



CITY OF NOVI CITY COUNCIL
OCTOBER 12, 2026

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Sakura Novi Residential, LLC for the Sakura East development located on the south side of 11 Mile Road west of Meadowbrook Road (parcel 50-22-23-226-046).

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 their privately owned on-site underground detention system, stormwater treatment unit, and storm sewer.

BACKGROUND INFORMATION:

Sakura East is located on the south side of 11 Mile Road west of Meadowbrook Road (parcel 50-22-23-226-046). Sakura Novi Residential, LLC 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 underground detention system, stormwater treatment unit, and storm sewer.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated September 3, 2026, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, August 10, 2026) and the City Engineering consultant (Spalding DeDecker, September 9, 2026) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Sakura Novi Residential, LLC for the Sakura East development located on the south side of 11 Mile Road west of Meadowbrook Road (parcel 50-22-23-226-046).

Sakura East SDFMEA

Location Map



Legend

-  Minor Road
-  Major Road
-  Tax Parcels
-  Subject Parcel



Feet

0 30 60 120

Map Author: Kate Purpura
Map Print Date: 09/25/2026

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

August 10, 2026

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

RE: **Sakura East JSP 25-009**
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 Sakura East 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. 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
August 10, 2026
Page 2

C: (w/Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Director of Planning
Brad Doane, Planner
Diana Shanahan, Planer
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick & Ted Meadows, Spalding DeDecker
Tim Loughrin, Robertson Bros
Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT made this _____ day of _____, 202_, by and between Sakura Novi Residential, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 (hereinafter the "Owner"), and the City of Novi, and its successors or assigns, whose address is 45175 West Ten Mile Road, Novi, Michigan, 48375, (hereinafter the "Grantee").

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** (the "Overall Property"). Owner has received final site plan approval for construction of a commercial development on the Property.
- B. The 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 Pond Access and Maintenance Easement 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 Wet Pond and East Pond 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 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.

The Property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Owner set forth above 6 shall automatically transfer to the association established to administer the condominium.

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

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: **Robertson Brothers Co.,**
a Michigan corporation, Manager

By: [Signature]
Darian L. Neubecker,
Its: President

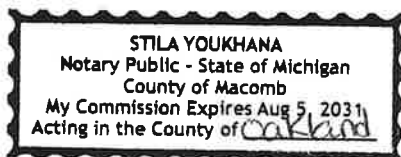
AND BY:

AIKENS SAKURA RESIDENTIAL,
LLC,
a Michigan limited liability company,
Member

By: [Signature]
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

22 The foregoing instrument was acknowledged before me in Oakland County, Michigan this
day of June, 2020 by Darian L. Neubecker, the President of Robertson Brothers
Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited
liability company, on behalf of the corporation and company.



Stila Youkhana
Macomb, Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 08/05/2031

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 22 day of June, 2026 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.



Shannon J. Pacitto, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 9/18/27

SHANNON J. PACITTO NOTARY PUBLIC – STATE OF MICHIGAN COUNTY OF MACOMB My Commission Expires September 18, 2027 Acting in the County of <u>Oakland</u>

CONSENT

As the holder of a mortgage interest in and to the property referenced in the Agreement and attached hereto and incorporated as Exhibit A, the undersigned hereby evidences its consent to the rights grant in and the recordation of the Agreement, which Agreement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has caused its signature to be placed on the 8 day of July, 2024

THE HUNTINGTON BANK,

By: Kelsea Pomranke
Kelsea Pomranke
Its: Assistant Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent was acknowledged before me this 8 day of July, 2024, by Kelsea Pomranke, the AVP of The Huntington Bank, on behalf of the bank.

Michael Gage
Michael Gage, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 3.23.2033

(Grantee)
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 _____,
202__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Oakland County, Michigan
Acting in _____ County, MI
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
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EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

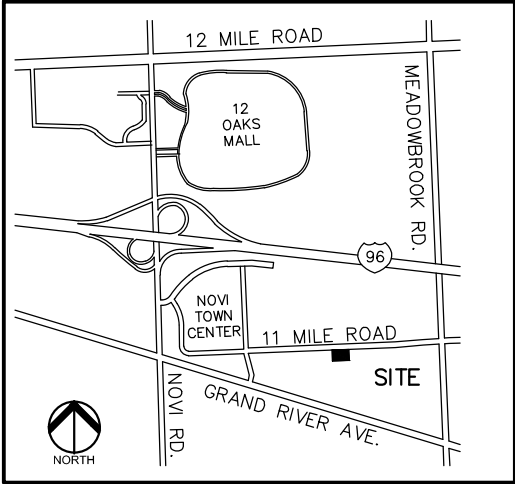
LEGAL DESCRIPTION
(Per Oakland County Tax Assessing)

PARCEL NO. 22-23-226-046
T1N, R8E, SEC 23 PART OF NE 1/4 BEG AT PT DIST
N88-24-50E 836.18 FT FROM N 1/4 COR, TH N88-24-50E
491.49 FT, TH S00-29-13E 310 FT, TH S88-25-55W 492.69 FT,
TH N00-15-50W 309.87 FT TO BEG 3.50 ACRES

LEGAL DESCRIPTION
(Per PEA Group)

OVERALL PARCEL
A parcel of land being part of the Northeast 1/4 of Section 23,
T.1N., R.8E., City of Novi, Oakland County, Michigan, being more
particularly described as:

Commencing at the North 1/4 corner of said Section 23; thence
along the north line of said Section 23, N88°24'50"E, 836.18
feet; thence S00°15'50"E, 35.01 feet to proposed south line of
11 Mile Road (proposed 35 foot half width) and the POINT OF
BEGINNING;
thence along said proposed south line, N88°24'50"E, 491.63 feet
to the west line of
"Avalon Pointe Office Center Condominium", Oakland County
Condominium Plan No. 1785, as recorded in Liber 43346, Page
819, Oakland County Records;
thence along said west line, S00°29'13"E, 275.00 feet;
thence S88°25'55"W, 492.69 feet;
thence N00°15'50"W, 274.86 feet to the aforementioned south
line of 11 Mile Road and the POINT OF BEGINNING.
Containing 3.11 acres of land, more or less.



LOCATION MAP
NO SCALE

ROBERTSON BROTHERS HOMES
6905 TELEGRAPH ROAD, SUITE 200
BLOOMFIELD HILLS, MI 48301

SHEET 1 OF 3
MAY 21, 2026
2018-033B

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT "B"
SCHEDULE OF MAINTENANCE FOR STORM
WATER MANAGEMENT SYSTEM

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES	Catch Basins, Inlets & Storm Sewers Swales / Bioswales Basin Inlets, Outlets & Gratings Detention System Outlet Control Structures Overflow Route Pavement Areas							FREQUENCY	ESTIMATED ANNUAL BUDGET
MONITORING/INSPECTION									
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X	X		Annually	\$500
Inspect for erosion and integrity of banks and berms		X	X	X		X		Annually and after major events	\$500
Inspect for floatables, dead vegetation and debris	X	X	X	X	X	X		Annually and after major events	\$500
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X	Annually	\$500
Monitor plantings/vegetation		X		X		X		2 times a year	\$0
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X		Annually	\$0
PREVENTIVE MAINTENANCE									
Mowing		X		X	X	X		Up to 2 times/year*	
Remove accumulated sediment	X	X	X	X	X			As needed**	\$1,500
Remove floatables, dead vegetation and debris	X	X	X	X	X	X		As needed	\$500
Remove invasive plant species		X		X				Annually	\$0
Sweeping of pavement surfaces (streets and parking areas)							X	As needed	\$2,000
REMEDIAL ACTIONS									
Repair/stabilize areas of erosion		X	X	X		X		As needed	\$250
Replace dead plantings, bushes, trees		X		X				As needed	\$1,000
Reseed bare areas		X		X		X		As needed	\$500
Structural repairs or replacement in kind	X		X		X	X	X	As needed	\$1,000
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	As needed	\$750
Oil and gasoline spills							X	Immediately	\$500
								Total Estimated Annual Cost	\$10,000

- * NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.
- ** FOREBAYS AND DETENTION SYSTEM TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED
- *** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD
NOT BE APPLIED TO THE FOREBAYS, DETENTION SYSTEM,
BUFFER STRIP OR WATERCOURSES

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

[illegible]

Stormwater enters the storm sewer system through a series of catch basins and roof drains. Stormwater is then routed to an underground detention system through a water quality unit which treats the stormwater per OCWRC requirements. The underground detention system is comprised of perforated CMP which allows for infiltration into the soils. This system outlets to the 12" storm sewer in 11 Mile Road.

t: 844.813.2949
www.peagroup.com

September 9, 2026

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

Re: Sakura East – On-Site Acceptance Documents Exhibit Review #4
Novi Job No. JSP25-0009
SDA Job No.: NV26-203
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on September 9, 2026, against the Final Site Plan approved on March 6, 2026. We offer the following comments:

Final Acceptance Documents

1. On-Site Water System Easement
(executed 07/08/2026; exhibit dated 12/12/2025)
Exhibit A (Sketch and Descriptions) – Approved
2. On-Site Sanitary Sewer Easement
(executed 07/08/2026; exhibit dated 12/12/2025)
Exhibit A (Sketch and Descriptions) – Approved
3. Sidewalk Easement
(executed 07/08/2026; exhibit dated 12/12/2025)
Exhibit A (Sketch and Descriptions) – Approved
4. Right-of-Way Warranty Deed
(executed 05/26/2026; exhibit dated 12/19/2025)
Exhibit A (Sketch and Descriptions) – Approved
5. Storm Drainage Facility Maintenance Easement Agreement
(executed 07/08/2026; exhibit dated 8/11/2026)
Exhibit A (Parcel Description) – Approved
Exhibit B (Schedule of Maintenance) – Approved
Exhibit C (Easement) – Approved
6. Bills of Sale for Utilities (Sanitary Sewer & Water Main)
(executed 09/08/2026; exhibit dated 12/12/2025)
Exhibit A (Sketch and Descriptions) – Approved
7. Full Unconditional Waivers of Lien from Utility Contractor – Received
8. Sworn Statement from Developer – Received



The documents submitted were found to be acceptable by our office pending review by the city attorney. Please send any additional or revised documents to the city; the city will distribute them for review.

It should be noted that the Plan Review Center Report dated August 19, 2025, contains all requirements regarding acceptance documents.

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

Sincerely,

SPALDING DEDECKER

Digitally signed by Sydney Waynick
Date: 2026.09.09 11:33:12-04'00'

Sydney Waynick
Construction Engineer

Cc (via email): Lindsay Bell, City of Novi
Diana Shanahan, City of Novi
Stacey Choi, City of Novi
Humna Anjum, City of Novi
Kate Purpura, City of Novi
Beth Saarela, RSJA Law
Sarah Marchioni, City of Novi
Angie Sosnowski, City of Novi
Alyssa Craigie, City of Novi
Tim Loughrin, Robertson Brothers Homes

September 3, 2026

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

Re: Sakura East
Storm Water Detention System Inspection
Novi SP No.: JSP25-0009
SDA Job No.: NV26-203

Dear Mrs. Anjum,

This letter serves as official notice that we have reviewed the status of the storm water systems including the detention system, storm sewer piping, and outlet control structures for the above-referenced project. As a result of this review, we have determined the storm water detention system to be in conformance with the approved construction plans. We recommend release of this financial guarantee.

If you have any questions, please contact us at our office.

Sincerely,

SPALDING DeDECKER

Digitally signed by Sydney Waynick
Date: 2026.09.03 14:00:15-04'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator
Angela Sosnowski, City of Novi – Bond Coordinator
Jennifer Thomas, Roberston Brothers Homes