



CITY OF NOVI CITY COUNCIL
AUGUST 11, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for O'Reilly Auto Parts located on the south side of Grand River Avenue east of Novi Road (parcel 50-22-23-102-030).

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:

O'Reilly Auto Parts is located on the south side of Grand River Avenue east of Novi Road. O'Reilly Auto Parts 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 December 16, 2024, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, July 18, 2025) and the City Engineering consultant (Spalding DeDecker, July 18, 2025) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for O'Reilly Auto Parts located on the south side of Grand River Avenue east of Novi Road (parcel 50-22-23-102-030).

O'Reilly Auto Parts SDFMEA

Location Map



Map Author: Kate Purpura
Date: 07/21/2025
Project: O'Reilly Auto Parts
Version: 1.0

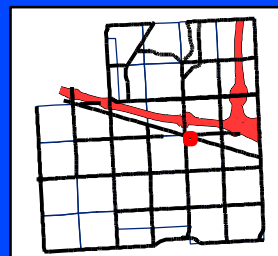
Amended By:
Date:
Department:

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

Feet
0 15 30 60 90
1 inch = 73 feet



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Farmington Hills, Michigan 48331
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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 18, 2025

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

RE: O'Reilly Auto Parts Drainage & Pavement Improvements JSP21-0035 Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the O'Reilly Auto Parts Property. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The Corporate name provided in the Agreement is consistent with the corporate filings with the State of Michigan and confirms that O'Reilly Auto Parts and O'Reilly Auto Enterprises, LLC, are the same entity. 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. 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

Ben Croy, City Engineer
City of Novi
July 18, 2025
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Enclosure

CC: (w/Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Stacey Choi, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Milad Alesmail, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire



Fidelity National Title Insurance Company

FILE NO.: 14-35116

POLICY NO.: 82306-43739119

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issued by: Meridian Title Corporation

Fidelity National Title Insurance Company

Bradley J. Highland



By:

James M. Prie

ATTEST

President

[Signature]

Secretary

Authorized Signatory
Bradley J. Highland

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to

real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured

in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be

made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated

at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Schedule A

MERIDIAN TITLE CORPORATION

National Commercial Services

150 S. Wacker Dr., 24th Floor

Chicago, IL 60606

312.264.6563

NCSChicago@MeridianTitle.com

OWNERS POLICY

Agents Reference Number:

14-35116

Date of Policy:

January 26, 2015 at 2:06PM

Amount of Insurance:

\$1,150,000.00

Owners Policy No: 82306-43739119

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

1. Name of Insured:

O'Reilly Auto Enterprises LLC, a Delaware limited liability company

2. The estate or interest in the land is described herein and which is covered by this policy is **Fee Simple**.

3. Title to the estate or interest referred to herein is vested in:

O'Reilly Auto Enterprises LLC, a Delaware limited liability company

4. The land referred to in this policy is located in the City of Novi, County of Oakland, State of Michigan and described as follows:

SEE ATTACHED EXHIBIT "A"

Schedule A

EXHIBIT A

PARCEL I: PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET FROM NORTHWEST SECTION CORNER; THENCE SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 219.30 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 220.93 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 20 SECONDS WEST 258.00 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 10 SECONDS EAST 166.42 FEET; THENCE NORTH 19 MINUTES 53 SECONDS 27 DEGREES EAST 133.14 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREOF, ANY PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAY PURPOSES.

PARCEL II: PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET AND SOUTH 19 DEGREES 53 MINUTES 27 SECONDS WEST 133.14 FEET FROM NORTHWEST SECTION CORNER; THENCE SOUTH 02 DEGREES 08 MINUTES 10 SECONDS WEST 166.42 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 20 SECONDS EAST 258.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 28.21 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 02 SECONDS WEST 102.67 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 20 SECONDS WEST 90.31 FEET; THENCE NORTH 70 DEGREES 41 MINUTES 16 SECONDS WEST 233.22 FEET; THENCE NORTH 19 DEGREES 53 MINUTES 27 SECONDS EAST 218.63 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREOF, ANY PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAY PURPOSES.

ALSO BEING DESCRIBED AS:

PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET FROM NORTHWEST SECTION CORNER; THENCE SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 219.30 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 249.14 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 02 SECONDS WEST 102.67 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 20 SECONDS WEST 90.31 FEET; THENCE NORTH 70 DEGREES 41 MINUTES 16 SECONDS WEST 233.22 FEET; THENCE NORTH 19 DEGREES 53 MINUTES 27 SECONDS EAST 351.77 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREOF, ANY PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAY PURPOSES.

Agents Reference No.: 14-35116

Owners Policy No: 82306-43739119

The Policy Number shown on this schedule must agree with the preprinted number on the cover sheet.

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. None.

Special Exceptions:

1. Taxes for year of 2015, and subsequent years, are a lien not yet due and payable.
2. Taxes which become a Lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a Lien or become due and payable subsequent to the date of this commitment.
3. Taxes and assessments that become a lien against the property after date of commitment or closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead (PRE) exemption status for the insured premises.
4. Easement and associated rights granted to City of Novi in an instrument in Liber 5723, page 119 and in Liber 5723, page 123 all in the Office of the Register of Deeds of Oakland County, Michigan.
5. Easement and associated rights granted to City of Novi in an instrument in Liber 7898, page 269 and in Liber 7898, page 274 all in the Office of the Register of Deeds of Oakland County, Michigan.
6. Easement and associated rights granted to The Detroit Edison Company in an instrument in Liber 8245, page 680 in the Office of the Register of Deeds of Oakland County, Michigan.
7. Non Exclusive Easement for Ingress and Egress, Parking Lot Access, and Storm Drainage Easement and Sanitary Sewer Easement in Liber 10107, page 711 in the Office of the Register of Deeds of Oakland County, Michigan.
8. Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.
9. The following matters as disclosed by survey prepared by Kevin Navaroli, P.S. No. 53503 of NF Engineers, dated November 6, 2014, and known as NFE Job No. I307:
 1. Rights of the public to use those portions of the land lying within the confines of Grand River Avenue.
 2. Easements or quasi-public easements, as evidenced by sanitary sewers, sanitary clean outs, water mains, storm drains, catch basins, overhead utility lines, light poles, signs, gas mains, and underground cables.
10. Rights of tenants by virtue of unrecorded leases assigned to O'Reilly Auto Enterprises LLC by The W. Harold Tuck Trust dated 10/10/1988 and The Donald F. Tuck Trust dated 10/10/1988 in Assignment and Assumption of Leases dated January 20, 2015.

DELETION OF ARBITRATION – ALTA OWNER'S POLICY ENDORSEMENT

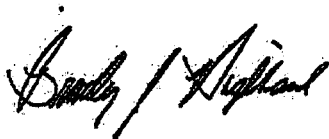
Attached to and forming a part of
Owner's Policy No.: 82306-43739119
Issued by
Fidelity National Title Insurance Company

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date Signed: January 26, 2015

Issued by: Meridian Title Corporation



Authorized Signatory
Bradley J. Highland

Note: This endorsement shall not be binding until countersigned by an authorized signatory.

File No.: 14-35116

Deletion of Arbitration - ALTA Owner's Policy
Adopted 6-2005

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 27 day of September, 2023, by and between _O'Reilly Auto Parts, a Michigan Corporation, whose address is 43131 Grand River Avenue, MI 48375-1735 (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 23 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A**.
 - A. Owner has received final site plan approval for construction of a Parking lot development on the Property.
- B. The parking lot 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

O'Reilly Auto Parts

Chris Wolcott

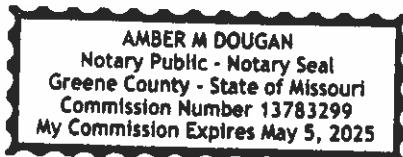
By: [Signature]

Its:

STATE OF MISSOURI)
) ss.

COUNTY OF GREEN)

The foregoing instrument was acknowledged before me this 27 day of September, 2023
by Chris Wolcott, as the Director Facility Maint. of O'Reilly Auto Parts.



[Signature]

Notary Public

Acting in Green County, Missouri

My Commission Expires: 5/5/25

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 _____, 20____, 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

And when recorded return to:
Cortney Hanson, City Clerk

Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	City of Novi 45175 Ten Mile Rd Novi, MI 48375
--	---

EXHIBIT A

PARCEL DESCRIPTION:

PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET FROM NORTHWEST SECTION CORNER; THENCE SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 219.30 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 39 SECONDS WEST 249.14 FEET; THENCE NORTH 87 DEGREES 44 MINUTES 02 SECONDS WEST 102.67 FEET; THENCE SOUTH 02 DEGREES 11 MINUTES 20 SECONDS WEST 90.31 FEET; THENCE NORTH 70 DEGREES 41 MINUTES 16 SECONDS WEST 233.22 FEET; THENCE NORTH 19 DEGREES 53 MINUTES 27 SECONDS EAST 351.77 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREOF, ANY PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAY PURPOSES.

REFERENCE:

PROPOSED PARCEL COMBINATION PREPARED BY NOWAK & FRAUS ENGINEERS, JOB NO. I307, DATED 8/10/2022.

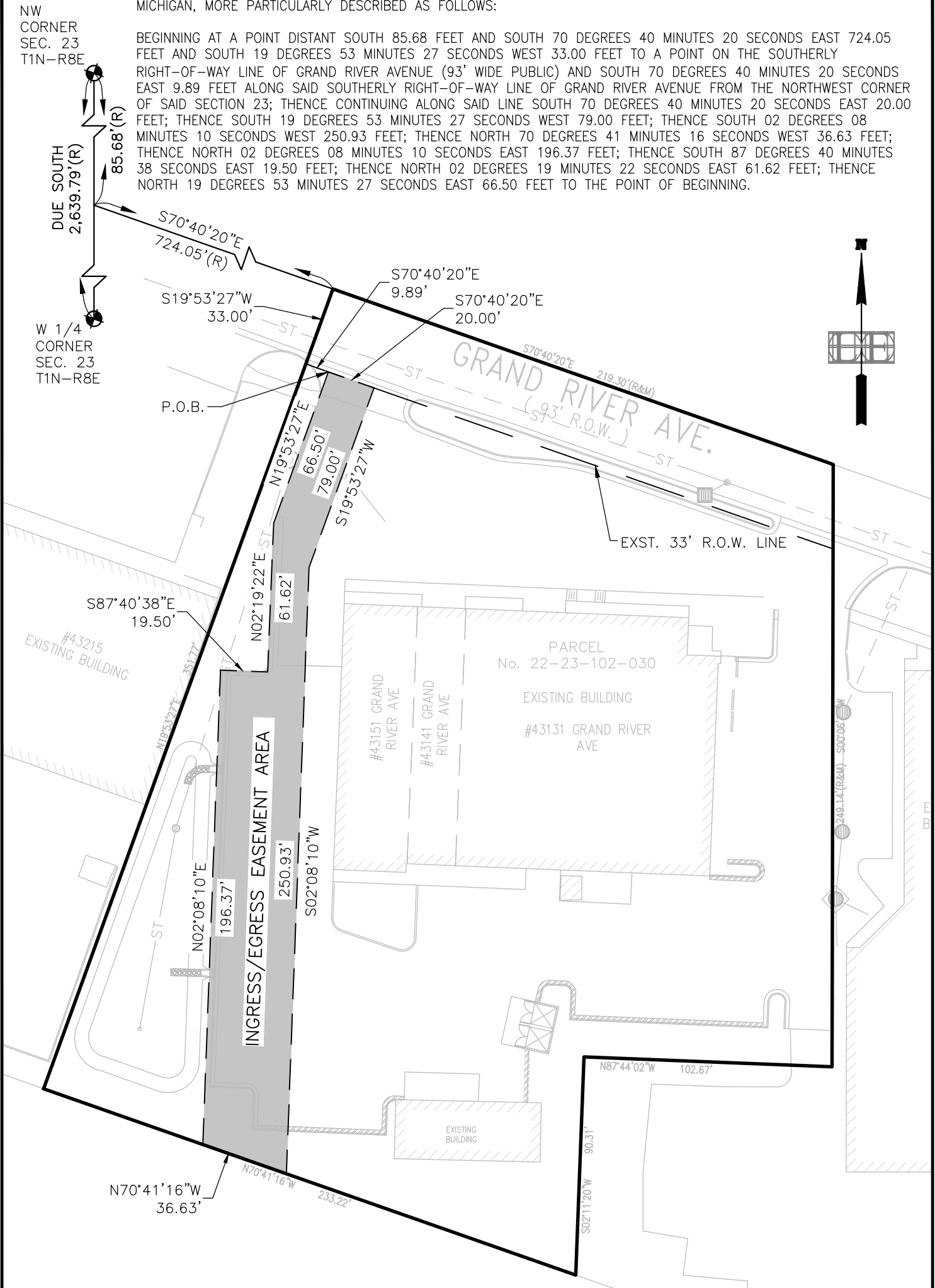
EXHIBIT B

Stormwater Maintenance Plan - Tasks / Schedule / Budget								
Project Name: 43131 Grand River - Drainage and Pavement Improvements Responsible Party / OWNER During Construction: CONTRACTOR - Ostlund, A Service Company Post-Construction: OWNER - O'Reilly Enterprises LLC								
TASKS	COMPONENTS						SCHEDULE	ESTIMATED BUDGET
	Storm Sewer System	Ditches and Swales	Outflow Control Structure	Rip-Rap	Storm Detention Areas	Emergency Overflow		
Inspect for sediment, floatables and debris	X	X	X		X		Annually	\$250.00
Removal of sediment, floatables and debris	X	X	X		X		As Needed	\$950.00
Inspection for erosion		X	X	X	X		Quarterly	\$150.00
Re-establish permanent vegetation on eroded slopes		X			X		As Needed	\$250.00
Replacement of Stone			X	X		X	As Needed	\$550.00
Mowing		X			X		0-2 times per year	\$250.00
Inspect Stormwater system compnents during wet weather and compare to as-built plans (by professional engineer reporting to OWNER)	X	X	X	X	X	X	Annually	\$250.00
Make adjustments or replacements as determined by annual wet weather inspection	X	X	X	X	X	X	As needed	\$350.00
Keep records of all inspections and maintenance activities and report to OWNER.							Annually	
Keep records of all costs for inspections, maintenance and repairs. Report to OWNER.							Annually	
Inspect stormwater system components following storms of one inch or more.	X	X	X	X	X	X	As needed	\$150.00
Total Annual Budget								\$3,150.00
Notes: <ol style="list-style-type: none"> "As Needed" refers to when sediment has accumulated to a maximum of one foot depth, visual debris exists, or if the stormwater management basin does not drain within 48-72 hours after a rain event. During construction, it is the CONTRACTOR's responsibility to perform maintenance. After construction has concluded, it will be OWNER's responsibility to perform maintenance. No chemicals are allowed in stormwater features or buffer zones, with the following exception: invasive species may be treated with chemicals by a certified applicator. 								

EXHIBIT C

INGRESS/EGRESS EASEMENT AREA DESCRIPTION:
PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET AND SOUTH 19 DEGREES 53 MINUTES 27 SECONDS WEST 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE (93' WIDE PUBLIC) AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 9.89 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE FROM THE NORTHWEST CORNER OF SAID SECTION 23; THENCE CONTINUING ALONG SAID LINE SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 20.00 FEET; THENCE SOUTH 19 DEGREES 53 MINUTES 27 SECONDS WEST 79.00 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 10 SECONDS WEST 250.93 FEET; THENCE NORTH 70 DEGREES 41 MINUTES 16 SECONDS WEST 36.63 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 10 SECONDS EAST 196.37 FEET; THENCE SOUTH 87 DEGREES 40 MINUTES 38 SECONDS EAST 19.50 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 22 SECONDS EAST 61.62 FEET; THENCE NORTH 19 DEGREES 53 MINUTES 27 SECONDS EAST 66.50 FEET TO THE POINT OF BEGINNING.

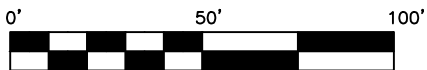


LIVINGSTON ENGINEERING
CIVIL ENGINEERING SURVEYING PLANNING

3300 S. OLD U.S., BRIGHTON, MI 48114
INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699

O'REILLY ENTERPRISES LLC

43131 GRAND RIVER
NOVI, MI



SCALE 1"=50'

SHEET No. 1 of 1

JOB No. 21245

DRAWN TJZ

DATE 9/27/23

REV.

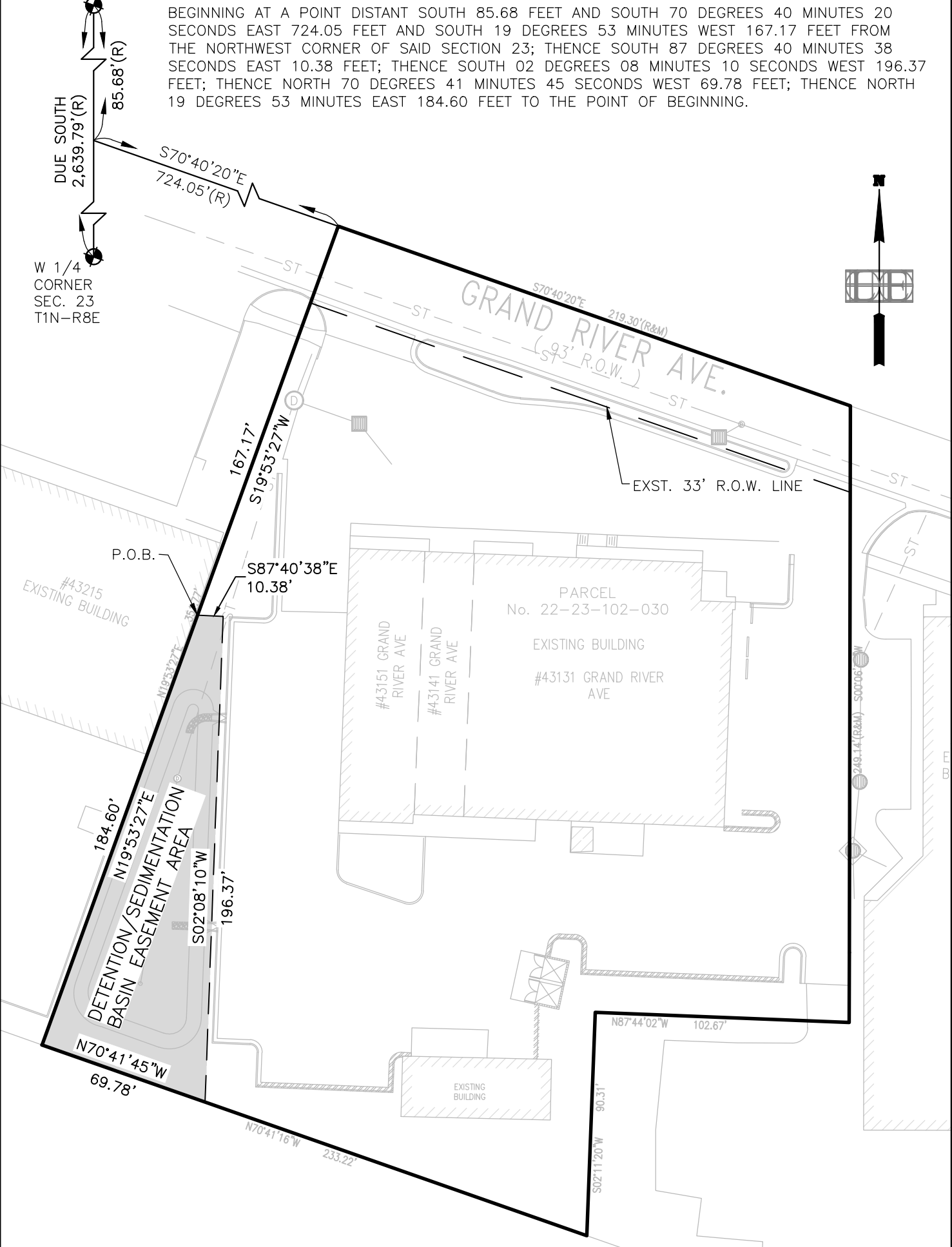
CREW

CHECK NML

EXHIBIT D

NW
CORNER
SEC. 23
T1N-R8E

DETENTION/SEDIMENTATION BASIN EASEMENT AREA DESCRIPTION:
PART OF THE NORTHWEST 1/4, OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT DISTANT SOUTH 85.68 FEET AND SOUTH 70 DEGREES 40 MINUTES 20 SECONDS EAST 724.05 FEET AND SOUTH 19 DEGREES 53 MINUTES WEST 167.17 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 87 DEGREES 40 MINUTES 38 SECONDS EAST 10.38 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 10 SECONDS WEST 196.37 FEET; THENCE NORTH 70 DEGREES 41 MINUTES 45 SECONDS WEST 69.78 FEET; THENCE NORTH 19 DEGREES 53 MINUTES EAST 184.60 FEET TO THE POINT OF BEGINNING.

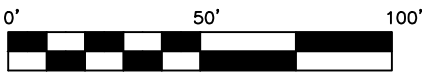


LIVINGSTON ENGINEERING
CIVIL ENGINEERING SURVEYING PLANNING

INTERNET: WWW.LIVINGSTONENG.COM PHONE: (810) 225-7100 FAX: (810) 225-7699

O'REILLY ENTERPRISES LLC

43131 GRAND RIVER
NOVI, MI



SCALE 1"=50'

SHEET No. 1 of 1

JOB No. 21245

DRAWN TJZ

DATE 9/27/23

REV.

CREW

CHECK NML

July 18, 2025

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

Re: O'Reilly Auto - Acceptance Documents Review #1 – rev
Novi # JSP21-0035
SDA Job No. NV24-203
FINAL DOCUMENTS - APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on September 28, 2023 against the Final Site Plan (Stamping Set) approved on September 25, 2023. We offer the following comments:

Final Acceptance Documents:

- 1. Storm Drainage Facility / Maintenance Easement Agreement**
(executed 09-27-2023: exhibit dated 09-27-2023)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention Basin Easement Description and Sketch) 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 February 23, 2022 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



Digitally signed by Taylor E. Reynolds
Date: 2025.07.18 12:50:24-04'00'

Taylor E. Reynolds, PE
Senior Project Manager

Cc (via Email): Holly Demers, 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
Ben Nelson, City of Novi
Milad Alesmail, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi

December 16, 2024

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

**Re: O'Reilly Drainage and Pavement Improvements
Storm Water Detention System Inspection**
Novi SP No.: JSP21-0035
SDA Job No.: NV24-203


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 structure 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

 Digitally signed by
Sydney Waynick
Date: 2024.12.16
15:26:51-05'00'

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
Rob Wilson, Nagle – Project Manager