



CITY OF NOVI CITY COUNCIL
AUGUST 11, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for CVS Distribution Center located on Gen Mar, west of Novi Road (parcel 50-22-22-276-009).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This Storm Water Management Ordinance requirement details the responsibilities of the property owner to properly maintain privately owned on-site infiltration basins.

BACKGROUND INFORMATION:

CVS Distribution Center is located Gen Mar, west of Novi Road. CVS Distribution Center requests 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 infiltration basin.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated June 18, 2025, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, March 12, 2025) and the City Engineering consultant (Spalding DeDecker, February 28, 2025) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for CVS Distribution Center located on Gen Mar, west of Novi Road (parcel 50-22-22-276-009).

CVS Distribution Center SDFMEA Location Map



Map Author: Milad Alesmail
Date: 07/25/2025
Project: CVS Distribution Center
Version: 1.0

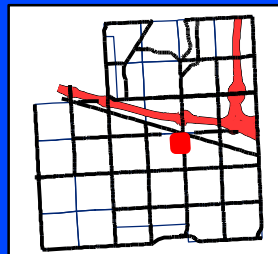
Amended By:
Date:
Department:

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.

Legend

- Major Roads
- Minor Roads
- Project Location



City of Novi

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

Scale bar showing distances in feet: 0, 37.5, 75, 150, 225.
1 inch = 177 feet



June 18, 2025

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: CVS Distribution Center
Storm Water Detention System Inspection
Novi SP No.: JSP23-0045
SDA Job No.: NV24-223

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping, detention basin, and outlet control structures for the above-mentioned project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Sydney Waynick

Digitally signed by
Sydney Waynick
Date: 2025.06.18
13:08:55-04'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator
Angela Sosnowski, City of Novi – Bond Coordinator
Scott Roselle, City of Novi – Water and Sewer Asset Manager

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 12, 2025

Ben Croy, City Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: **CVS Distribution Center JSP 23-45 Updated**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the **updated** Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the CVS Distribution Center development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement is 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. We will forward the original to the City Clerk's office upon receipt.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
March 12, 2025
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Trey Brice, Taft Stettinius & Hollister LLP
Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this ___ day of _____, 2025, by and between, Gen Mar Properties LLC, a Michigan limited liability company, having an address of 1021 Livernois, Ferndale, Michigan 48220 (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 CVS Michigan, L.L.C., a Michigan limited liability company ("CVS") is the developer of a certain parcel of land situated in Section 22 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). CVS has received final site plan approval for construction of a new parking area development on the Property.
- B. The parking area 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 non-exclusive 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 also described and depicted in Exhibit C, 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 aggregate amount equivalent to the total cost 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.

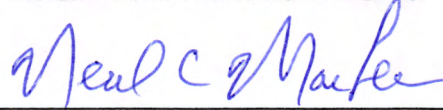
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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.

GEN MAR PROPERTIES, LLC,
a Michigan limited liability company

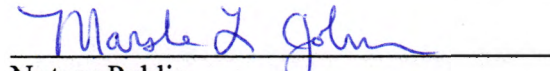


By: Neal C. MacLean
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7th day of January, 2025, by Neal C. MacLean, as the Manager of **GEN MAR PROPERTIES, LLC**, a Michigan limited liability company.

MARSHA L. JOHNSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 4, 2025
Acting in the County of Oakland



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

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 _____ 2025, by, _____, on behalf of the City of Novi, a Municipal Corporation.

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

MARSHA L. JOHNSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires June 4, 2025
Acting in the County of _____

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

Legal Descriptions

Land in the City of Novi, Oakland County, Michigan, described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 22, Town 1 N, Range 8 East, City of Novi, Oakland County, Michigan; thence North 00 degrees 23 minutes 56 seconds East 593.76 feet; thence South 89 degrees 56 minutes 56 seconds West 297.00 feet to the point of beginning and proceeding thence south 89 degrees 56 minutes 56 seconds West 400.00 feet; thence North 00 degrees 23 minutes 56 seconds East 1051.55 feet; thence South 36 degrees 09 minutes 45 seconds East 671.48 feet along Southwesterly line of the Chesapeake and Ohio Railroad right-of-way; thence South 00 degrees 23 minutes 56 seconds West 509.07 feet to the point of beginning. 7.17
A05/13/87 FR 007

Parcel ID 50-22-22-276-009

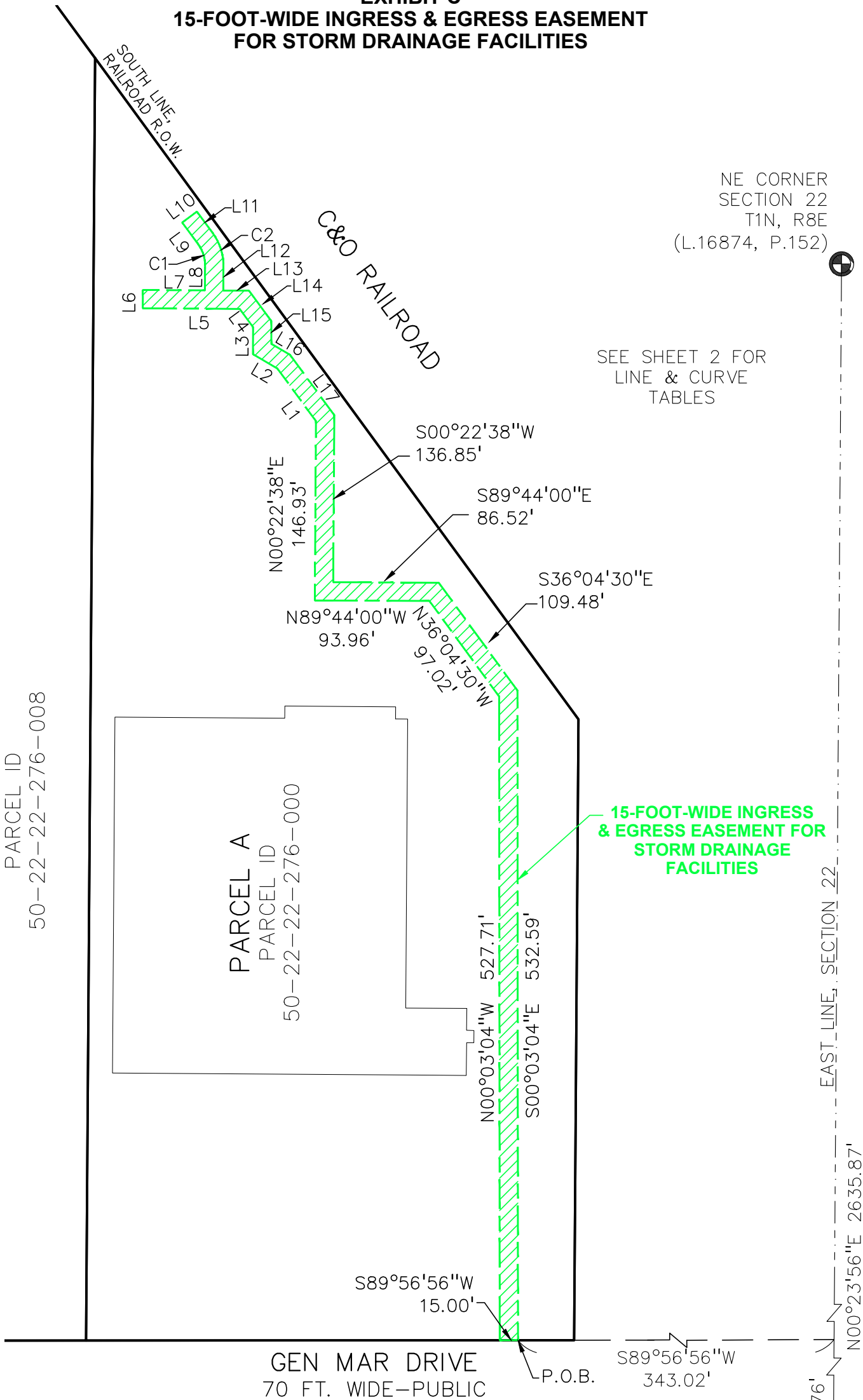
Common Address: 43600 Gen Mar

EXHIBIT B
SCHEDULE OF MAINTENANCE FOR
STORM WATER MANAGEMENT SYSTEM

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE							
DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS	COMPONENTS	Catch Basin, Inlets, Manholes, Temp. Outlet Control Structure	Storm Sewer Pipes	Rip-Rap	Pond, Swales	Overflow Structure	SCHEDULE
Inspect for accumulated sediment	X	X		X	X	Weekly	
Removal of accumulated sediment	X	X		X	X	As directed by Storm Water Operator Inspections, and prior to project turn over	
Inspect for floatables and debris	X	X	X	X	X	Quarterly	
Remove floatables and debris	X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over	
Inspect for site erosion			X	X	X	Weekly	
re-establish vegetation in eroded areas				X	X	As directed by Storm Water Operator Inspections, and prior to project turn over	
Inspect storm water system and components during wet weather and compare to plans	X	X			X	As required and at project turn over	
Make adjustments or replacements as determined by annual wet weather inspection.	X	X	X	X	X	As required	
Inspect, remove and repair or replace faulty mechanical and electrical components						As required	
Keep copies of all storm water operator reports and make available to City of Novi Personnel	X	X	X	X	X	Annually	
Pavement sweeping						Weekly or as required	

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE		COMPONENTS	Catch Basin, Inlets, Manholes	Storm Sewer Pipes	Rip-Rap	Pond, Swales	Overflow Structure	SCHEDULE	ESTIMATED ANNUAL BUDGET		
POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)									1st year	2nd year	3rd year
TASKS											
Inspect for accumulated sediment		X	X		X	X	Annually	\$75	\$75	\$100	
Removal of accumulated sediment		X	X		X	X	Annually first 2 years, then as required	\$500	\$500	\$0	
Inspect for floatables and debris		X	X	X	X	X	Annually	\$75	\$75	\$100	
Remove floatables and debris		X	X	X	X	X	Annually	\$100	\$50	\$75	
Inspect for site erosion				X	X	X	Annually	\$75	\$75	\$100	
Re-establish vegetation in eroded areas					X	X	Annually	\$400	\$200	\$225	
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)		X	X	X	X	X	Annually	\$125	\$125	\$150	
Make adjustments or replacements as determined by annual wet weather inspection.		X	X	X	X	X	As required	\$150	\$0	\$250	
Inspect, remove and repair or replace faulty mechanical and electrical components							Annually	\$150	\$150	\$175	
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel							Annually	\$0	\$0	\$0	
TOTAL BUDGET:								\$1650	\$1250	\$1175	

EXHIBIT C
15-FOOT-WIDE INGRESS & EGRESS EASEMENT
FOR STORM DRAINAGE FACILITIES



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120 W. JEFFERSON AVE.
SUITE 1300
DETROIT, MI 48226

SHEET 1 OF 2
FEBRUARY 4, 2025
23-0758



NORTH

0 50 100
SCALE: 1" = 100'

P.O.C.
E 1/4 CORNER
SECTION 22
T1N, R8E
(L.15528, P.770)

EXHIBIT C

15-FOOT-WIDE INGRESS & EGRESS EASEMENT
FOR STORM DRAINAGE FACILITIES

A 15-foot-wide Ingress & Egress Easement for Storm Drainage Facilities being more particularly described as follows: COMMENCING at the East 1/4 corner of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and proceeding thence North 00 degrees 23 minutes 56 seconds East, 593.76 feet along the East line of Section 22; thence South 89 degrees 56 minutes 56 seconds West, along the North line of Gen Mar Drive, 343.02 feet to the POINT-OF-BEGINNING of the following described Easement; thence continuing South 89 degrees 56 minutes 56 seconds West, along the North line of Gen Mar Drive, 15.00 feet; thence North 00 degrees 03 minutes 04 seconds West, 527.71 feet; thence North 36 degrees 04 minutes 30 seconds West, 97.02 feet; thence North 89 degrees 44 minutes 00 seconds West, 93.96 feet; thence North 00 degrees 22 minutes 38 seconds East, 146.93 feet; thence North 36 degrees 09 minutes 45 seconds West, 53.21 feet; thence North 59 degrees 15 minutes 47 seconds West, 23.63 feet; thence North 00 degrees 22 minutes 38 seconds East, 22.02 feet; thence North 36 degrees 04 minutes 30 seconds West, 18.57 feet; thence North 89 degrees 37 minutes 22 seconds West, 79.43 feet; thence North 00 degrees 22 minutes 38 seconds East, 15.00 feet; thence South 89 degrees 37 minutes 22 seconds East, 50.83 feet; thence North 00 degrees 22 minutes 38 seconds East, 18.40 feet; thence 20.77 feet along a curve to the left, having a radius of 30.00 feet, a central angle of 39 degrees 40 minutes 24 seconds, and chord bearing North 16 degrees 24 minutes 04 seconds West, 20.36 feet; thence North 36 degrees 14 minutes 16 seconds West, 22.03 feet; thence North 53 degrees 45 minutes 44 seconds East, 15.00 feet; thence South 36 degrees 14 minutes 16 seconds East, 22.03 feet; thence 30.74 feet along a curve to the right, having a radius of 45.00 feet, a central angle of 39 degrees 08 minutes 10 seconds, and chord bearing South 16 degrees 40 minutes 11 seconds East, 30.14 feet; thence South 00 degrees 22 minutes 38 seconds West, 18.02 feet; thence South 89 degrees 37 minutes 22 seconds East, 21.16 feet; thence South 36 degrees 04 minutes 30 seconds East, 31.08 feet; thence South 00 degrees 22 minutes 38 seconds West, 18.36 feet; thence South 59 degrees 15 minutes 47 seconds East, 18.10 feet; thence South 36 degrees 09 minutes 45 seconds East, 61.23 feet; thence South 00 degrees 22 minutes 38 seconds West, 136.85 feet; thence South 89 degrees 44 minutes 00 seconds East, 86.52 feet; thence South 36 degrees 04 minutes 30 seconds East, 109.48 feet; thence South 00 degrees 03 minutes 04 seconds East, 532.59 feet to the POINT-OF-BEGINNING.

Line Table					
Line #	Direction	Length	Line #	Direction	Length
L1	N36°09'45"W	53.21'	L10	N53°45'44"E	15.00'
L2	N59°15'47"W	23.63'	L11	S36°14'16"E	22.03'
L3	N00°22'38"E	22.02'	L12	S00°22'38"W	18.02'
L4	N36°04'30"W	18.57'	L13	S89°37'22"E	21.16'
L5	N89°37'22"W	79.43'	L14	S36°04'30"E	31.08'
L6	N00°22'38"E	15.00'	L15	S00°22'38"W	18.36'
L7	S89°37'22"E	50.83'	L16	S59°15'47"E	18.10'
L8	N00°22'38"E	18.40'	L17	S36°09'45"E	61.23'
L9	N36°14'16"W	22.03'			

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	20.77'	30.00'	39°40'24"	N16°24'04"W	20.36'
C2	30.74'	45.00'	39°08'10"	S16°40'11"E	30.14'

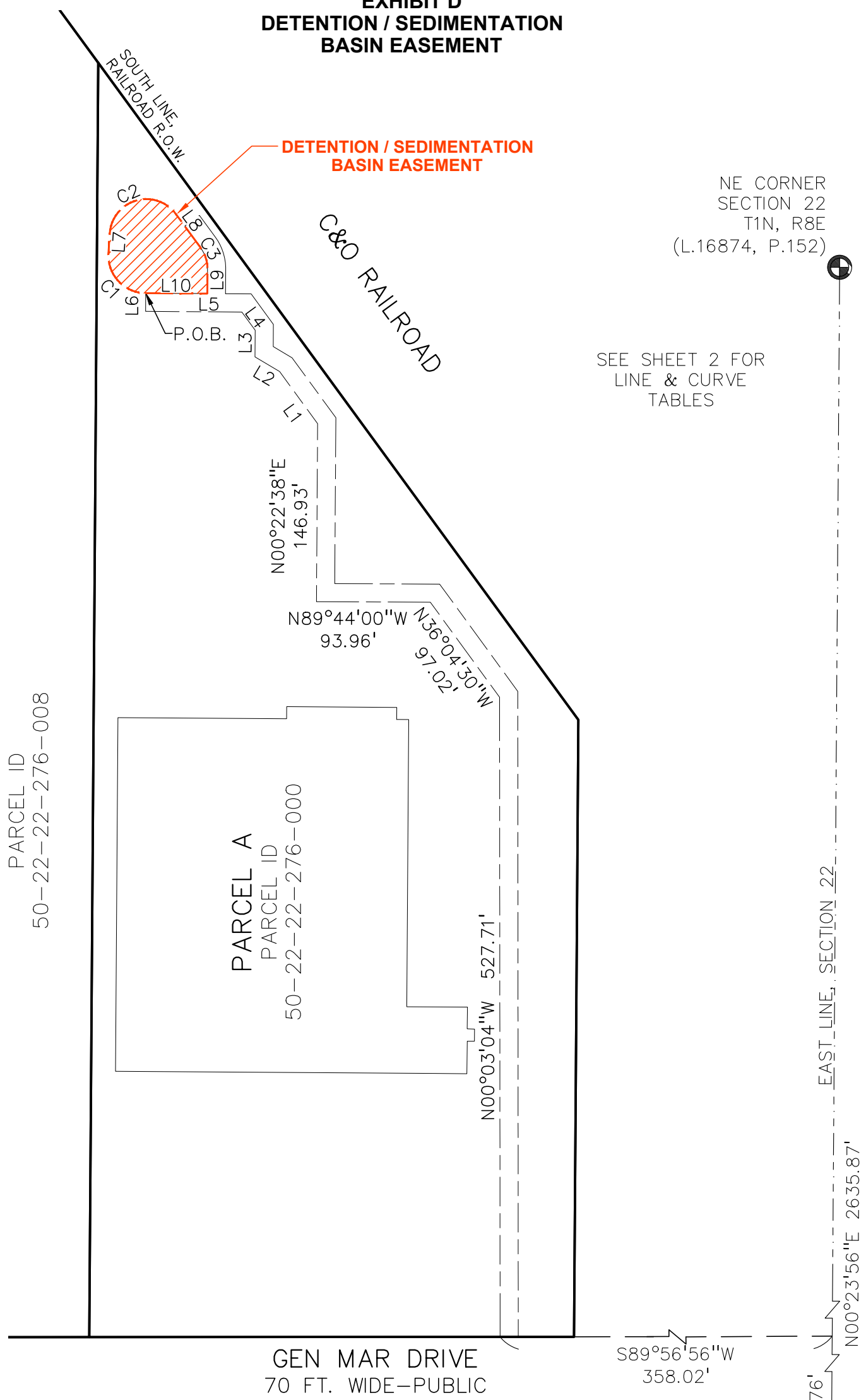


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DETROIT, MI 48226

SHEET 2 OF 2
FEBRUARY 4, 2025
23-0758

EXHIBIT D
DETENTION / SEDIMENTATION
BASIN EASEMENT



PARCEL B
PARCEL ID
50-22-22-276-008

PARCEL A
PARCEL ID
50-22-22-276-000

NE CORNER
SECTION 22
T1N, R8E
(L.16874, P.152)

SEE SHEET 2 FOR
LINE & CURVE
TABLES

EAST LINE, SECTION 22

N00°23'56\"E 2635.87'

GEN MAR DRIVE
70 FT. WIDE-PUBLIC

S89°56'56\"W
358.02'

593.76'

P.O.C.
E 1/4 CORNER
SECTION 22
T1N, R8E
(L.15528, P.770)

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SUITE 1300
DETROIT, MI 48226

SHEET 1 OF 2
FEBRUARY 4, 2025
23-0758



EXHIBIT D
DETENTION / SEDIMENTATION
BASIN EASEMENT

DETENTION / SEDIMENTATION EASEMENT

A Detention / Sedimentation Easement being more particularly described as follows:
COMMENCING at the East 1/4 corner of Section 22, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and proceeding thence North 00 degrees 23 minutes 56 seconds East, 593.76 feet along the East line of Section 22; thence South 89 degrees 56 minutes 56 seconds West, 358.02 feet; thence North 00 degrees 03 minutes 04 seconds West, 527.71 feet; thence North 36 degrees 04 minutes 30 seconds West, 97.02 feet; thence North 89 degrees 44 minutes 00 seconds West, 93.96 feet; thence North 00 degrees 22 minutes 38 seconds East, 146.93 feet; thence North 36 degrees 09 minutes 45 seconds West, 53.21 feet; thence North 59 degrees 15 minutes 47 seconds West, 23.63 feet; thence North 00 degrees 22 minutes 38 seconds East, 22.02 feet; thence North 36 degrees 04 minutes 30 seconds West, 18.57 feet; thence North 89 degrees 37 minutes 22 seconds West, 79.43 feet; thence North 00 degrees 22 minutes 38 seconds East, 15.00 feet to the POINT-OF-BEGINNING of the following described Easement; thence 50.96 feet along a non-tangent curve to the right, having a radius of 30.24 feet, a central angle of 96 degrees 32 minutes 35 seconds, and chord bearing North 42 degrees 57 minutes 23 seconds West, 45.14 feet; thence North 03 degrees 42 minutes 35 seconds East, 16.34 feet; thence 74.00 feet along a non-tangent curve to the right, having a radius of 30.27 feet, a central angle of 140 degrees 04 minutes 19 seconds, and chord bearing North 73 degrees 44 minutes 10 seconds East, 56.90 feet; thence South 36 degrees 14 minutes 16 seconds East, 34.32 feet; thence 20.77 feet along a curve to the right, having a radius of 30.00 feet, a central angle of 39 degrees 40 minutes 24 seconds, and chord bearing South 16 degrees 24 minutes 04 seconds East, 20.36 feet; thence South 00 degrees 22 minutes 38 seconds West, 18.40 feet; thence North 89 degrees 37 minutes 22 seconds West, 50.83 feet to the POINT-OF-BEGINNING.

Line Table		
Line #	Direction	Length
L1	N36°09'45"W	53.21'
L2	N59°15'47"W	23.63'
L3	N00°22'38"E	22.02'
L4	N36°04'30"W	18.57'
L5	N89°37'22"W	79.43'
L6	N00°22'38"E	15.00'
L7	N03°42'35"E	16.34'
L8	S36°14'16"E	34.32'
L9	S00°22'38"W	18.40'
L10	N89°37'22"W	50.83'

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	50.96'	30.24'	96°32'35"	N42°57'23"W	45.14'
C2	74.00'	30.27'	140°04'19"	N73°44'10"E	56.90'
C3	20.77'	30.00'	39°40'24"	S16°24'04"E	20.36'

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120 W. JEFFERSON AVE.
SUITE 1300
DETROIT, MI 48226

SHEET 2 OF 2

FEBRUARY 4, 2025
23-0758

February 28, 2025

Ben Croy
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: CVS Distribution Center Site Improvements - Acceptance Documents Review #4
Novi # JSP23-0045
SDA Job No. NV24-223
INITIAL DOCUMENTS - APPROVED
FINAL DOCUMENTS REQUIRED FOLLOWING CONSTRUCTION

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on February 24, 2025 against the Final Site Plan (Stamping Set) approved on October 12, 2024. We offer the following comments:

Initial Acceptance Documents:

1. Storm Drainage Facility / Maintenance Easement Agreement
(unexecuted, dated 02-04-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention/Sedimentation Basin Easement Description and Sketch) Approved
2. Declaration of Parking Rights License and Agreement
(recorded 12-19-2024)
Exhibit A (Parcel Descriptions) Approved
Exhibit B (Parking Lot Plan and Sketch) 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. All documents must be completed using blue/black ink as the County will reject them otherwise.

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.

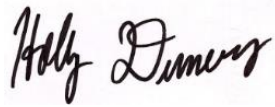
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated 10-28-2024 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



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Rebecca Runkel, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Trey Brice, Taft Stettinius & Hollister LLP