



CITY OF NOVI CITY COUNCIL
OCTOBER 26, 2026

SUBJECT: Acceptance of highway easement for the construction of the Lee BeGole Drive/Crescent Boulevard Extension in the amount of \$103,617.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- A highway easement is needed for the property to complete the Lee BeGole Drive/Crescent Boulevard Extension.

FINANCIAL IMPACT

	FY 2025/26
EXPENDITURE REQUIRED	\$ 103,616.53
BUDGET Public Safety Building Fund 464-446.00-975.952 (Road)	\$ 13,524,636.00 TOTAL PROJECT- DESIGN & CONSTRUCTION \$ 12,394,072.23 TOTAL CONSTRUCTION
APPROPRIATION REQUIRED	\$ 0
FUND BALANCE IMPACT	\$ 0

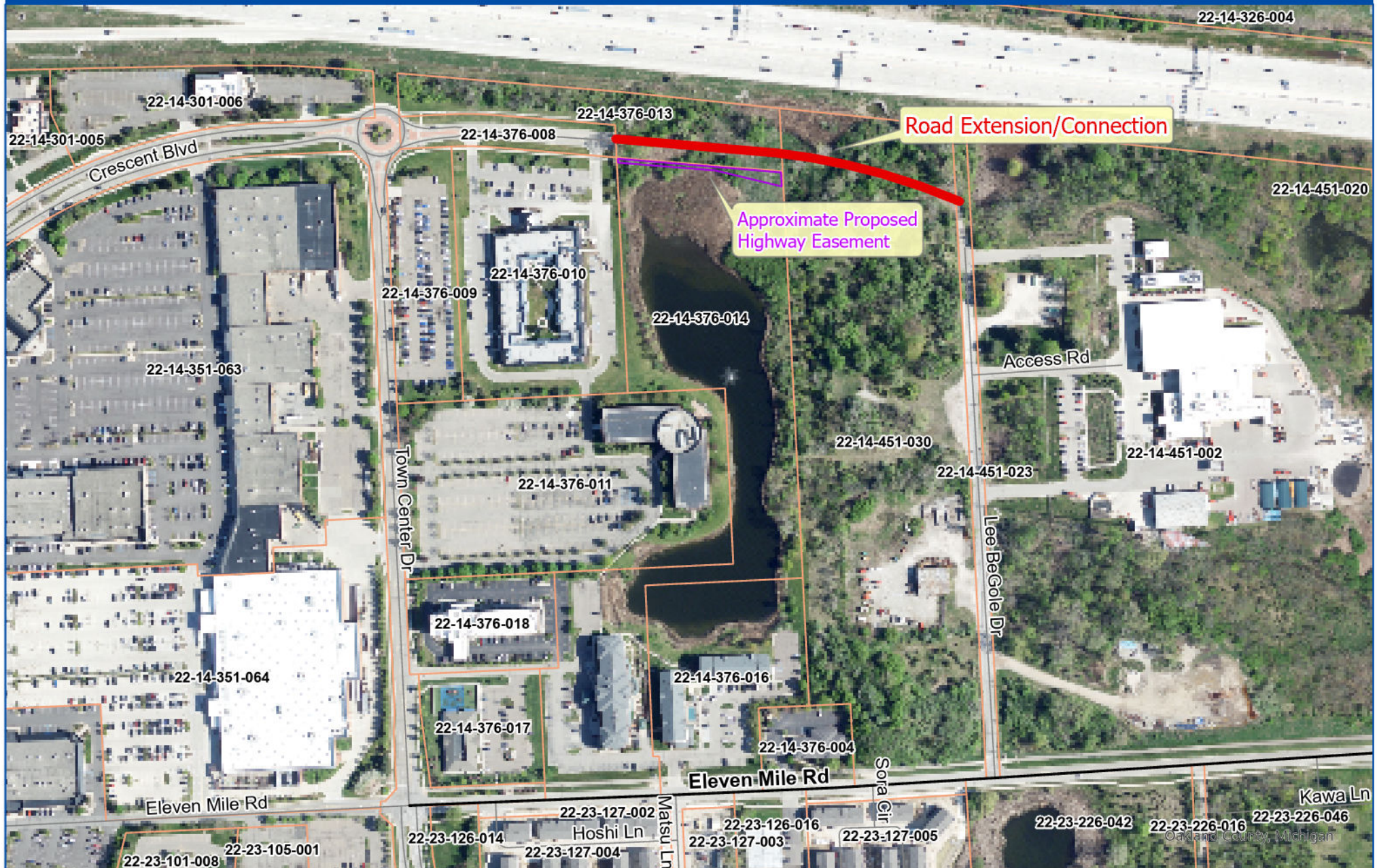
BACKGROUND INFORMATION:

The Lee BeGole Drive/Crescent Boulevard Extension project is being constructed in advance of the Public Safety Buildings on Lee BeGole Drive. A highway easement is needed at the north end of parcel 50-22-14-376-014 (42700 11 Mile Road) to allow proper grading for the road and to make the water main connection.

42700 Hospitality, LLC, the property owner of 42700 11 Mile Road, has agreed to grant the highway easement for \$103,616.53, which is the estimated value of the easement based on the City's Assessing records. The City Attorney reviewed the easement favorably (Saarela, October 6, 2026). Construction of the road extension began in September 2026 and will continue into 2027.

RECOMMENDED ACTION: Acceptance of a highway easement from the property owner of 42700 Eleven Mile Road, parcel 50-22-14-376-014, for the construction of the Lee BeGole Drive/Crescent Boulevard Extension, in the amount of \$103,617.

42700 11 Mile Rd Proposed Highway Easement



Map Author: Runkel
Date: 6-10-26
Project: Lee BeGole Extension
Version #: 1.0

Feet
0 95 190 380
1 inch = 311.9 feet



City of Novi

Geospatial Resources Division
Integrated Solutions Dept.
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 6, 2026

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**RE: *Crescent Boulevard & Lee BeGole Drive Extension* – Project Easements
42700 Eleven Mile**

Dear Ms. Runkel:

We have received and reviewed the following easement granted by the property owners of 42700 Eleven Mile for the Crescent Boulevard & Lee BeGole Drive Extension:

- Highway Easement (\$103,616.53)

The property owner's attorney has required the City sign the 5360' Highway Easement accepting its terms because the easement property is contaminated. The terms of the Highway Easement require the City to take the following steps before working in the easement area:

1. Review existing environmental due care plan;
2. Get its own due care plan prepared by an environmental consultant;
3. The City's contractor is required to obtain environmental insurance;
4. The City must indemnify the property owner for the term of the easement for any damages or injuries relating to the use of the easement;

The valuation for just compensation was based on City assessing records. Because it is a surface easement, it was valued at 100% of the per square foot value of the easement property.

The Highway Easement may be placed on an upcoming City Council Agenda for approval and acceptance. Once approved and executed by the City, the check may be issued and the Highway Easement may be recorded by the City Clerk's Office with the Oakland County Register of Deeds in the usual manner. The original is being forwarded by the Property Owner's attorney and should be held until the check for payment is issued.

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

Rebecca Runkel, Project Engineer
City of Novi
October 6, 2026
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk
Ben Croy, City Engineer
Thomas R. Schultz, Esquire

HIGHWAY EASEMENT

KNOW ALL PERSONS that 42700 Hospitality, LLC, a Michigan limited liability company (“Grantor”), whose address is 985 W Entrance Dr, Auburn Hills, MI 48236 for and in consideration of One Hundred and Three Thousand Six-Hundred and Sixteen Dollars and Fifty-three cents (\$103,616.53) paid to Grantor by the City of Novi, a Michigan Municipal Corporation, (“Grantee”), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, does hereby grant to the Grantee, a permanent easement for all public highway purposes (“Highway Easement”) and to construct, operate, maintain, repair, and/or replace roadways, utilities, sidewalk, and other infrastructure improvements in, over, under, upon, and through a portion of the following described premises (“Property”) situated in the City of Novi, County of Oakland, State of Michigan as such Highway Easement is more particularly described, drawn and depicted on the attached Exhibit A, subject to the terms and conditions contained herein.

Tax Parcel No.: 50-22-14-376-014

The Highway Easement consists of a varied width easement described as follows:

SEE HIGHWAY EASEMENT DRAWING, ATTACHED AS EXHIBIT “A,”

This Highway Easement includes, but is not limited to, the consent of the Grantor, within the Highway Easement area, to the removal of any trees, shrubs, and/or vegetation, to grading, to the occupancy of the Property by public utilities, and to other matters which, in the sole discretion of the Grantee, may be necessary in connection with all public highway purposes and the construction, operation, maintenance, repair, and/or replacement of roadways, utilities, and other infrastructure improvements in, over, under, upon, and through the Highway Easement. Grantor waives further notice of such actions.

The premises so disturbed by reason of the exercise of any of the foregoing powers shall be restored at Grantee’s sole cost and expense to substantially the condition that existed prior to construction by the Grantee, its agents, employees or contractors.

The Grantee acknowledges that the Property or portions of the Property contains environmental contamination and the Property is considered a Facility, within the meaning of MCL 324.20101(1)(s). This notice is being provided pursuant to MCL 324.20116. Grantee further acknowledges that a Baseline environmental assessment (“BEA”), within the meaning of MCL 324.20101(1)(f) was filed on this property. Grantee acknowledges that it has been provided with copies of the Grantor’s Phase I Environmental Site Assessment dated September 30, 2024, prepared by Darcy Environmental Consultants, LLC (“**Phase I**”), Baseline Environmental Assessment Conducted Pursuant to Section 20126(1)(c) of 1994 PA 451, Part 201, as Amended, and the Rules Promulgated Thereunder dated September 26, 2024 (“**BEA**”), and Section 7a Due Care Plan dated October 16, 2024, prepared by Darcy Environmental Consultants, LLC (“**Due Care Plan**”).

Prior to commencing any improvements on the Highway Easement, Grantee will perform its own baseline environmental assessment and will obtain its own due care plan, which at a minimum will include a soil management plan to minimize the potential for contaminants to migrate beyond the Highway Easement, any soils that are relocated will be characterized prior to disposal and will be properly manifested and transported by a licensed hauler to an appropriate licensed disposal facility for disposal, (collectively the "**Novi Due Care Plan**"). Grantee will provide both the baseline environmental assessment prepared by Grantee and the Novi Due Care Plan to Grantor, upon receipt. The Novi Due Care Plan, shall at a minimum comply with the Due Care Plan, but may be more stringent.

Grantee agrees to fully and strictly comply with any and all applicable state and federal Environmental Laws, and other applicable laws, regulations and ordinances, the Due Care Plan, and the Novi Due Care Plan. Grantee agrees not to take any action that will impair the Grantor's liability protection under Michigan and/or federal law. Grantee agrees to have an environmental consultant, reasonable acceptable to Grantor on site at all times that construction activities are taking place to assure compliance with all Environmental Laws, rules and/or regulations, the Due Care Plan, the Novi Due Care Plan, and to make certain that Grantee is not impairing Grantor's liability protection under Michigan and/or federal law. Grantee agrees to notify every superintendent, contractor, subcontractor, contractors, and others that will access the Property of the Phase I, BEA, the Due Care Plan, and the Novi Due Care Plan. Grantee will promptly provide Grantor with copies of environmental samplings, laboratory results, regulatory correspondence, notices from state or federal agencies, disposal manifest, disposal tickets, characterization reports, ground water filtration reports. Grantee will immediately notify Grantor if any release occurs. Grantee must investigate and remediate any release caused by its activities.

Grantee shall indemnify, defend, and hold harmless Grantor, its successors, assigns, affiliates, representatives, agents, managers, members, partners, trustees, beneficiaries, directors, officers, employees, attorneys, accountants, consultants, and agents ("**Grantor Parties**") from and against Grantee's, its agents, representatives, contractors, general contractor, subcontractor, suppliers, invitees, guests, the public, etc. ("**Grantee Parties**") use or improvement of the Property, in any manner whatsoever

Grantee, or its Contractor, at all relevant times, and prior to commencing construction, excavation, installation, repair, maintenance, or other improvements on the Property shall maintain, at its sole cost and expense, all commercially reasonable insurance covering environmental matters, including, without limitation pollution liability insurance, Contractor's pollution liability insurance, as well as general liability insurance and property insurance, from commercially reasonable insurance carriers. Such insurance shall provide coverage for pollution conditions arising from or related to Grantee's use of the Property, including without limitation, the disturbance, release, discharge, migration, handling, removal, transportation, or disposal of hazardous substances, pollutants, contaminants, petroleum products, or other regulated materials, including any exacerbation or migration of pre-existing environmental conditions. Coverage shall include cleanup costs, remediation expenses, third-party claims, bodily injury, property damage, and defense costs. Coverage amounts shall be not less than \$5 Million Dollars and not less than \$10 Million Dollars for known environmental risk. The policy shall include a waiver of subrogation in favor of Grantor, if permitted by applicable law. Any and all endorsements that insure environmental matters and pollution will be obtained by Grantee. Grantor will be listed as an additional insured. The policy may not be cancelled without a minimum of thirty (30) day notice to Grantor. All insurance required to be maintained by Grantee under this Highway Easement shall be primary and non-contributory with respect to any insurance maintained by Grantor, its successors and assigns. Grantee's insurers shall have no right of contribution from any insurance maintained by Grantor, and Grantee shall cause its insurance policies to include a provision endorsement confirming that such coverage is primary and non-contributory. Grantee shall provide Grantor copies of all insurance certificates and endorsements.

This Highway Easement runs with the land and shall bind the Grantor and the Grantor's heirs, representatives, successors, and assigns. This Highway Easement contains the entire understanding of the Grantor and the Grantee, and there are no other verbal promises between the Grantor and the Grantee except as shown herein.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 21st day of September, 2026.

GRANTOR
42700 Hospitality, LLC

BY: _____

Malik Abdulnoor
ITS: Authorized Agent

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing consent to easement was acknowledged before me this 21st day of September, 2026, by Malik Abdulnoor, the Authorized Agent of 42700 Hospitality, LLC, a Michigan Limited Liability Company, on its behalf.

Notary Public Joel Yoro

Oakland County, MI

My Commission Expires: 11/16/2028

Acting in Oakland County, Michigan

Parcel No. 50-22-14-376-014

Drafted by:
Elizabeth Saarela, Esq.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded return to:

Cortney Hanson, Clerk

City of Novi
45175 Ten Mile Rd.
Novi, MI 48375

RECORDING FEE _____ REVENUE STAMPS _____

Grantee's signature page

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this _____ day of _____, 202__.

GRANTEE

By: _____

Its:

STATE OF MICHIGAN)
) ss.

COUNTY OF _____)

The foregoing consent to easement was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, a Michigan _____, on its behalf.

Notary Public

_____, County, _____

My Commission Expires: _____

CONSENT TO EASEMENT

As the lender/mortgagee of the property referenced in the Highway Easement, dated _____, 2026, as shown in the Exhibit, attached hereto and incorporated herein, whereby 42700 Hospitality, LLC, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of said easements, which easements are hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 5th day of October, 2026

Financial Plus Credit Union

By: [Signature]

Its: Director of Business Lending

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 5th day of October, 2026 by Nathan Adams, the Director of Bus. Lending of Financial Plus Credit Union, _____ corporation, on its behalf.



AMY L. TREGO
Notary Public - State of Michigan
County of Genesee
My Commission Expires Dec. 23, 2027
Acting in the County of Genesee

[Signature]
Notary Public
Acting in Oakland County, MI
My commission expires: 12-23-2027

Exhibit "A"



PERMANENT EASEMENT PART OF THE SW 1/4 OF SECTION 14 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN PARCEL ID# 50-22-14-376-014		SCALE H: 1"=150' SHEET 1 OF 2	
DATE:	CLIENT:	JOB #	
07-14-2026	CITY OF NOVI	0163-25-0020	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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PERMANENT EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (50-22-14-376-014)
(PER OAKLAND COUNTY TAX ROLLS)

A parcel of land being a part of the SW 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the S 1/4 corner of said Section 14; thence S 87°28'51" W 464.63 feet to the Point of Beginning; thence S 87°28'51" W 276.01 feet; thence N 02°31'09" W 315.35 feet; thence N 87°28'51" E 44.98 feet; thence N 02°31'09" W 228.62 feet; thence N 87°19'27" W 428.40 feet; thence N 02°40'33" W 420.00 feet; thence S 87°19'27" W 232.83 feet; thence N 02°40'33" W 563.38 feet; thence S 85°13'06" E 398.12 feet; thence S 02°49'29" E 971.71 feet; thence S 87°19'27" W 376.70 feet; thence S 02°31'09" E 409.57 feet; thence N 87°28'51" E 14.77 feet; thence S 02°31'09" E 95.00 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PERMANENT EASEMENT

A parcel of land being a part of the SW 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the S 1/4 corner of said Section 14; thence S 87°28'51" W 464.63 feet to a point; thence continuing S 87°28'51" W 276.01 feet; thence N 02°31'09" W 315.35 feet; thence N 87°28'51" E 44.98 feet; thence N 02°31'09" W 228.62 feet; thence N 87°19'27" W 428.40 feet; thence N 02°40'33" W 420.00 feet; thence S 87°19'27" W 232.83 feet; thence N 02°40'33" W 552.43 feet to the Point of Beginning; thence continuing N 02°40'33" W 10.95 feet along the West line of said parent parcel; thence S 85°13'06" E 398.12 feet along the North line of said parent parcel; thence S 02°49'29" E 30.17 feet along the East line of said parent parcel; thence 153.93 feet along a curve to the left, radius 595.00 feet, delta 14°49'21", chord bears N 77°54'57" W 153.50 feet; thence N 85°19'31" W 248.44 feet to the Point of Beginning.

Contains 5,147 square feet or 0.118 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PERMANENT EASEMENT PART OF THE SW 1/4 OF SECTION 14 T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN PARCEL ID# 50-22-14-376-014			SCALE H: 1"=150'					
			SHEET 2					
			OF 2					
DATE:	CLIENT:	JOB #						
07-14-2026	CITY OF NOVI	0163-25-0020						
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM								
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INVOICE

Invoice Date: **May 27, 2026**

Additional Info:

File Number: **63-26995020-SSP**

Property Address: **42700 Eleven Mile Rd, Novi, MI 48375**
RE:

To:
City of Novi 45175 Ten Mile Novi, MI 48375 Attn: Rebecca Runkel

From:
ATA National Title Group, LLC 36800 Gratiot Avenue Clinton Township, MI 48035 Ph:(586) 463-7200 Fax:(586) 463-6114

Description (2300 MI - Basic)	Amount
Search - Title Information Rep	\$400.00

Total Premium: \$400.00

PLEASE NOTE: Payment is due upon receipt of Invoice

Please Remit To and/or For Closing Information, Please Contact:

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Thank you!

File No : **63-26995020-SSP**

Commonly Known As: 42700 Eleven Mile Rd, Novi, MI 48375

TITLE SEARCH

Date: April 30, 2026

The land referred to in this search is situated in the City of Novi, County of Oakland, State of Michigan, as follows:

SEE EXHIBIT A

Last grantee of record:

42700 Hospitality, LLC, a Michigan limited liability company

1. Mortgage in the original amount of \$4,500,000.00, and the terms, conditions and provisions contained therein, executed by 42700 Hospitality, LLC, a Michigan Limited Liability Company to Financial Plus Credit Union dated March 11, 2025 and recorded March 25, 2025 in [Liber 60076, Page 288](#), Oakland County Records.
2. Assignment of rents and/or leases executed by 42700 Hospitality, LLC, a Michigan Limited Liability Company to Financial Plus Credit Union dated March 11, 2025 and recorded March 25, 2025 in [Liber 60076, Page 302](#), Oakland County Records.
3. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.
4. Terms, conditions and provisions which are recited in Easement Agreement recorded in [Liber 10037, Page 250](#), Oakland County Records.
5. Easement granted to Detroit Edison Company recorded in [Liber 10069, Page 803](#) and in [Liber 20386, Page 159](#), Oakland County Records.
6. Terms, conditions and provisions which are recited in Declaration of Easements and Utilities and Ingress and Egress recorded in [Liber 11195, Page 652](#), Oakland County Records.
7. Terms, conditions and provisions which are recited in Highway and Utility Easement recorded in [Liber 12562, Page 249](#), Oakland County Records.
8. Terms, conditions and provisions which are recited in Sanitary Sewer Easement recorded in [Liber 17905, Page 187](#), Oakland County Records.
9. Terms, conditions and provisions which are recited in Declaration of Restrictions recorded in [Liber 17905, Page 199](#) and in [Liber 17905, Page 208](#), Oakland County Records.
10. Terms, conditions and provisions which are recited in Maintenance Agreement recorded in [Liber 17905, Page 213](#) and

ATA National Title Group, LLC
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

TITLE SEARCH - CONTINUED

in [Liber 20827, Page 207](#), Oakland County Records.

11. Terms, conditions and provisions which are recited in Easement Agreement recorded in [Liber 17905, Page 227](#), Oakland County Records.
12. Terms, conditions and provisions which are recited in Easement Agreement recorded in [Liber 17905, Page 240](#), Oakland County Records.
13. Terms, conditions and provisions which are recited in Sanitary Sewer Easement Agreement recorded in [Liber 17905, Page 258](#), Oakland County Records.
14. Terms, conditions and provisions which are recited in Storm Drainage Easement Agreement recorded in [Liber 17905, Page 271](#), Oakland County Records.
15. Terms, conditions and provisions which are recited in Declaration of Easement for Water Main recorded in [Liber 17905, Page 287](#), Oakland County Records.
16. Terms, conditions and provisions which are recited in Access Easement Agreement recorded in [Liber 17957, Page 16](#) and amended in [Liber 20827, Page 222](#), Oakland County Records.
17. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
18. PAYMENT OF TAXES: Tax Parcel No.: 50-22-14-376-014

2025 Summer Taxes in the amount of \$117,819.88 are PAID

2025 Winter Taxes in the amount of \$46,797.84 are PAID

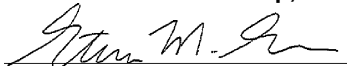
Special Assessments: Not available online, contact municipality

- 2025 State Equalized Value: \$3,940,230.00

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

[Vesting Deed](#)

COUNTERSIGNED:
ATA National Title Group, LLC



Steven M. Greco
AUTHORIZED SIGNATORY

TITLE SEARCH - CONTINUED

Terms and Conditions

1. This document is a search only. It is neither an insurance product nor an opinion of law or title and should not be relied upon as such. In addition, it runs only to the named customer and should not be relied upon for any purpose by any person or entity other than the named customer and/or its duly appointed representatives and agents.
2. By receiving and using this product, the customer agrees that the liability of the Company, its subsidiaries and affiliates, for any direct or indirect loss shall be limited to either the amount of the loss or the amount paid for this search, whichever is less.

TITLE SEARCH - CONTINUED

EXHIBIT "A"

The land referred to in this search is described as follows: City of Novi, County of Oakland, State of Michigan

COURTYARD: Part of the Southwest 1/4 of Section 14, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as; commencing at the South 1/4 corner of said Section 14; thence along the South line of said Section 14 and the centerline of Eleven Mile Road (86.00 feet wide) South 87 degrees 28 minutes 51 seconds West 464.63 feet to the point of beginning; thence continuing along said line South 87 degrees 28 minutes 51 seconds West 276.01 feet; thence North 02 degrees 31 minutes 09 seconds West 315.35 feet; thence North 87 degrees 28 minutes 51 seconds East 44.98 feet; thence North 02 degrees 31 minutes 09 seconds West 228.62 feet; thence North 87 degrees 19 minutes 27 seconds East 428.40 feet; thence North 02 degrees 40 minutes 33 seconds West 420.00 feet; thence South 87 degrees 19 minutes 27 seconds West 232.83 feet; thence North 02 degrees 40 minutes 33 seconds West 563.38 feet; thence South 85 degrees 13 minutes 06 seconds East, 398.12 feet; thence South 02 degrees 49 minutes 29 seconds East, 971.71 feet; thence South 87 degrees 19 minutes 27 seconds West, 376.70 feet; thence South 02 degrees 31 minutes 09 seconds East, 409.57 feet; thence North 87 degrees 28 minutes 51 seconds East, 14.77 feet; thence South 02 degrees 31 minutes 09 seconds East, 95.00 feet to the point of beginning. Together with Declaration of easements for utilities and ingress and egress as set forth in Liber 11195, page 652.

Non-exclusive easement for ingress and egress as set forth in Easement Agreement (Access Road) made by and between Singh Investments Limited Partnership and Courtyard Management Corporation, dated December 17, 1997, recorded December 19, 1997, in Liber 17905, page 227.

Non-exclusive easement for ingress and egress as set forth in Easement Agreement (Interior Access Road) made by and between Singh Investments Limited Partnership and Courtyard Management Corporation, dated December 17, 1997, recorded December 19, 1997, in Liber 17905, page 240.

Non-exclusive easement for ingress and egress as set forth in Access Easement Agreement made by and between Courtyard Management Corporation and Towne Place Suites, dated December 17, 1997, recorded January 8, 1998, in Liber 17957, page 16.

Non-exclusive easement for water main as set forth in Declaration of Easement for Water Main by Singh Investments Limited Partnership, dated December 17, 1997, recorded December 19, 1997, in Liber 17905, page 287.