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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 17, 2025

**CONFIDENTIAL CORRESPONDENCE
ATTORNEY-CLIENT PRIVILEGE**

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

RE: Purchase of Thirteen Mile Road Property for New Fire Station No. 2

Dear Mayor and Councilmembers:

This is an update on the activities in connection with the potential purchase of property on Thirteen Mile Road east of Novi Road for the new site of Fire Station No. 2. Council will recall that the matter was discussed in closed session on June 2, 2025, with a motion made by City Council after exiting the open session to proceed forward with actions necessary to purchase the property. Enclosed is a copy of the Agreement that the City's contractor for the police and fire improvement project, Plante Moran Realpoint (PMR), signed with the owners of the property effective June 20, 2025. The purchase price for the property is, as discussed in the closed session, \$850,000. The Agreement does state that it was signed by PMR "on behalf of" a client, which is of course the City.

Also enclosed for your review is an "Assignment and Assumption Agreement" between the City and PMR under which PMR is assigning the Purchase Agreement to the City of Novi to finalize all activities and close on the property. The assignment is anticipated in the Purchase Agreement. It is our expectation that the City Council will be presented with the Assignment Agreement making the City, rather than PMR, the purchaser of the Thirteen Mile Road property at its meeting on July 28, 2025. The purpose of this letter is primarily to give Council a heads up that that will be occurring.

Also, a brief update on the due diligence for the property. The City did have a Phase I conducted on the property already. It resulted in a determination that the property is adjacent to a former orchard, and that the property may have some contamination related to that former agricultural status (like many properties in the area). The City has ordered a Phase II environmental report to be prepared and that is underway.

The City has also secured an ALTA survey of the property, a copy of which is enclosed. From an initial review, it does not appear that there are any significant issues with respect to encroachment

Letter to Mayor and Council
July 17, 2025
Page 2

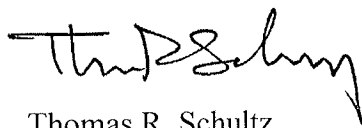
onto the property. Finally, we are enclosing the title commitment for the site, which also does not disclose significant issues affecting title.

Again, this matter will be on the City Council's agenda on July 28, 2025, for consideration of accepting Assignment and Assumption of the Purchase Agreement signed by PMR, to confirm that the City wants to purchase the property and go forward with this acquisition.

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", written over a horizontal line.

Thomas R. Schultz

TRS/jah
Enclosures

cc: Victor Cardenas, City Manager
Cortney Hanson, City Clerk
Charles Boulard, Community Development Director
Erick Zinser, Director of Public Safety

**LAND PURCHASE AGREEMENT &
OFFER TO PURCHASE REAL ESTATE**

This OFFER TO PURCHASE REAL ESTATE (the "**Agreement**") is made this 20 day of JUNE, 2025 (the "**Effective Date**"), by and between Plante Moran Realpoint, LLC ("**Purchaser**") on behalf of its client, to Amira Bajoka and Elie Alkobtawi (jointly, "**Seller**").

- Offer to Purchase** 1. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, land located in the City of Novi, Oakland County, State of Michigan, parcel number 22-02-400-008 and commonly known as 42000 W 13 Mile Road, Novi, MI, 48377, and more properly described in the attached Exhibit A, together with all tenements, hereditaments and appurtenances, all easements, rights of way, air, oil, gas, mineral and riparian rights, and all improvements thereon, all of which hereinafter collectively are referred to as the "Property", upon the following terms and conditions.
- Purchase Price** 2. The purchase price for the Property is Eight Hundred Fifty Thousand Dollars, (\$850,000.00), net of any rights-of-way ("Purchase Price"), and subject to the following adjustments and prorations which shall be computed in the following manner:
- A. All taxes and assessments that have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Purchaser as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments that have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments that have not become a lien on the Property shall be paid by Purchaser either in full at closing, or, if applicable, in installments. Seller shall pay the cost of all utilities and service charges for the entire Property through and including the date of transfer of possession and occupancy to Purchaser.
- Terms of Payment and Deposit** 3. The Purchase Price shall be paid by Purchaser to Seller at Closing by certified or cashiers' check or wire transfer.
- Upon acceptance and execution of this Agreement by Seller, Purchaser shall, within five (5) business days, deposit the sum of **\$15,000.00** ("Deposit") in certified funds or cashiers' check, as an earnest money deposit to Seaver Title Agency ("Title Company"). The Deposit shall be applied to reduce the funds due at Closing or shall be refunded to Purchaser or retained by Seller in accordance with the terms of this Agreement.
- Evidence of Title and Title Examination** 4. At Seller's expense, Seller shall provide Purchaser with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Purchaser, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. Any endorsements or extended coverage shall be the Purchaser's responsibility.
- Purchaser shall have twenty (20) days, after having received both the title commitment and survey described below, to notify Seller in writing of any objections to the marketable fee simple title. Seller shall have the right to cure such objection(s) in a manner satisfactory to Purchaser, on or before ten (10) days of the date of Purchaser's notification. If the written objection(s) have not been cured by Seller within the time specified, Purchaser shall have the option to (i) accept the Property subject to exceptions, or (ii)

terminate this Agreement. If Purchaser terminates this Agreement, Purchaser's Deposit shall be immediately returned to Purchaser along with all other amounts due Purchaser.

Seller agrees that it shall not further encumber the Property and agrees to indemnify Purchaser from and against any loss, damage, or expense incurred or suffered by Purchaser from any encumbrance(s).

Survey 5. Within thirty (30) days of the execution of this Agreement, Purchaser shall, at its expense, obtain a current ALTA survey of the Property prepared by a registered surveyor (the "**Survey**"), which is satisfactory to Purchaser, in form and substance, certified to Purchaser, the Title Company, and any other person to whom the survey is required to be furnished: (i) confirming the legal description of the Property and determining the actual square footage of the Property; (ii) showing the location of all easements, zoning, restriction set back lines or other space limitations, and all other rights or matters located upon or affecting the land; (iii) showing utility lines to the point of connection with the public system; (iv) showing adjoining public and private streets and distance to and name of nearest intersection street; (v) showing such other details as Purchaser may reasonably request; (vi) certifying that the improvements, if any, are entirely within the Property and that there are no encroachments upon the Property; and (vii) whether any part of the Property or improvements is located within a flood plain or flood hazard area as defined under the laws of the United States or the State of Michigan, or any subdivision thereof and if no part of the Property is within a flood plain, a certification to such effect. If, in Purchaser's sole discretion, the results of such survey are unacceptable to Purchaser, Purchaser shall have the option to terminate this Agreement within twenty (20) days of Purchaser's receipt of such survey. (viii) whether any part of the Property or improvements is delineated as regulated or unregulated wetlands as defined under the laws of the United States or the State of Michigan, or any subdivision thereof and if no part of the Property is delineated as regulated or unregulated wetlands, a certification to such effect.

Conditions to Closing 6. The obligations of Purchaser under this Agreement are, at its sole option, subject to and contingent of Purchaser upon the following conditions:

- A. Purchaser's receipt of satisfactory evidence that all necessary utilities, are available for Purchaser's use of the Property prior to the date of Closing.
- B. Purchaser's sole satisfaction with the Property, physical inspections, investigations, Environmental Site Assessment, zoning and economic requirements and tests of the Property. Purchaser shall have a period of sixty (60) days following the date Seller executes this Agreement and delivers same to Purchaser to evaluate the Property (the "Contingency Period") which can be extended by the Purchaser with written notice to the Seller prior to the end of the Contingency Period for an additional thirty (30) days (the "Extended Contingency Period"), provided that simultaneously with Purchaser's written notice of extension of the Contingency Period, Purchaser deposits in escrow with the Title Company an additional Ten Thousand and No/100 (\$10,000.00) (the "Additional Deposit"). The Additional Deposit shall be deemed a part of the Deposit for all purposes of this Agreement. No later than five (5) business days following the date of this Agreement, Seller shall provide Purchaser with copies of all site plans in its possession, surveys, engineering plans, wetland and environmental studies, licenses and permits (if any) issued with respect to the Property. In addition, Seller shall extend all reasonable property access and cooperation to Purchaser, its agents and employees, to facilitate Purchaser's evaluation. If, during the Contingency Period, Purchaser shall decide, in its sole and absolute discretion, that for any reason or no reason, that the Property is unsatisfactory for Purchaser's intended use or needs, Purchaser may, at its option, terminate this Agreement and receive a prompt refund of the Deposit, after which this Agreement shall be null and void, and both parties shall be released from further liability hereunder. Following the Contingency Period, the Deposit shall be non-refundable, but the same right to terminate shall survive for the duration of the Extended Contingency Period. The conditions of this paragraph shall be deemed satisfied unless Purchaser delivers to Seller written notice of objection or termination prior to the expiration of the Contingency Period or

Extended Contingency Period. If Seller is unable to deliver the documents required under paragraphs 4, 5, and 6(B) in the time required, any additional days will add additional days to the Contingency Period or Extended Contingency Period, as applicable.

**Environmental Site
Assessment**

7. During the Contingency Period or the Extended Contingency Period, Purchaser or its representatives shall be entitled to enter upon the Property for the purpose of conducting at Purchaser's sole expense an Environmental Site Assessment conducted by an environmental consultant acceptable to Purchaser. Purchaser shall promptly pay when due any third party costs associated with the foregoing. Purchaser further agrees to keep the Property free from all construction lien claims associated with the foregoing. Purchaser shall, at Purchaser's sole cost, repair any damage to the Property resulting from the inspections, and, to the extent Purchaser or Purchaser's contractors alter, modify, disturb or change the condition of the Property as part of the inspections or otherwise, Purchaser shall, at Purchaser's sole cost, restore the Property to the condition existing before such alteration, modification, disturbance or change. Purchaser hereby agrees to indemnify and hold Seller (and Seller's agents, advisors, partners, members, managers, owners, officers and directors, as the case may be) absolutely harmless from any physical damages arising out of all inspections and investigations by Purchaser or its agents or independent contractors. Notwithstanding any other provision in this Agreement to the contrary, this indemnification shall survive the termination of or Closing under this Agreement.

Purchaser shall notify Seller in writing during the Contingency Period or Extended Contingency Period, if Purchaser is satisfied or if the results of the Environmental Site Assessment indicate a presence which may constitute a potential environmental problem.

Seller shall cooperate with Purchaser both before and after Closing in connection with the Environmental Site Assessment and the cure of any environmental condition disclosed in any Environmental Site Assessment if Purchaser elects to close notwithstanding the existence of any such conditions.

**Environmental
Representations,
Warranties and
Indemnification**

8. Seller hereby represents and warrants to Purchaser that, Seller has not used nor is aware of a third party who has used, generated, treated, stored or disposed of, on, under or about the Property any Hazardous Materials (as defined below) except in compliance with Environmental Laws (as defined below).

- A. Seller hereby represents and warrants to Purchaser that to Seller's Knowledge (as hereinafter defined) no Hazardous Materials except in compliance with Environmental Laws are in, on, under, or about the Property, which will require removal or other action or expenditure by Purchaser. Seller hereby represents and warrants to Purchaser that, Seller has not withheld any relevant facts or information in connection with the environmental condition of the Property. The foregoing representations and warranties shall survive Closing.
- B. Seller hereby agrees to indemnify, defend, save and hold Purchaser harmless at all times prior to and subsequent to the Closing from and against any and all damages, losses, liabilities, obligations, penalties, fines, claims, litigation, demands, defenses, judgements, suits, proceedings, costs or expenses of any kind or of any nature which may at any time be imposed upon, incurred by, asserted or awarded against Purchaser, arising from or out of any Hazardous Materials generated, stored, leaked, spilled or otherwise disbursed by Seller, its predecessors in interest, or any other third party on, in, under or affecting all or any portion of the Property or adjacent property (other than disclosed by the Environmental Site Assessment) and occurring prior to the date of Closing. Notwithstanding the foregoing, in the event Purchaser knowingly or willingly exacerbates the environmental condition of the Property, Purchaser shall be responsible to the extent of such exacerbation of the environmental condition of the Property.

The term "Environmental Laws" shall mean any United States, State of Michigan, or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgement, demand, requirement, order, writ, decree, injunction, guidance, policy, or other authorization, pronouncement, promulgation, standard or mandate.

"Hazardous substance", "release" and "threatened release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the Environmental Laws; provided, however, in the event multiple Environmental Laws define any such term, and any one Environmental Law defines such term more broadly than any other, or that any amendment broadens the meaning of any term defined therein, such broader meaning shall apply.

The term "Hazardous Materials" shall mean any flammable substances, explosives, radioactive materials, hazardous substances, hazardous wastes, toxic substances, pollutants, contaminants or any related materials or substances identified in or regulated by any of the Environmental Laws, as defined herein (including but not limited to any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), 42 USC 9601 et. seq.

The term "Seller's Knowledge" means the actual conscious knowledge of any of the two owners, without any duty of inquiry or investigation whatsoever.

Representations and Warranties 9. Seller makes the following representations and warranties to Purchaser, which shall be deemed material to the transaction and have been relied upon by Purchaser in connection herewith and, all of which shall survive the Closing:

- (i) Seller has good marketable fee simple title to the Property and has full power and authority under the terms of its governing documents to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof.
- (ii) Seller will not cause, suffer, or permit waste, depletion or any adverse change in the physical condition of any part of the Property to occur prior to Closing, nor is aware of any material defects to the Property, including defects in the sanitary sewer and potable water supply systems.
- (iii) Seller has received no notice from any governmental agency of any violations of any building or use restrictions, zoning ordinances or other ordinances, rules or regulations affecting the Property, nor is there any condition existing with respect to the Property or any part thereof, which violates any federal, state or local government regulation or law.
- (iv) Gas, electricity, water, storm, sewer, and sanitary sewer service are constructed and available at the Property line.
- (v) Seller has not entered into any other sale agreements for any part of the Property, has no pending or threatened lawsuits, administrative actions or examinations, claims or demands whatsoever relating to the Property, has not contracted for the furnishing of labor or materials to the Property which will not be paid in full prior to Closing, or which would give rise to a claim of a construction lien.
- (vi) That Seller is not a foreign "person" as defined in Section 1445 of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder.

Seller hereby agrees to indemnify, defend, save and hold harmless Purchaser from any and all liabilities, claims, actions, demands, penalties, losses, costs, expenses (including, without limitation, reasonable attorney fees), lawsuits, costs of any settlement or judgement, and claims of any and every kind whatsoever which may now or in the future be paid, incurred or suffered by or against Purchaser or any assignee of Purchaser for, with respect to, or as a direct or indirect result of breach of any of the foregoing representations and warranties contained herein. This indemnity shall survive the Closing.

Closing 10. It shall be a condition precedent to Purchaser's obligations that the Closing will be within ten (10) days from the end of the Contingency Period, or Extended Contingency Period, as applicable, unless mutually extended by Purchaser and Seller in writing. A. At the Closing, Seller shall:

- (i) Execute a good and sufficient Warranty Deed conveying good and marketable title of the Property to Purchaser.
- (ii) Cause the premiums due and payable to the Title Company for the insurance of the title insurance policy to be paid and cause the Title Company to issue the title insurance policy without standard exceptions and without any special endorsements provided the Survey is acceptable to the Title Company and is certified to the Title Company.
- (iii) Execute and deliver to Purchaser a copy of a Seller's Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.
- (iv) Execute and deliver an affidavit or other documents as required under Section 1445 of the Internal Revenue Code of 1986.
- (v) Pay half of total closing Fee and document prep fee for the Seller's documents (vi) Deliver possession of the Property to Purchaser. B. At the Closing, Purchaser shall:
 - (i) Pay the Purchase Price to Seller in accordance with the terms and conditions of this Agreement.
 - (ii) Reimburse the Seller for the current real estate taxes attributed to Purchaser's period of ownership in accordance with paragraph 2 above.
 - (iii) Pay half of total closing Fee and document prep fee for the Purchaser's documents
 - (iv) Execute and deliver to Seller a copy of a Purchaser's Closing Statement showing the computation of the funds payable to Seller pursuant to this Agreement.

Seller and Purchaser each agree to execute and/or deliver such other agreements, documents and instruments and to take such other actions as may be reasonably requested by the other party to carry out the provisions and intent of this Agreement.

Condemnation Prior to Closing

11. If, after the execution of this Agreement and prior to Closing, the Property shall be subject to a total taking, by eminent domain, inverse condemnation or otherwise, or in the event that a portion of the Property shall be subjected to such taking, Purchaser may at its sole option either: (a) rescind this Agreement, in which event Purchaser shall be entitled to the immediate refund of the entire Deposit and the parties hereto shall be relieved of all obligations hereunder; or (b) elect to proceed to Closing, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received to a taking of all or a portion of the Property.

Seller's Default

12. In the event of any default hereunder by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller and receive an immediate refund of the Deposit and such damages as it may be entitled to as a result of such default provided, however, such damages shall under no circumstances exceed \$25,000.00; or specifically enforce Seller's obligations under this Agreement.

Purchaser's Default

13. In the event of any default hereunder by Purchaser, Seller shall have the right to terminate this Agreement by written notice to Purchaser and shall be entitled to retain the Deposit as liquidated damages as Seller's sole and exclusive remedy against Purchaser.

Notices

14. Any communication given ("Notice") shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, with postage and fees prepaid or by fax. Any party may, by notice given, change its address for any subsequent notice. Any notice delivered by either party under this paragraph shall be effective on the earlier of the date of actual delivery or two (2) business days after mailing.

If to Purchaser:

If to Seller:

Bill Lichwalla
Plante Moran Realpoint, LLC
3000 Town Center, Suite 100

Amira Bajoka
8204 Lake Pine Drive
Commerce, Michigan 48382

SOUTHFIELD, MI 48075

Applicable Law	15. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
Entire Agreement	16. This Agreement embodies the entire understanding by and between the parties, and may not be amended, except by an instrument in writing executed by the parties.
Severability	17. Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.
Assignability: Binding Upon Parties	18. It is Purchaser's intent to assign the Agreement to its client prior to the closing Property's sale. Purchaser shall have the right to assign its rights and obligations as Purchaser under this Agreement to its client without Seller's consent. Upon such assignment, Seller acknowledges and agrees that the assignee shall acquire all rights and remedies available to the Purchaser, including the right to enforce specific performance of the contract. Upon such assignment, Seller agrees to unconditionally release Plante Moran Realpoint, LLC from any and all liability and obligations arising under the Agreement. Seller agrees the Purchaser may withhold from Seller, and keep confidential, the identity of its client until and unless Purchaser assigns the Agreement to its client.
Counterparts	19. This Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute one and the same Agreement.
Brokerage Commission	20. The parties acknowledge that Purchaser has been represented exclusively by Plante Moran Realpoint, LLC (" Purchaser's Broker "). Seller agrees that it shall pay in cash or by certified check(s) at Closing to the Purchaser's Broker a brokerage commission equal to three percent (3%) of the Purchase Price for the Property.
Acceptable by Seller	21. Failure of Seller to execute this Agreement in duplicate and return it to Purchaser's Broker on or before June 20, 2025 at 5:00 p.m., shall result in this OFFER TO PURCHASE REAL ESTATE being null, void and of no effect whatsoever.
Agency Disclosure	22. Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real estate property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship. Sellers are the equitable or legal owners of real estate. Buyers are purchasers, tenants or lessees of any legal or equitable interest in real estate. Seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and subagents will disclose to the seller known information about the buyer, which may be used to the benefit of the seller. A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. Buyer's agents and subagents will disclose to the buyer known information about the seller, which may be used to benefit the buyer.

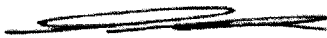
A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. The obligation of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

Upon execution of this document, the parties acknowledge that Plante Moran Realpoint, LLC is acting as the buyer's agent.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the Effective Date.

"PURCHASER"

Plante Moran Realpoint, LLC

By: 
Bill Lichwalla, President

"SELLER"


AMIRA BAJOKA

Amira Bajoka



Elie Alkobtawi.

EXHIBIT "A"

LEGAL DESCRIPTION:

T1N, R8E, SEC 2 S 208 FT OF E 1/2 OF W 1/2 OF SE 1/4 EXC E 210 FT 2.15 A **MASTER DOCUMENT**

SELLER	Amira Bajoka
SELLER NAME	Amira Bajoka
SELLER'S TITLE	Owner
PURCHASER	Plante Moran Realpoint, LLC
PURCHASER'S NAME	Bill Lichwalla
PURCHASER'S TITLE	President
CITY	Novi
COUNTY	Oakland
ADDRESS (DESCRIPTION OF REAL ESTATE)	42000 W 13 Mile, Novi, MI, 48377
PARCEL NUMBER	22-02-400-008
WRITTEN AMOUNT	Eight Hundred Fifty Thousand Dollars
NUMERICAL AMOUNT	(\$850,000)
DEPOSIT AMOUNT	(\$15,000)



DEPOSIT AGREEMENT

DATED: June 24, 2025

ATA National Title Group
42651 Woodward Avenue
Bloomfield Hills, MI 48304

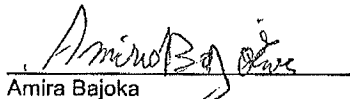
Re: 42000 W. 13 Mile Rd., Novi, MI 48377
File No.: 63-25959004-SCM

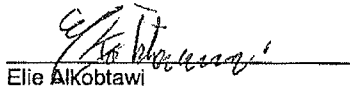
Enclosed herewith is a fully executed Purchase Agreement dated effective on or about 6 / 20 / 2025, as may be amended, executed by and between the below-referenced Buyer and Seller, together with earnest money deposit in the sum of \$15,000.00, for deposit into a non-interest bearing account.

The Funds shall be delivered to Seller at the time of a successful closing. In the event this sale does not close, the Funds shall be disbursed according to the terms of Commercial Purchase Agreement or upon receipt of written notice signed by both Seller and Purchaser directing how the Funds are to be disbursed. In the event of deposit of additional or supplemental earnest money with the Company in the future, the additional deposit shall be subject to terms and provisions of this Deposit Agreement.

Upon making delivery of the above sums of money, this escrow shall terminate and you shall be released from any further liability, it being expressly understood that your liability is limited by the terms and provisions set forth herein, and that by acceptance of this escrow agency you are acting in the capacity of a depository only and as such are not responsible or liable for the marketability of title to the premise as of the date of the escrow or the date of the release of any instruments or funds thereunder, except as may be provided in any policy of title insurance issued by ATA National Title Group, relative to the captioned property. You are not responsible for the failure of any bank used by you as an escrow depository for funds received by you under this escrow. All amendments to this Escrow Agreement shall be made in writing and signed by all parties hereto or by their duly authorized representatives, and shall be effective upon the written acceptance by the escrow agent. This Deposit Agreement may be signed in counterpart, but when fully assembled shall constitute one and the same document. Signatures delivered via PDF, facsimile or other electronic copy on this Deposit Agreement shall have the same force and effect as original signatures.

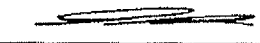
SELLER:


Amira Bajoka


Elie Alkobtawi

BUYER:

Plante Moran Realpoint LLC,
a Michigan limited liability company


By: Bill Lichwalla
Its: President

ATA National Title Group hereby accepts the above Escrow Agreement under the terms and conditions specified herein. (Personal checks must clear before disbursement will be made).

ATA National Title Group

By: 
David A. Barris
V.P. / Corporate Counsel

**ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE LAND PURCHASE AGREEMENT TO PURCHASE AGREEMENT
& OFFER TO PURCHASE REAL ESTATE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is effective as of July 28, 2025 (the “Effective Date”), by and between PLANTE MORAN REALPOINT, LLC (the “Assignor”) and THE CITY OF NOVI, MICHIGAN (the “Assignee”).

RECITALS

- A. At the request of Assignee, Assignor has entered into the LAND PURCHASE AGREEMENT & OFFER TO PURCHASE REAL ESTATE, dated as of July 28, 2025 (the, “Agreement”) with Amira Bajoka (“Seller”) for the purchase of land located in the City of Novi, Oakland County, State of Michigan, parcel number 22-02-400-008 and commonly known as 42000 W 13 Mile Road, Novi, MI, 48377.
- B. The Assignor wishes to assign all of its rights, title and interest in the Agreement as the “Purchaser” (as defined under the Agreement), and Assignee wishes to assume, all of Assignors duties and obligations as the Purchaser under the Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby made part of this Assignment.
2. **ASSIGNMENT & ASSUMPTION.** Assignor hereby assigns, grants, transfers, and conveys, to Assignee all of Assignor’s rights, title and interests to or under the Agreement as the “Purchaser” as set forth in the Agreement, which Agreement is incorporated herein by reference, whether arising prior to, on, or after the Effective Date. Assignee hereby assumes and agrees to perform any and all of Assignor’s obligations as the Purchaser under the Agreement in accordance with their respective terms.
3. **PURCHASER’S BROKER.** The Assignor retains all rights and interests to receipt of payment of the brokerage commission under the Agreement as the Purchaser’s Broker.
4. **RELEASE AND INDEMNITY.** Assignee releases Assignor of any and all obligations under the Agreement as the Purchaser and, the extent permitted by law, agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, liabilities, costs, and expenses, (including reasonable attorneys’ fees) arising or related to the Agreement.
5. **ENTIRE AGREEMENT.** This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter of this Assignment, and can only be subsequently supplemented or amended in writing signed by Assignor and Assignee.
6. **COUNTERPARTS.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page to the Assignment by facsimile or other electronic transmission (including documents in PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

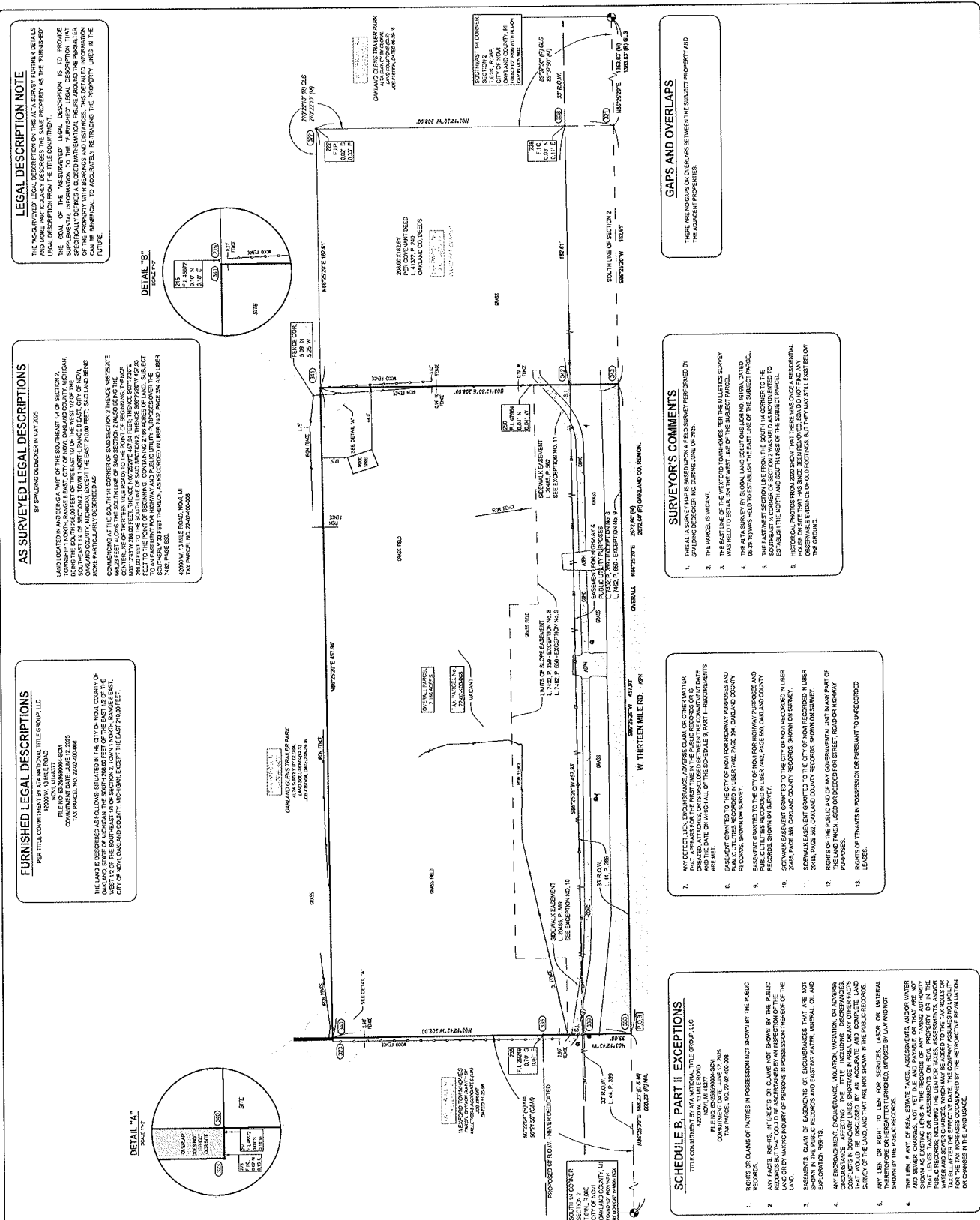
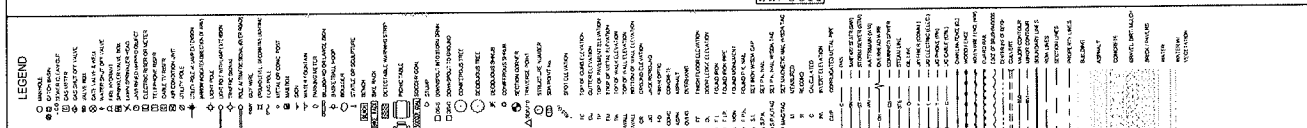
PLANTE MORAN REALPOINT, LLC

CITY OF NOVI, MICHIGAN

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:



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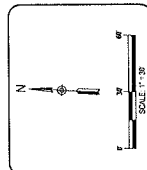
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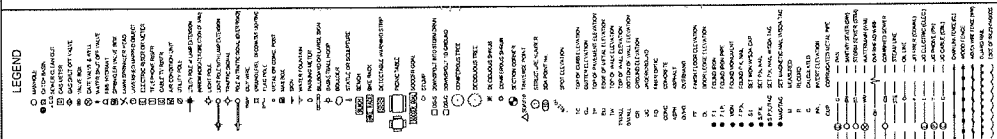


CLIENT:
PROSATI, SCHULTZ, JOPICH, AITZSCHEHLER, P.C.
27555 EXECUTIVE DR., SUITE 250
FARMINGTON HILLS, MI 48331

[illegible]

CITY OF NOVI
42000 W. 13 MILE RD.
NOVI, MI
ALTANSPS
LAND TITLE SURVEY

[illegible][illegible]

[illegible]

SURVEY REFERENCES

1. MILLETTS & ASSOCIATES SURVEY JOB NO 86-087 DATED 11-25-86
2. GLOBAL LAND SOLUTIONS SURVEY JOB NO 16189A DATED 06-29-18

ZONING NOTE

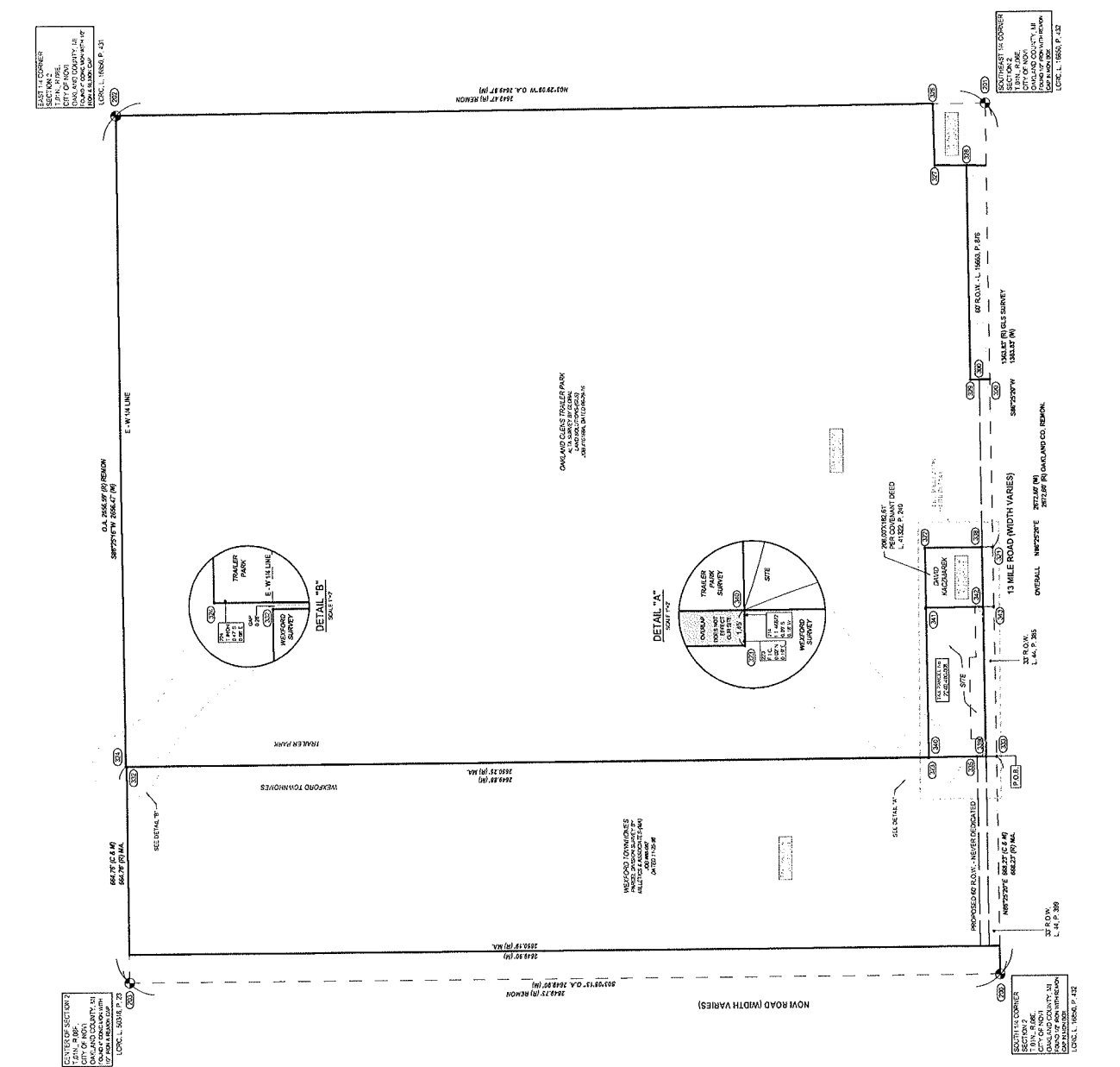
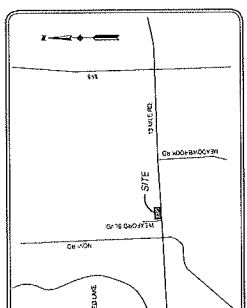
SITE ACCESS

EVIDENCE OF EARTH MOVING

FLOODPLAIN NOTE

BASIS OF BEARING

COORDINATE SYSTEM
COORDINATE SYSTEM FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM,
NAD 83 SOUTH ZONE (7113) BASED ON NAD83(2011).



ALTA COMMITMENT FOR TITLE INSURANCE
 issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

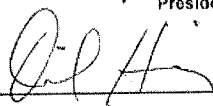
ATA NATIONAL TITLE GROUP, LLC


 ALYSSA CRANFILL
 AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY




 Frederick H. Eppinger
 President and CEO


 David Hisey
 Secretary

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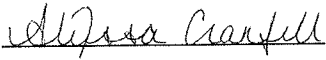
Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 63-25959004-SCM
Property Address: 42000 W. 13 Mile Road, Novi, MI 48377
Revision Number: N/A

SCHEDULE A

1. Commitment Date: June 12, 2025, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITHOUT STANDARD EXCEPTIONS \$850,000.00
Proposed Insured: **Plante Moran Realpoint, LLC, a Michigan limited liability company**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Amira Bajoka, Rena Daiza and Elie Alkobtawi
5. The Land is described as follows: Situated in the City of Novi, County of Oakland, State of Michigan
The South 208.00 feet of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, EXCEPT the East 210.00 feet.

ATA National Title Group, LLC



Alyssa Cranfill
AUTHORIZED SIGNATORY

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Record Deed from Amira Bajoka, Rena Daiza and Elie Alkobtawi to Plante Moran Realpoint, LLC, a Michigan limited liability company.
6. In order to delete standard exceptions 1 through 5 and 7, as shown on Schedule B - Part II, from the policy/policies:
a) submit in completed form the attached Owner's Affidavit or standard exception nos. 1, 3, 5 and 7 will be shown on the policy/policies and b) submit satisfactory Survey or standard exception nos. 2 and 4 will be shown on the policy/policies. The Company reserves the right to show as specific exceptions to title any items shown on said Owner's Affidavit and/or Survey. If the property is new construction, a final Sworn Statement and Waivers must be submitted to delete standard exception no. 5.
7. NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
8. PAYMENT OF TAXES: Tax Parcel No. 22-02-400-008

2024 July Tax in the amount of \$1,862.18 is Paid

2024 December Tax in the amount of \$120.94 is Paid

2025 July Tax in the amount of (\$TBD) is due and payable as of July 1, 2025

Special Assessments: NONE

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Easement granted to the City of Novi for highway purposes and public utilities recorded in Liber 7402, Page 394, Oakland County Records.
9. Easement granted to the City of Novi for highway purposes and public utilities recorded in Liber 7462, Page 650, Oakland County Records.
10. Sidewalk Easement granted to the City of Novi recorded in Liber 20485, Page 559, Oakland County Records.
11. Sidewalk Easement granted to the City of Novi recorded in Liber 20485, Page 562, Oakland County Records.

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File No: 63-25959004-SCM

12. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
13. Rights of tenants in possession or pursuant to unrecorded leases.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

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