



CITY OF NOVI CITY COUNCIL
SEPTEMBER 22, 2025

SUBJECT: Approval of a Sidewalk Easement for Goddard School on Cabot Drive located on the south side of Thirteen Mile Road west of Cabot Drive (parcel 50-22-12-200-050).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This sidewalk easement is a requirement of the Goddard School site plan approval process.
- The proposed sidewalk extends outside of the right-of-way in order to avoid utility boxes located on Cabot Drive.

BACKGROUND INFORMATION:

Goddard School is located on the south side of Thirteen Mile Road west of Cabot Drive. The owner, Kempl Group LLC, is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval process. As part of the approved site plan, the developer built a sidewalk along the west side of Cabot Road. Due to the existing utility boxes within the public right-of-way, the sidewalk was relocated on private property.

The Sidewalk Easement was approved by the City Attorney (Beth Saarela, August 27, 2025) and City's Engineering Consultant, Spalding DeDecker (February 2, 2022). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Sidewalk Easement for Goddard School located on the south side of Thirteen Mile Road west of Cabot Drive (parcel 50-22-12-200-050).

Goddard School - Sidewalk Easement Location Map

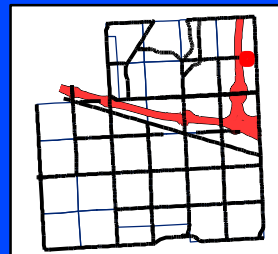
Thirteen Mile Rd

Cabot Dr

Goddard School
Parcel 50-22-12-200-050

Legend

- Major Roads
- Minor Roads
- Sidewalk Easement
- Right of Way



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 = 83 feet



Map Author: Kate Purpura
Date: 08/19/2025
Project: Goddard School at Cabot Drive
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.

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

August 27, 2025

Ben Croy, City Engineer
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**Re: Goddard School at Cabot JSP 19-033
On-Site Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed the following on-site acceptance documents for Goddard School at Cabot and have the following comments:

- Water System Easement (**Approved**)
- Sanitary Sewer Manhole Access Easement (**Approved**)
- Sidewalk Easement (**Approved**)
- Sanitary Sewer Easement (**Approved**)
- Bill of Sale (**Approved**)
- Title Commitment

Water System Easement, Sanitary Sewer System Easement, and Sanitary Sewer Manhole Access Easement

Kempl Group, LLC seeks to convey the on-site Water System, Sanitary Sewer System, and Sanitary Sewer Manhole Access Easements to the City. The Easements are in the City's standard format and are acceptable as provided. The Easements are consistent with the Title Commitment provided and the exhibits have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale is in the City's standard format and is acceptable for the purpose of conveying the water system to the City.

Once accepted by Affidavit of the City Engineer the Water System Easement, Sanitary Sewer System Easement, and Sanitary Sewer Manhole Access Easement should be recorded with the Oakland County Register of Deeds in the usual manner. The title search should be retained in the City's file.

Sidewalk Easement

The Sidewalk Easement is in the City's standard format and is acceptable as provided. The Sidewalk Easement may be placed on an upcoming City Council Agenda for acceptance.

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

EKS

Enclosures

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

SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that Kemple Group, LLC, whose address is 54383 Royal Troon Drive, South Lyon, Michigan 48178, for and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 12, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Property Description Exhibit}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit A – Sidewalk Easement Area}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

Exempt pursuant to MCLA 207.505(a)
And MCLA 207.526(a)

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

Dated this 30th day of October, 2020.

{Signature begins on following page}


Signed by:

Kempl Group, a
Michigan limited liability company


By: Kevin Kempl

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

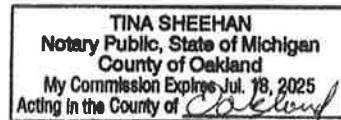
The foregoing instrument was acknowledged before me this 30th day of October, 2020, by


Notary Public
Oakland County, Michigan
My Commission Expires: July 18, 2025

Drafted by:
PEA Group
2430 Rochester Ct.
Troy, MI 48083

When recorded return to:
City of Novi
City Clerk
45175 W. Ten Mile Road.
Novi, MI 48375

438616_1.DOC



CONSENT TO EASEMENT

As the current owner of the property referenced in the Sidewalk Easement, dated Jan 7, 2022, as shown in the Exhibit A and Exhibit B, attached hereto and incorporated herein, whereby Kempl Group, LLC, grants and conveys said easements 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.

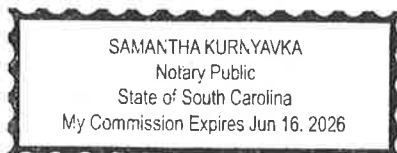
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 7th day of January, 2022.

TD Bank, NA

By: Pho Rh
(Print Name: Philip Rhodes)
Its: VP, SBA Lending

South Carolina
STATE OF ~~MICHIGAN~~)
Greenville) ss.
COUNTY OF ~~OAKLAND~~)

The foregoing Consent to Easement was acknowledged before me this 7th day of January, 2022 by Philip Rhodes, the VP of TD Bank, NA.



[Signature]
Notary Public Greenville
Acting in Oakland County, MI SC
My commission expires: June 16, 2026

EXHIBIT A
LEGAL DESCRIPTION OF SIDEWALK EASEMENT A AND B

PARENT PARCEL

(Per Old Republic National Title Insurance Company Commitment No. 5-668079, effective date March 13, 2019)

The Land is described as follows: Located in the City of Novi, County of Oakland, State of Michigan, and is described as follows :

Part of Lots 1 and 2 of GARVEY'S ACRES SUBDIVISION, as recorded in Liber 84, Page 3, of Plats, Oakland County Records ALSO part of the Northeast 1/4 of Section 12, Town 1 North, Range 8 East, described as: Beginning at a point distant South 85 degrees 30 minutes 26 seconds West 8.60 feet from the Southwest corner of Lot 2; thence along a curve to the right, radius of 570.00 feet, chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet, distant of 227.16 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet, thence along a curve to the left, radius 5829.58 feet, chord bearing North 78 degrees 55 minutes 23 seconds East 227.32 feet, distant of 227.34 feet; thence South 06 degrees 40 minutes 17 seconds East 31.81 feet; thence along a curve to the right, radius of 559.00 feet, chord bearing South 04 degrees 47 minutes 02 seconds East 36.83 feet, distant of 36.83 feet; thence South 47 degrees 03 minutes 19 seconds East 15.63 feet; thence along a curve to the right, radius of 570.00 feet; chord bearing South 13 degrees 39 minutes 40 seconds West 303.32 feet, distant of 307.02 feet to the point of beginning.

SIDEWALK EASEMENT A

A variable width easement for a sidewalk in a part of Lot 1 of "GARVEY'S ACRES SUBDIVISION," as recorded in Liber 84, Page 3, of Plats (O.C.R.) within the Northeast 1/4 Section 12, Town 1 North, Range 8 East, City of Novi, County of Oakland, State of Michigan, described as:

Commencing at the Southwest corner of Lot 2 of "GARVEY'S ACRES SUBDIVISION," thence South 85 degrees 30 minutes 26 seconds West 8.60 feet to the westerly line of the Cabot Drive Easement (recorded in L.2203, p.775 O.C.R.); thence along said westerly line 178.62 feet along an arc of a non-tangent curve to the right, said curve having a radius of 570.00 feet, a central angle of 17 degrees 57 minutes 18 seconds, and a chord that bears South 38 degrees 04 minutes 09 seconds West 177.89 feet to the **POINT OF BEGINNING** of this sidewalk easement; thence continuing along said westerly line 38.08 feet along said curve, having a radius of 570.00 feet, a central angle of 03 degrees 49 minutes 38 seconds and a chord bearing of South 48 degrees 57 minutes 37 seconds West 38.07 feet; thence along a non-tangent line North 12 degrees 44 minutes 14 seconds East 15.78 feet; thence North 49 degrees 41 minutes 38 seconds East 13.23 feet; thence North 86 degrees 04 minutes 49 seconds East 15.18 feet to the **POINT OF BEGINNING**.

SIDEWALK EASEMENT B

A variable width easement for a sidewalk in a part of Lot 1 of "GARVEY'S ACRES SUBDIVISION," as recorded in Liber 84, Page 3, of Plats (O.C.R.) within the Northeast 1/4 Section 12, Town 1 North, Range 8 East, City of Novi, County of Oakland, State of Michigan, described as:

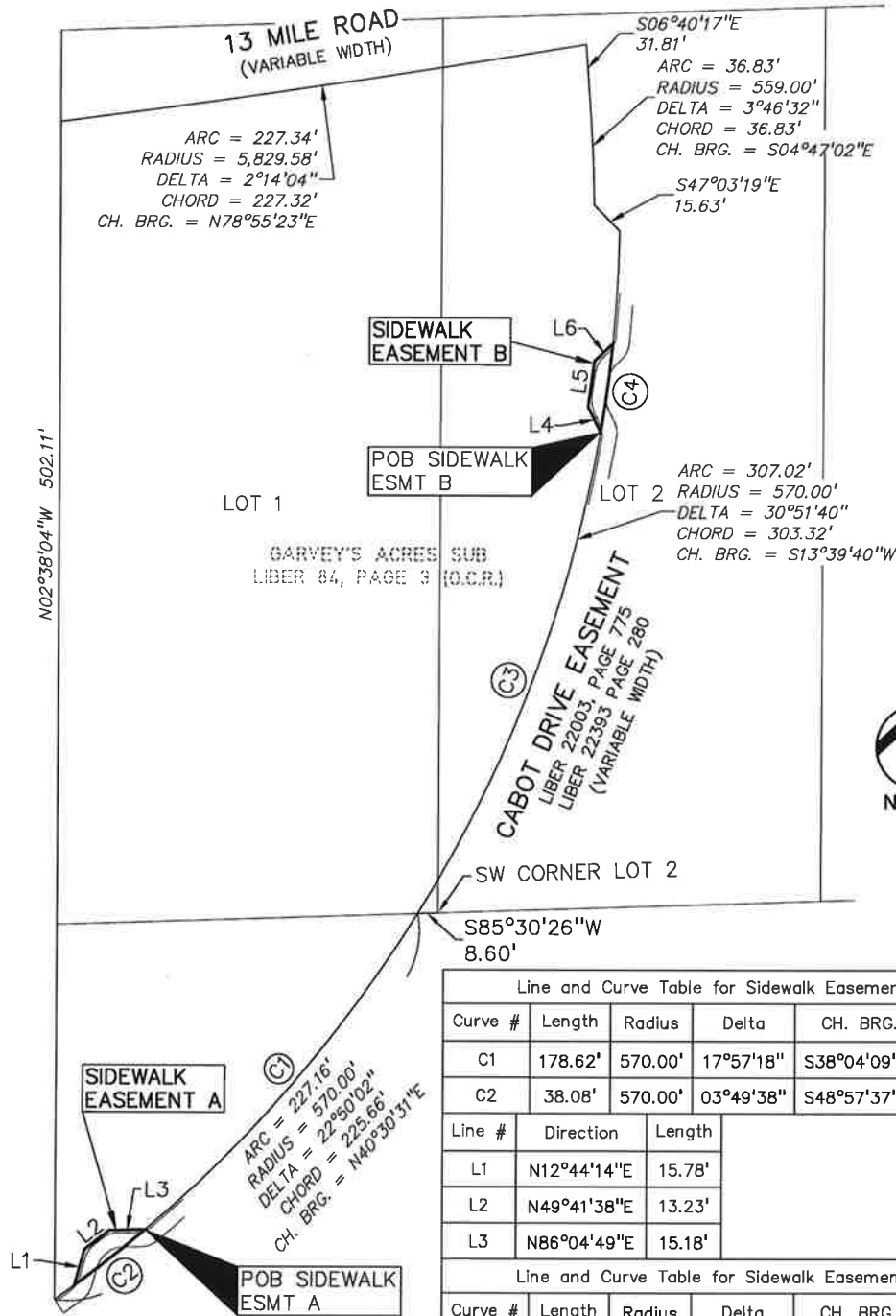
Commencing at the Southwest corner of Lot 2 of "GARVEY'S ACRES SUBDIVISION," thence South 85 degrees 30 minutes 26 seconds West 8.60 feet to the westerly line of the Cabot Drive Easement; (recorded in L.2203, p.775 O.C.R.); thence along said westerly line 220.69 feet along an arc of a non-tangent curve to the left, said curve having a radius of 570.00 feet, a central angle of 22 degrees 11 minutes 00 seconds, and a chord that bears North 18 degrees 00 minutes 00 seconds East 219.31 feet to the **POINT OF BEGINNING** of this sidewalk easement; thence along a non-tangent line North 28 degrees 43 minutes 22 seconds West 12.10 feet; thence North 04 degrees 56 minutes 10 seconds East 19.75 feet; thence North 44 degrees 05 minutes 20 seconds East 10.68 feet to the westerly line of the Cabot Drive Easement; thence continuing along said westerly line 38.11 feet along an arc of a non-tangent curve to the right, said curve having a radius of 570.00 feet, a central angle of 03 degrees 49 minutes 52 seconds and a chord bearing of South 04 degrees 59 minutes 34 seconds West 38.11 feet to the **POINT OF BEGINNING**.

CLIENT: THE GODDARD SCHOOL CABOT DRIVE CITY OF NOVI, MICHIGAN	SCALE: 1" = 60'	JOB No: 2019-114
	DATE: 10-1-20	DWG. No: 1 of 2

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT A SKETCH OF SIDEWALK EASEMENT A AND B



CLIENT:
THE GODDARD SCHOOL
CABOT DRIVE
CITY OF NOVI, MICHIGAN

SCALE: 1" = 60'

JOB No: 2019-114

DATE: 10-1-20

DWG. No: 2 of 2

PEA GROUP

t: 844.813.2949
www.peagroup.com



ALTA Commitment for Title Insurance

Issued by First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issued by: Title One, Inc., Livonia, Michigan 48154 Phone: 734-427-8006

Issuing Office's ALTA Registry ID: 1103234

Commitment No.: 5-693868

Property Address: 39659 Thirteen Mile Road
Novi, MI

Revision No.:

SCHEDULE A

1. Commitment Date: November 02, 2021 at 8:00 am

2. Policy to be issued:

ALTA Owner's Policy of Title Insurance (6-17-06)

Proposed Insured: City of Novi

Proposed Policy Amount: \$1,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, at the Commitment Date vested in:

Kempl Group, LLC, a Michigan limited liability company

5. The Land is described as follows: See Schedule C attached hereto and made a part hereof.

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FORM 5030026-a (9-27-17)

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ALTA Commitment Schedule A (8-1-16) Michigan

	ALTA Commitment for Title Insurance
	Issued by First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 5-693868

SCHEDULE B - PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
5. Pay unpaid taxes and assessments unless shown as paid.
6. Submit a copy of the Operating Agreement of Kempl Group, LLC, a Michigan limited liability company, together with all amendments thereto. This commitment may be subject to such further requirements as may then be deemed necessary after examination of the aforementioned document.
7. Submit evidence, satisfactory to the Company, that Kempl Group, LLC, a Michigan limited liability company is up to date on their filings.
8. Warranty Deed from recited owner to recited purchaser.
9. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
10. Discharge of an Equity/Future Advance Mortgage executed by Kempl Group, LLC, a Michigan limited liability company and TD Bank, N.A. dated January 24, 2020 and recorded February 12, 2020 in Liber 53826, Page 199 in the original amount of \$4,798,500.00.

NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:

Pre-Closing

- a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage -

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FORM 5030026-BI & BII & C (5-18-17)

Page 2 of 6

ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule BI & BII & C

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Notice of Account Suspension and Request for Payoff Statement" form ("**Account Suspension/Payoff**" form) at least five (5) business days before the closing date.

b) Delivery by the Company of the executed Account Suspension/Payoff form to the current mortgagee at least five (5) business days before the closing date by telecopier.

c) Retention by the Company of a copy of the Account Suspension/Payoff form delivered to the current mortgagee and a copy of the telecopier "confirmation".

d) Receipt by the Company of the Payoff Statement from the current mortgagee.

Closing

e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).

f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:

i) telecopier, at the time of disbursement, and

ii) overnight mail, immediately following disbursement.

g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the telecopier "confirmation".

11. Release of assignment of lease and rents executed by Kempl Group, LLC, a Michigan limited liability company and TD Bank dated January 24, 2020 and recorded February 12, 2020 in Liber 53826, Page 221.

Discharge of Financing Statement between Kempl Group, LLC, a Michigan limited liability company as Debtor and TD Bank as Secured party recorded February 5, 2020 in Liber 53799, Page 569.

NOTE: Notice of Commencement recorded in Liber 53826, Page 176.

12. PAYMENT OF TAXES:

Item No. 50-22-12-200-050

2021 Summer Taxes - Paid in the amount of \$12,227.61.

2021 Winter Taxes - Due in the amount of \$219.66.

SPECIAL ASSESSMENT

Building Department

1 Part; 1 Part Due in the amount of \$100.00

NOTE: The above tax amounts do not include penalty and interest, if any.

SCHEDULE B - PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SECUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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ALTA Commitment for Title Insurancy (8-1-16)
Michigan - Schedule BI & BII & C

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1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2. Any facts, rights, interests, or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas, and minerals in and under and that may be produced from the captioned Land.
10. Subject to the rights or claims of parties and/or tenants in possession, including, but not limited to, any leases, recorded or unrecorded; lease-hold interests; promissory notes; mortgages; assignments; financing statements; non-disturbance agreements; assignment of tenants' rights; rental agreements or other matters arising or emanating from such interests.
11. Subject to the rights of adjoining owners in any parking areas, parking structures, party/common wall(s) and rights in common with such owners in the roof, chimney, fixtures or other appurtenances which are susceptible of common usage, together with all liability for maintenance, repair and/or damage that common use entails.
12. Subject to any terms, conditions or provisions contained in existing or proposed zoning ordinances, along with any and all limitations or restrictions to use placed upon the subject property by or through the enforcement or violation of said ordinances.
13. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 3515, Page 423; Liber 20461, Page 340; Liber 20651, Page 641; Liber 20765, Page 77; Liber 22997, Page 384, and in Liber 25649, Page 123, which are not presently accompanied by a right of reverter.
14. Terms, conditions and provisions which are recited in Easement in favor of Michigan Bell Telephone Company, a Michigan Corporation aka Ameritech Michigan recorded in Liber 22520, Page 743.
15. Storm Sewer Easement as set forth in instrument recorded in Liber 25076, Page 290.
16. Public Utilities Easement as set forth in instrument recorded in Liber 23270, Page 130 and amended by Amendment to Public Utilities Easement as set forth in instrument recorded in Liber 25076, Page 321.
17. Sanitary sewer Easement as set forth in instrument recorded in Liber 26261, Page 236 and in Liber 26261, Page 242.
18. Terms, conditions and provisions which are recited in Bill of Sale recorded in Liber 26261, Page 298.
19. Declaration and Agreement for Easement as set forth in instrument recorded in Liber 22003, Page 775 and

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ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule BI & BII & C

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re-recorded in Liber 22393, Page 280.

20. Easement for public utilities over the rear 12 feet of subject property as shown on the recorded plat.
21. Restrictive Use Agreement dated January 24, 2020 by and between HCP Land LLC, a Michigan limited liability company and Kempl Group, LLC, a Michigan limited liability company recorded January 30, 2020 in Liber 53779, Page 777.
22. Interest of Kempl School, LLC.

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ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule BI & BII & C

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	ALTA Commitment for Title Insurance
	Issued by First American Title Insurance Company
Schedule C	

Commitment No.: 5-693868

The land is described as follows:

Located in the [City of Novi](#), County of [Oakland](#), State of Michigan

Part of Lots 1 and 2 of GARVEY'S ACRES SUBDIVISION, as recorded in Liber 84, Page 3, of Plats, Oakland County Records ALSO part of the Northeast 1/2 of Section 12, Town 1 North, Range 8 East, described as: Beginning at a point distant South 85 degrees 30 minutes 26 seconds West 8.60 feet from the Southwest corner of Lot 2; thence along a curve to the right, radius of 570.00 feet, chord bearing South 40 degrees 30 minutes 31 seconds West 225.60 feet, distant of 227.16 feet; thence North 02 degrees 38 minutes 04 seconds West 502.11 feet, thence along a curve to the left, radius 5829.58 feet, chord bearing North 78 degrees 55 minutes 23 seconds East 227.32 feet, distant of 227.34 feet; thence South 06 degrees 40 minutes 17 seconds East 31.81 feet; thence along a curve to the right, radius of 559.00 feet, chord bearing South 04 degrees 47 minutes 02 seconds East 36.83 feet, distant of 36.83 feet; thence South 47 degrees 03 minutes 19 seconds East 15.63 feet; thence along a curve to the right, radius of 570.00 feet; chord bearing South 13 degrees 39 minutes 40 seconds West 303.32 feet, distant of 307.02 feet to the point of beginning.

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ALTA Commitment for Title Insurance (8-1-16)
Michigan - Schedule BI & BII & C

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February 2, 2022

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

Re: Goddard School Cabot - Acceptance Documents Review
Novi # JSP19-0033
SDA Job No. NV20-202
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on February 1, 2022 against the Final Site Plan (Stamping Set) approved on October 28, 2020. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved.
2. On-Site Sanitary Sewer Easement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibit Approved
3. Sanitary Manhole Access Easement
(executed 12/13/2021: exhibit dated 11/29/21)
Exhibit Approved as noted: Add the callout for curve C2 to the end of the legal description of the easement.
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed 12/13/2021: exhibit dated 02/25/20)
Exhibits B & C Approved.
5. Sidewalk Easement
(executed 10/30/2021: exhibit dated 10/01/20)
Exhibit Approved

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

6. Bills of Sale: Sanitary Sewer System and Water Supply System
SUPPLIED – APPROVED.
7. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
8. Sworn Statement signed by Developer
SUPPLIED – APPROVED

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

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

It should be noted that the Plan Review Center Report dated January 23, 2020 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Victor Boron, City of Novi
Taylor Reynolds, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Ben Peacock, City of Novi