



**CITY OF NOVI CITY COUNCIL  
NOVEMBER 8, 2021**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Suburban Haggerty Property 2, LLC for Toyota Service Center located south of I-96 and west of Haggerty Road (parcel 50-22-24-276-026).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**BACKGROUND INFORMATION:**

Suburban Haggerty Property 2, LLC has constructed a Toyota Service Center on Haggerty Road that was approved in 2018. The project is nearing completion and the developers request approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

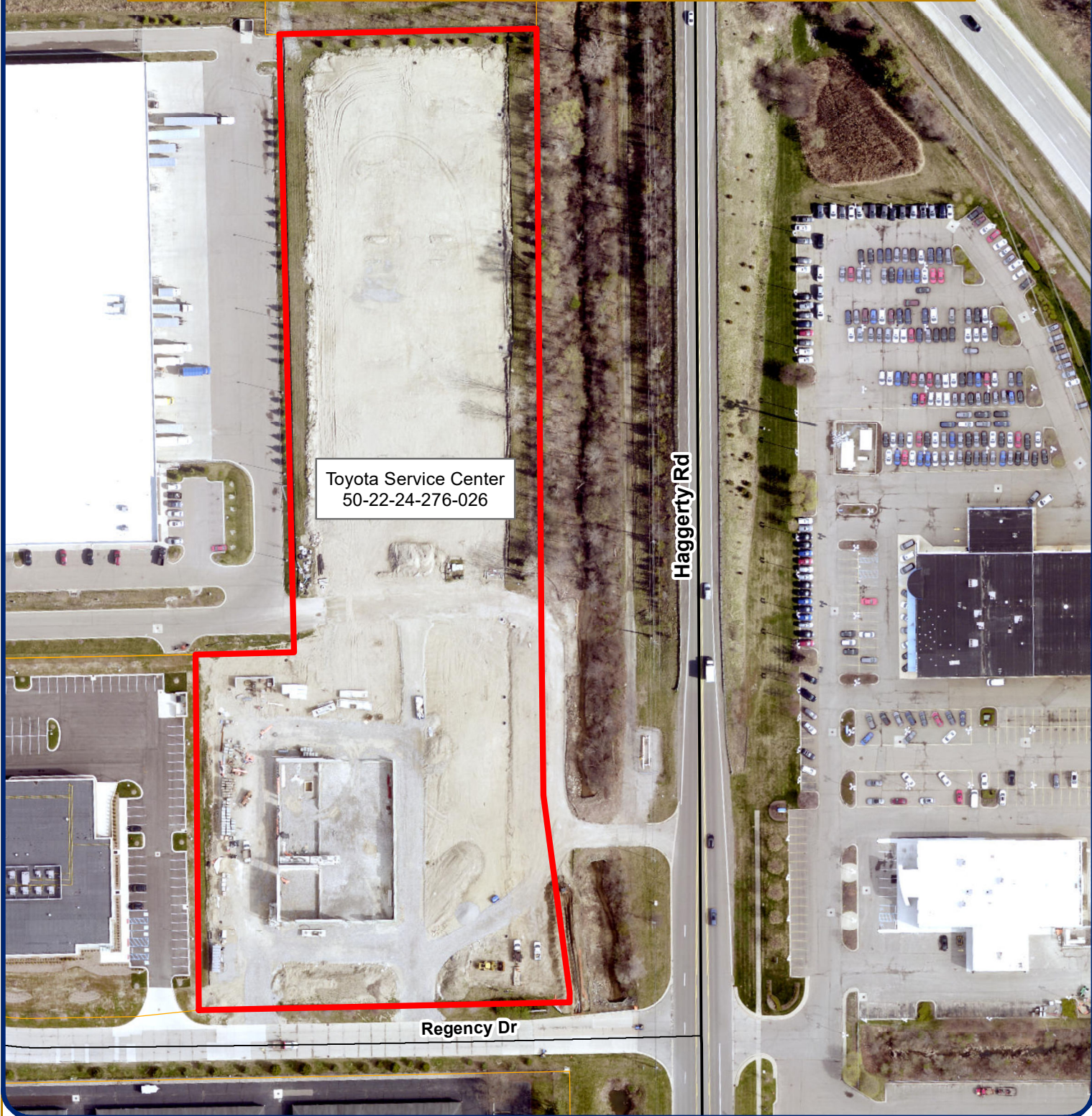
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, March 26, 2021) and the City Engineering consultant (Spalding DeDecker, March 22, 2021), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Suburban Haggerty Property 2, LLC for Toyota Service Center located south of I-96 and west of Haggerty Road (parcel 50-22-24-276-026).

# Toyota Service Center SDFMEA

## Location Map



Toyota Service Center  
50-22-24-276-026

Haggerty Rd

Regency Dr

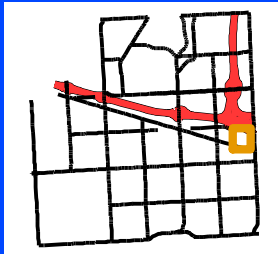
Map Author: Kate Purpura  
Date: 10/21/2021  
Project: Toyota Service Center  
Version: 1.0

Amended By:  
Date:  
Department:

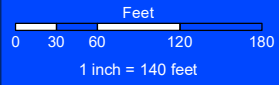
**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

**Map Legend**  
 Subject Property



**City of Novi**  
 Engineering Division  
 Department of Public Works  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
 cityofnovi.org





ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

March 26, 2021

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: *Toyota Service Center JSP 18-0015***  
***Storm Drainage Facility Maintenance Easement Agreement***

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Toyota Service Center development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works  
City of Novi  
March 26, 2021  
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)  
Charles Boulard, Community Development Director (w/Enclosure)  
Barb McBeth, City Planner (w/Enclosure)  
Lindsay Bell, Planner (w/Enclosure)  
Madeleine Daniels, Planning Assistant (w/Enclosure)  
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)  
Kate Richardson, Plan Review Engineer (w/Enclosure)  
Ben Croy, City Engineer (w/Enclosure)  
Kate Richardson, Project Engineer (w/Enclosures)  
Victor Boron, Project Engineer (w/Enclosure)  
Rebecca Runkel, Project Engineer (w/Enclosure)  
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)  
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosure)  
Jason Longhurst, Nowak & Fraus (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 3<sup>rd</sup> day of March, 2021, by and between **SUBURBAN HAGGERTY PROPERTY 2, LLC**, a Michigan limited liability company, whose address is 1795 Maplelawn Drive, Troy, Michigan 48084 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 24, T.1N., R.8E., of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a Toyota Service Center development on the Property.
- B. The Toyota Service Center development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard

as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. 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 failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above set forth.

OWNER

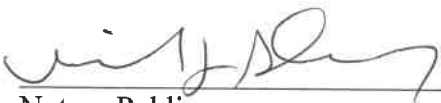
**SUBURBAN HAGGERTY PROPERTY 2, LLC,**  
a Michigan limited liability company

  
By: Timothy J. LeRoy  
Its: Authorized Representative

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2021, by Timothy J. LeRoy, as the Authorized Representative of Suburban Haggerty Property 2, LLC, a Michigan limited liability company.

MICHAEL JOSEPH DELANEY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 6, 2027  
ACTING IN COUNTY OF OAKLAND

  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 9/6/2027

CITY OF NOVI  
A Municipal Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
201\_\_\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:  
Elizabeth Kudla Saarela  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

And when recorded return to:  
Cortney Hanson, City Clerk  
City of Novi  
45175 Ten Mile Rd  
Novi, MI 48375



Exhibit A  
PARCEL DESCRIPTION



UNIT 2 OF REGENCY CENTRE  
CONDOMINIUM PLAN NO. 1360  
L. 23384, P. 48  
OAKLAND COUNTY RECORDS

UNIT 1 OF REGENCY CENTRE  
CONDOMINIUM PLAN NO. 1360  
L. 23384, P. 48  
OAKLAND COUNTY RECORDS

POINT OF BEGINNING  
12' WIDE WATER  
MAIN EASEMENT

POINT OF BEGINNING  
PARCEL

NORTH RIGHT-OF-WAY  
LINE OF REGENCY DRIVE  
CENTER  
SECTION 24  
T.1N., R.8E.

N89°02'26"E  
261.39'(R&M)

N01°06'35"W 627.82'(R&M)

WEST  
RIGHT-OF-WAY  
LINE OF  
HAGGERTY ROAD

S00°10'34"E 778.45'(M)

N89°06'19"E  
99.87'(R&M)

N00°10'34"W 361.26'(R&M)

N00°10'34"W

S07°18'04"E  
201.56'(R&M)

HAGGERTY ROAD - WIDTH VARIES

S89°06'19"W 376.03'(R&M)

S00°10'34"E  
10.65'(R&M)

N89°06'19"E 2219.88' 70.00'(R&M)

REGENCY DRIVE - 70' WIDE

S89°06'19"W 511.04'(R&M)

E. 1/4 COR.  
SECTION 24  
T.1N., R.8E.



NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	10-29-2020	TDW	J875	1 of 2

**Exhibit A**  
PARCEL DESCRIPTION

**LEGAL DESCRIPTION - PARCEL**

PART OF THE NORTHEAST 1/4 OF SECTION 24, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE S.89°06'19"W., 511.04 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 24; THENCE N.00°10'34"W., 70.00 FEET TO THE POINT OF BEGINNING, ALSO BEING THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1360, AS RECORDED IN LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS, AS AMENDED AND A POINT ON THE NORTH RIGHT-OF-WAY OF REGENCY DRIVE (70 FEET WIDE); THENCE N.00°10'34"W., 361.26 FEET TO THE NORTHEAST CORNER OF SAID UNIT 1; THENCE N.89°06'19"E., 99.87 FEET TO THE SOUTHEAST CORNER OF UNIT 2 OF SAID REGENCY CENTRE; THENCE N.01°06'35"W., 627.82 FEET TO THE NORTHEAST CORNER OF SAID UNIT 2; THENCE N.89°02'26"E., 261.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HAGGERTY ROAD (WIDTH VARIES); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY OF HAGGERTY ROAD: 1) S.00°10'34"E., 778.45 FEET, 2) S.07°18'04"E., 201.56 FEET AND 3) S.00°10'34" E., 10.65 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF HAGGERTY ROAD AND SAID NORTH RIGHT-OF-WAY OF REGENCY DRIVE; THENCE S.89°06'19"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, 376.03 FEET TO THE POINT OF BEGINNING.

APN: 50-22-24-276-026



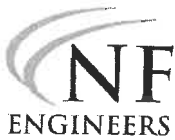
**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-29-2020	TDW	J875	2 of 2

## Exhibit B

### STORM DRAINAGE MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE

<u>STORMWATER FACILITY</u>	<u>MAINTENANCE ACTION</u>	<u>CORRECTIVE ACTION</u>	<u>ANNUAL ESTIMATED COST FOR</u>								
STORM SEWER	INSPECT FOR SEDIMENT ACCUMULATION IN STRUCTURES	REMOVE SEDIMENT WITH VACTOR TRUCK	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;">1<sup>ST</sup> YEAR</td> <td style="width: 33%; text-align: center;">2<sup>ND</sup> YEAR</td> <td style="width: 33%; text-align: center;">3<sup>RD</sup> YEAR</td> </tr> <tr> <td></td> <td style="text-align: center;">\$100</td> <td style="text-align: center;">\$100</td> <td style="text-align: center;">\$100</td> </tr> </table>		1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR		\$100	\$100	\$100
		1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR							
	\$100	\$100	\$100								
PARKING AREAS		SWEEP PARKING LOT AREAS	\$1000								
		ONCE PER YEAR OR AS NECESSARY	\$1000								
OIL GAS SEPARATORS	INSPECT PER	MANUFACTURERS RECOMMENDATIONS	\$500								
		MANUFACTURERS RECOMMENDATIONS	\$500								



**NF ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 4677 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL (248) 332-7931  
 FAX (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-29-2020	TDW	J875	1 of 1

# Exhibit C

## INGRESS/EGRESS EASEMENT



UNIT 2 OF REGENCY CENTRE  
 CONDOMINIUM PLAN NO. 1360  
 L. 23384, P. 48  
 OAKLAND COUNTY RECORDS

UNIT 1 OF REGENCY CENTRE  
 CONDOMINIUM PLAN NO. 1360  
 L. 23384, P. 48  
 OAKLAND COUNTY RECORDS

POINT OF BEGINNING 20'  
 WIDE INGRESS/EGRESS  
 EASEMENT

N89°06'19"E  
 228.03'

POINT OF  
 BEGINNING  
 PARCEL

N00°10'34"W  
 70.00'(R&M)

NORTH RIGHT-OF-WAY  
 LINE OF REGENCY DRIVE  
 CENTER  
 SECTION 24  
 T.1N., R.8E.

N89°02'26"E  
 261.39'(R&M)

N01°06'35"W  
 627.82'(R&M)

WEST  
 RIGHT-OF-WAY  
 LINE OF  
 HAGGERTY ROAD

S00°10'34"E  
 778.45'(M)

N0°10'34"W  
 604.82'

N89°06'19"E  
 99.87'(R&M)

N00°10'34"W  
 361.26'(R&M)

N55°29'59"E  
 34.52'

N89°49'26"E  
 27.48'

N0°10'14"W  
 51.31'

HAGGERTY ROAD - WIDTH VARIES

S07°18'04"E  
 201.56'(R&M)

S00°10'34"E  
 10.65'(R&M)

S89°06'19"W  
 376.03'(R&M)

REGENCY DRIVE - 70' WIDE

S89°06'19"W  
 511.04'(R&M)

E. 1/4 COR.  
 SECTION 24  
 T.1N., R.8E.



**NF**  
**ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 4677 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	10-29-2020	TDW	J875	1 of 2

## Exhibit C

### INGRESS/EGRESS EASEMENT

#### LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT

A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, T.1N., R.8E. CITY OF NOV, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE S.89°06'19"W., 511.04 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 24; THENCE N.00°10'34"W., 70.00 FEET TO THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1360, AS RECORDED IN LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS, AS AMENDED AND A POINT ON THE NORTH RIGHT-OF-WAY OF REGENCY DRIVE (70 FEET WIDE); THENCE N.89°06'19"E., 228.03 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF REGENCY DRIVE TO THE POINT OF BEGINNING; THENCE N.00°10'14"W., 51.31 FEET; THENCE N.89°49'26"E., 27.48 FEET; THENCE N.55°29'59"E., 34.52 FEET; THENCE N.00°10'34"W., 604.82 FEET.

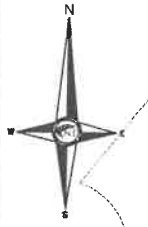


NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	10-29-2020	TDW	J875	2 of 2

# Exhibit D

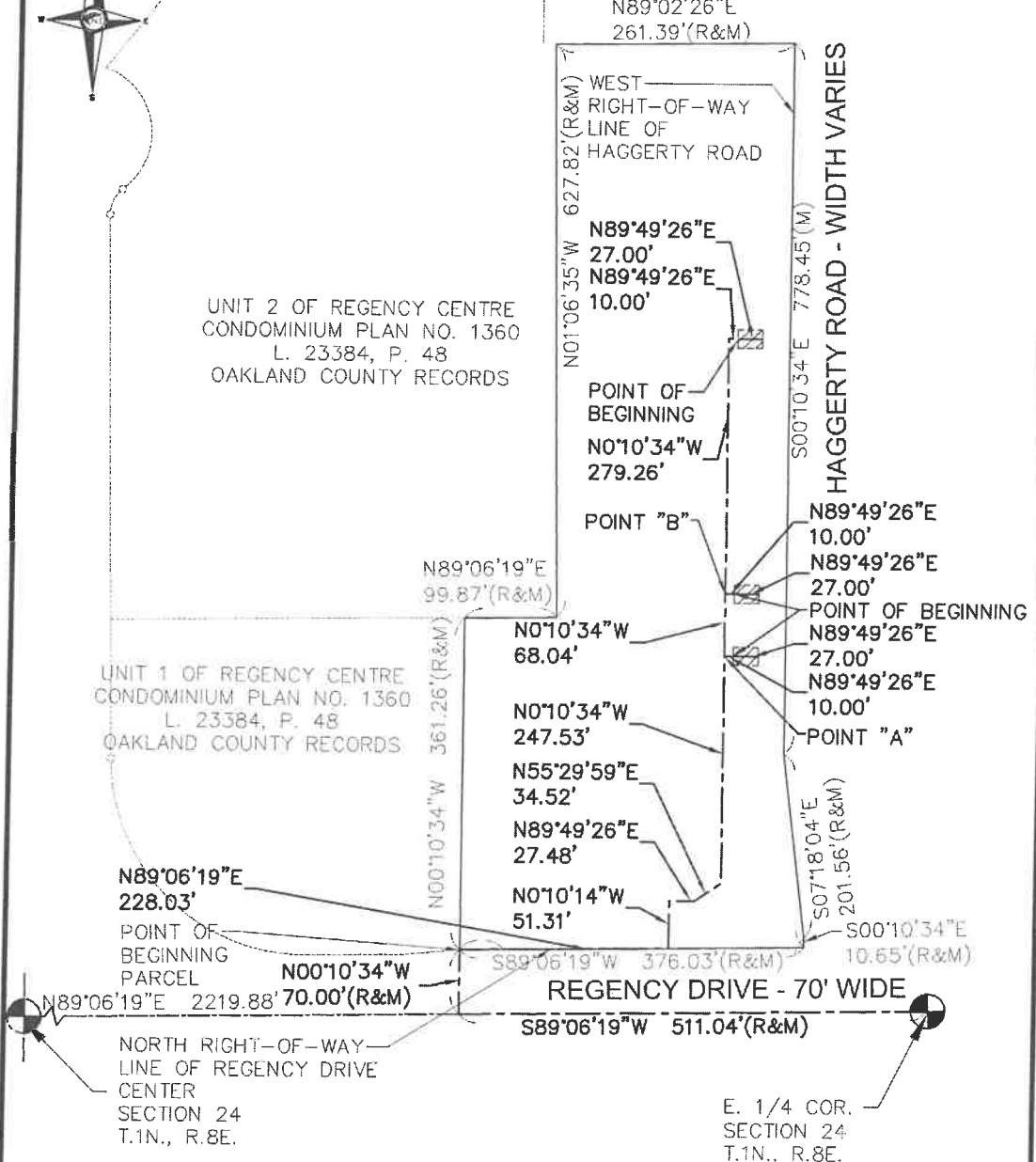
## OIL/GAS SEPARATOR EASEMENT



N89°02'26"E  
261.39'(R&M)

UNIT 2 OF REGENCY CENTRE  
CONDOMINIUM PLAN NO. 1360  
L. 23384, P. 48  
OAKLAND COUNTY RECORDS

UNIT 1 OF REGENCY CENTRE  
CONDOMINIUM PLAN NO. 1360  
L. 23384, P. 48  
OAKLAND COUNTY RECORDS



**NF**  
ENGINEERS  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	10-29-2020	TDW	J875	1 of 2



**Exhibit D**  
**OIL/GAS SEPARATOR EASEMENT**

**LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT**

A 20 FOOT WIDE EASEMENT FOR OIL/GAS SEPARATOR BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, STATE OF MICHIGAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE S.89°06'19"W., 511.04 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 24; THENCE N.00°10'34"W., 70.00 FEET TO THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN No. 1360, AS RECORDED IN LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS, AS AMENDED AND A POINT ON THE NORTH RIGHT-OF-WAY OF REGENCY DRIVE (70 FEET WIDE); THENCE N.89°06'19"E., 228.03 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF REGENCY DRIVE; THENCE N.00°10'14"W., 51.31 FEET; THENCE N.89°49'26"E., 27.48 FEET; THENCE N.55°29'59"E., 34.52 FEET; THENCE N.00°10'34"W., 247.53 FEET TO POINT "A"; THENCE N.00°10'34"W., 68.04 FEET TO POINT "B"; THENCE N.00°10'34"W., 279.26 FEET THENCE N.89°49'26"E., 10.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°49'26"E., 27.00 FEET,

ALSO CONTINUING FROM SAID POINT "A" N.89°49'26"E., 10.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°49'26"E., 27.00 FEET.

ALSO CONTINUING FROM SAID POINT "B" N.89°49'26"E., 10.00 FEET TO THE POINT OF BEGINNING; THENCE N.89°49'26"E., 27.00 FEET.



**NOWAK & FRAUS ENGINEERS**  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	10-29-2020	TDW	J875	2 of 2

March 22, 2021

Jeff Herczeg  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: Toyota Service Center - Acceptance Documents Review  
Novi # JSP#18-0015  
SDA Job No. NV19-226  
**EXHIBITS APPROVED AS NOTED**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on March 12, 2021 against the Final Site Plan (Stamping Set) approved on April 12, 2019 and the adjacent development plans for Regency Center Unit 1. We offer the following comments:

**Initial Acceptance Documents:**

1. On-Site Water System Easement – (unexecuted: exhibit dated 02/05/19) – Legal Description Approved.
2. Off-Site Water System Easement – (executed October 17, 2019) – Legal Description Approved.
3. Off-Site Temporary Construction Easement – (executed October 17, 2019) – Exhibit Approved.
4. On-Site Sanitary Sewer Easement – (executed 03/03/2021: exhibit dated 02/05/19) – Legal Description Approved.
5. Storm Drainage Facility / Maintenance Easement Agreement – (executed 03/03/2021) – Exhibits A, B, C, & D Approved.
6. Emergency Access Easement – (executed 03/032/2021: exhibit dated 03/07/2019) – Legal Description Approved.

**Final Acceptance Documents**

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. Additionally, the following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

7. Bills of Sale: Water Supply System – SUPPLIED – APPROVED.
8. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED.

9. Sworn Statement signed by Developer – SUPPLIED – APPROVED.

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

**It should be noted** that the Plan Review Center Report dated January 14, 2019 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

**SPALDING DEDECKER**



Mike Freckelton, EIT  
Engineer

Cc (via Email): Courtney Hanson, City of Novi  
Madeleine Daniels, City of Novi  
Sarah Marchioni, City of Novi  
Ted Meadows, Spalding DeDecker  
Taylor Reynolds, Spalding DeDecker  
Kate Richardson, City of Novi  
Beth Saarela, Johnson, Rosati, Schultz, Joppich  
Angie Sosnowski, City of Novi  
Victor Boron, City of Novi