi Way Road.** As part of Grantee's improvements to its educational campus, Grantee, at its sole cost and expenses, shall rebuild Novi Way Road, as necessary for Grantee's and Grantor's use, which plans and specifications will be designed and constructed by Grantee and approved by Grantor prior to commencement of such construction. It is understood by the Parties that the plans and specifications will allow Grantee to have up to 52 feet, a two foot tolerance from the existing location of Novi Way Road, within the Driveway Access and Utility Construction Easement Area, understanding that such construction cannot affect the sidewalk on the south side of the Driveway Access and Utility Construction Easement Area, or remove any trees on the east side and with the further understanding that the trees on the west side of the Driveway Access and Utility Construction Easement Area will be removed.

4. **Maintenance, Repair and Insurance.** Once Novi Way Road is rebuilt and is fully constructed by Grantee within the Driveway Access and Utility Construction Easement Area (the "Driveway Improvements"), Grantee shall: (i) bear full responsibility for maintenance of the Driveway Access and Utility Construction Easement Area" (including snow and ice removal); and (ii) procure, maintain and keep in effect, at its sole cost and expense, commercial general liability insurance on the Driveway Access and Utility Construction Easement Area with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, minimum limits of \$3,000,000.00 on account of bodily injuries or death of more than one person, and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may from time to time, but not more than once every three (3) years, reasonably request. However, as the owner of Grantor's Property Grantor shall also insure Grantor's Property in the same amounts as required above for Grantee.

5. **Contingency.** Although the Parties to this Easement will be executing the same prior to completion of the Driveway Improvements referenced above, Grantor agrees to hold this executed Easement in trust and shall not record this Easement with the Oakland County Register of Deeds until Grantee has provided Grantor with its written permission to release and record the same once the Driveway Improvements on Grantor's Property are completed by Grantee. In the event that the Driveway Improvements are not completed and reasonably approved by Grantor within _____ () days of the date of this Easement, Grantor shall agree to destroy this Easement and the Parties shall have no further obligations to one another hereunder. Additionally, Grantee shall be responsible for maintenance of the Driveway Access and Utility Construction Easement Area in general, including any necessary repairs or replacement of all Driveway Improvements within the Driveway Access and Utility Construction Easement Area. Notwithstanding the above, Grantor shall share in all future expenses with Grantee related to maintaining the Driveway Improvements within the Driveway Access and Utility Construction Easement Area. After any such repair, improvement or replacement, Grantee shall provide Grantor with an invoice showing the work completed and the cost for the same, and Grantor shall reimburse Grantee for half of each invoice within thirty (30) days or receipt of the invoice from Grantee.

6. **Liability.** Each Party to this Easement shall be responsible for the acts and omissions of their respective employees, officials, administrators, officers, agents, contractors, representatives and any other person or entity associated with such Party. Except as provided in this Easement, neither Party shall have any right under any legal principal to be indemnified by the other Party. This Easement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Easement.

7. **Recording of Easement.** This Easement shall be executed in recordable form and shall be recorded with the Oakland County Register of Deeds.

8. **Governing Law.** This Easement shall be construed in accordance with the laws of the State of Michigan.

9. **Entire Agreement.** This Easement, including attached Exhibits, contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the day and year first above written.

GRANTOR:
CITY OF NOVI, a Michigan municipal corporation

By: _____
Justin Fischer, Mayor

By: _____
Cortney Hanson, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this _____ day of _____, 2026, before me personally appeared the above-named Justin Fischer, the Mayor and Cortney Hanson, the City Clerk of the City of Novi, and executed the foregoing instrument and acknowledged that they executed the same on its behalf.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

GRANTEE:
NOVI COMMUNITY SCHOOL DISTRICT

By: _____
Ben Mainka

Its: Superintendent

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this ____ day of _____, 2026 before me personally appeared Ben Mainka, Superintendent of Novi Community School District, a Michigan general powers school district, to me known to be the same person who executed the within instrument on behalf of Novi Community School District and who acknowledges the same to be the free act and deed of Novi Community School District.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

This Instrument Drafted By:
Dana L. Abrahams, Esq.
CLARK HILL PLC
200 Park Street, Suite 200
Birmingham, MI 48009

When recorded return to:
Dana L. Abrahams, Esq.
CLARK HILL PLC
200 Park Street, Suite 200
Birmingham, MI 48009

Part of Sidwell No. 22-27-100-010

EXHIBIT A

GRANTOR'S PROPERTY

DRAFT

EXHIBIT B

GRANTEE'S PROPERTY

DRAFT

EXHIBIT C

DRIVEWAY ACCESS AND UTILITY CONSTRUCTION EASEMENT AREA

DRAFT

POSSIBLE TIMELINE FOR CONSIDERATION/APPROVAL OF NOVI HIGH SCHOOL REQUEST TO AMEND MASTER PLAN

5.11.26

AGGRESSIVE		
DATE	WHO	WHAT
OPTIONAL?	6.8.26 CC	PROPERTY EXCHANGE AGREEMENT APPROVAL BY CITY COUNCIL ??
	5.15.26	OR AT A MINIMUM DRAWINGS, LEGAL DESC, NARRATIVE SUBMITTED TO CITY SHOWING REQUEST
	6.4.26 STAFF	STAFF COMPLETES DRAFT MASTER PLAN AMENDMENT, MAPS, CHANGE IN WORDING
OPTIONAL?	6.10.26 MPZC	MASTER PLAN AND ZONING COMMITTEE REVIEWS CHANGES/RECOMMENDS TO PC (NOT REQUIRED BUT MIGHT BE HELPFUL)?
	6.11.26 STAFF	SEND PUBLIC HEARING TO NOVI NEWS FOR PLANNING COMMISSION PH TO BE HELD ON 7.8.26
	6.18.26 STAFF	OFF-WEEK PACKET TO VICTOR TO SHARE AS NEEDED
	7.8.26 * PC	PUBLIC HEARING FOR CONSIDERATION TO APPROVE RESOLUTION TO 1. OPEN THE PLAN REVIEW PROCESS 2. RECOMMEND TO COUNCIL THE PROPOSED MASTER PLAN AMENDMENTS 3. AUTHORIZE THE MAILING OF A NOTIFICATION OF THE OPENING OF THE MPLU TO ALL REQUIRED ENTITIES ONCE THE DRAFT AMENDMENTS ARE APPROVED FOR DISTRIBUTION BY CITY COUNCIL
	7.27.26 CC	COUNCIL REVIEWS AMENDMENT FOR APPROVAL OF DISTRIBUTION AND LEAVES FINAL APPROVAL WITH THE PC
	7.28.26 STAFF	SEND NOTICES OF AMENDMENT TO THOSE AS REQUIRED FOR AN ENTIRE MASTER PLAN UPDATE
	OAK CO	OAKLAND COUNTY PROVIDES COMMENTS ON AMENDED MASTER PLAN
	9.9.26 PC	PUBLIC HEARING TO BE HELD 42 DAYS AFTER THE COUNCIL APPROVES DISTRIBUTION

9.9.26 PC PC ADOPTS PROPOSED AMENDMENTS/ADOPTS SUBJECT TO MODIFICATIONS OR POSTPONES

OPTIONAL

CC ASSUMING THE CC LEFT FINAL APPROVAL TO PC

EFFECTIVE DATE - IMMEDIATE COULD BE SPECIFIED, NEED SIGNATURES

9.10.26 STAFF DISTRIBUTE THE PLAN TO ALL ENTITIES THAT RECEIVED THE PLAN FOR COMMENT

ASAP STAFF GET THE UPDATED PLAN ON THE WEBSITE

*LINDSAY OUT OF THE COUNTRY ON 6.24 PC DATE