



CITY OF NOVI CITY COUNCIL
AUGUST 11, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for the Supply Line International Medical Center project located on the north side of Grand River Avenue east of Town Center Drive (parcel 50-22-23-226-001).

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 underground detention systems.

BACKGROUND INFORMATION:

Supply Line International (SLI) Medical Center is located on the north side of Grand River Avenue, east of Town Center Drive. SLI is requesting approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Porsche of Novi 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.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, July 25, 2025) and the City Engineering consultant (Spalding DeDecker, April 4, 2022) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for the SLI Medical Center project located on the north side of Grade River Avenue, east of Town Center Drive (parcel 50-22-23-226-001).

SLI Medical Center SDFMEA Location Map

Sora



Map Author: Milad Alesmail
Date: 07/25/2025
Project: SLI Medical Center
Version: 1.0

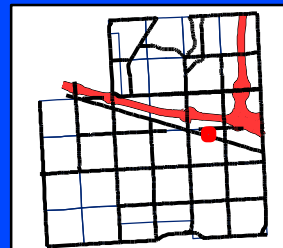
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Major Road
- Expressway
- Sections
- 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 = 85 feet



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

July 25, 2025

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

Re: SLI Medical JSP 18-0074
Storm Drainage Facility Maintenance Easement Agreement - Updated

Dear Mr. Croy:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the SLI Medical 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.

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
July 25, 2025
Page 2

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

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 3rd day of August 2021, by and between Supply Line International Real Estate Holdings, LLC, a Michigan limited liability company, whose address is 42350 Grand River Ave, Novi, MI 48375 (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** (the “Property”). Owner has received final site plan approval for construction of a medical office and ancillary services development (the “SLI Medical”) on the Property.

B. The SLI Medical 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 2 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.

GRANTOR:

Supply Line International Real Estate Holdings, LLC,
A Michigan limited liability company

By: _____

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 3rd day August 2021, before me, personally appeared Josh Kaplan, Manager of Supply Line International Real Estate Holdings, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as his free act and deed.

Notary Public, Tammie Kott
Acting in Oakland County, MI
My commission expires: 1-28-22



By: _____
Its: _____

On this _____ day of _____, 2021, before me, personally appeared the above named _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as _____ free act and deed.

Drafted by:
Ari Berris
The Berris Law Firm, PLLC
42350 Grand River Ave
Novi, MI 48375

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EXHIBIT - A

PARCEL DESCRIPTION

PARCEL DESCRIPTION

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;
THENCE N88°24'50"E 264.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD;
THENCE S01°27'28"E 527.03 FEET TO THE POINT OF BEGINNING;
THENCE N88°48'53"E 67.98 FEET;
THENCE S00°45'39"E 585.77 FEET TO THE CENTERLINE OF GRAND RIVER AVENUE;
THENCE N71°30'41"W 185.36 FEET ALONG THE CENTERLINE OF GRAND RIVER AVENUE;
THENCE N00°45'39"W 523.36 FEET;
THENCE N88°48'53"E 107.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.23 ACRES OF LAND, MORE OR LESS.



Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

SLJ MEDICAL
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
PART OF THE NE 1/4 OF SECTION 23, T1N, R8E
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: ARI BERRIS

DATE	01/27/20	SCALE	N/A
DRAWN	JJS, PE	CHECK	JSR, PE
JOB NO.	C18-013.08X	SHEET	1 OF 1

EXHIBIT - B

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

<u>Storm water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>Annual Estimated cost for Maintenance & Repairs</u>		
			<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
<u>Storm Sewer/ Open Channels</u>	After each storm that meets or exceeds a 10- year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediments and debris from channels and culverts. Replace culverts.	\$100	\$103	\$106
<u>Detention Basin</u>	Regularly mow buffer strip. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of bank. Repair eroded banks.	\$300	\$309	\$318
<u>Buffer Strips</u>	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
<u>Sediment Basin</u>	Every three months, check depth of sediment. Check basin for piping, seepage, or mechanical damage. Check for soil caking around standpipes. Ensure outfall is not causing erosion.	Remove sediment that accumulates to no more than 50% of basin volume. Remove caking from around standpipe. Implement energy dissipation measures to prevent erosion. Repair basin or outfall erosion.	\$200	\$206	\$212

Total: \$750 \$773 \$796



Fenn & Associates, Inc. Land Surveying and Civil Engineering

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SLI MEDICAL
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
PART OF THE NE 1/4 OF SECTION 23, T1N, R8E
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

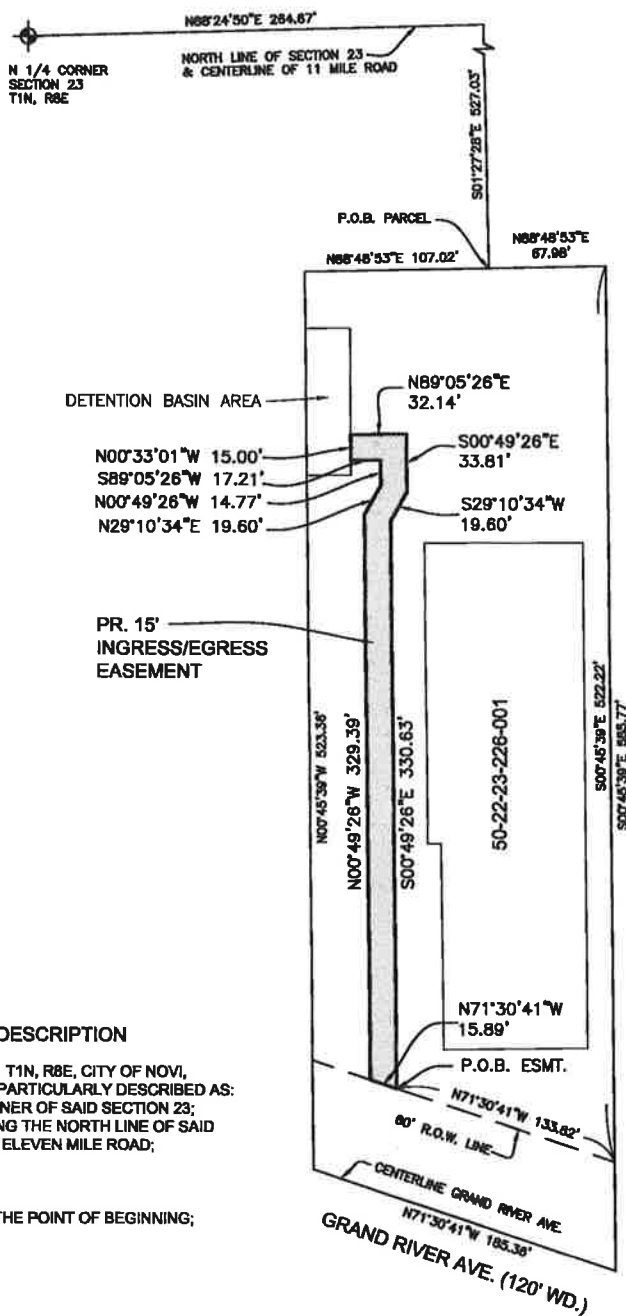
Revised 8-4-2021
Revised 7-2-2020

CLIENT: ARI BERRIS

DATE 01/27/20 SCALE N/A
DRAWN IB/JJS, PE CHECK JSR, PE
JOB NO. C18-033.10X SHEET 1 OF 1

EXHIBIT - C

INGRESS/EGRESS EASEMENT



INGRESS/EGRESS EASEMENT DESCRIPTION

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24'50"E 284.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'28"E 527.03 FEET; THENCE N88°48'53"E 67.98 FEET; THENCE S00°45'39"E 522.22 FEET; THENCE N71°30'41"W 133.82 FEET TO THE POINT OF BEGINNING; THENCE N71°30'41"W 15.89 FEET; THENCE N00°49'26"W 329.39 FEET; THENCE N29°10'34"E 19.60 FEET; THENCE N00°49'26"W 14.77 FEET; THENCE S89°05'26"W 17.21 FEET; THENCE N00°33'01"W 15.00 FEET; THENCE N89°05'26"E 32.14 FEET; THENCE S00°49'26"E 33.81 FEET; THENCE S29°10'34"W 19.60 FEET; THENCE S00°49'26"E 330.63 FEET TO THE POINT OF BEGINNING.

SCALE: 1" = 80'

0 40' 80' 160'



Fenn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020 www.fennsurveying.com

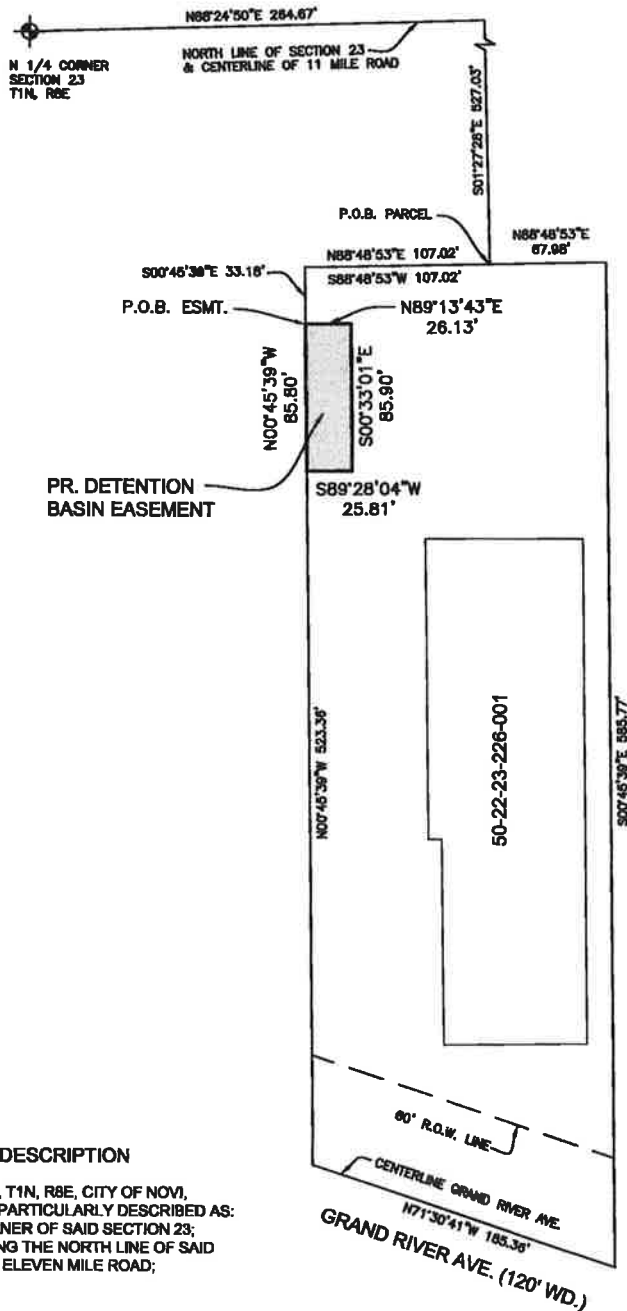
SLI MEDICAL
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
PART OF THE NE 1/4 OF SECTION 23, T1N, R8E
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: ARI BERRIS

DATE 01/27/20 SCALE 1" = 80'
DRAWN JJS, PE CHECK JSR, PE
JOB NO. C18-013.08X SHEET 1 OF 1

EXHIBIT - D

DETENTION BASIN EASEMENT



DETENTION BASIN EASEMENT DESCRIPTION

A PART OF THE NE 1/4 OF SECTION 23, T1N, R8E, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23; THENCE N88°24'50"E 284.67 FEET ALONG THE NORTH LINE OF SAID SECTION 23 AND THE CENTERLINE OF ELEVEN MILE ROAD; THENCE S01°27'28"E 627.03 FEET; THENCE S88°48'53"W 107.02 FEET; THENCE S00°45'39"E 33.18 FEET TO THE POINT OF BEGINNING; THENCE N89°13'43"E 26.13 FEET; THENCE S00°33'01"E 85.90 FEET; THENCE S89°28'04"W 25.81 FEET; THENCE N00°45'39"W 85.80 FEET TO THE POINT OF BEGINNING.



Penn & Associates, Inc. Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315

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SLI MEDICAL
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
 PART OF THE NE 1/4 OF SECTION 23, T1N, R8E
 CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

CLIENT: ARI BERRIS

DATE 01/27/20

DRAWN JJS, PE

JOB NO. C18-013.08X

SCALE 1" = 80'

CHECK JSR, PE

SHEET 1 OF 1

April 4, 2022

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

Re: SLI Medical - Acceptance Documents Review
Novi # JSP18-0074
SDA Job No. NV20-204
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on March 23, 2022 against the Final Site Plan (Stamping Set) approved on November 16, 2020. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 08/26/2021: exhibit dated 1/27/2020)
Exhibits Approved.
2. On-Site Sanitary Sewer Easement
(executed 08/20/2021: exhibit dated 1/27/2020)
Exhibits Approved
3. Storm Drainage Facility / Maintenance Easement Agreement
(unexecuted: exhibits dated 1/27/2020)
Exhibits A, B, C, & D Approved.
4. Sidewalk Easement
(executed 03/22/2022: exhibit dated 1/27/2020)
Exhibits 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.

5. Warranty Deed for Grand River Right-of-Way
(executed 08/03/2021, unrecorded, exhibit dated 1/27/2020)
Exhibit A Approved
6. Bills of Sale: 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 February 5, 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