



CITY OF NOVI CITY COUNCIL
AUGUST 11, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for the Regency Drive Unit One project located west of Haggerty Road, north of Regency Drive (parcel 50-22-24-276-014).

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 basins.

BACKGROUND INFORMATION:

Regency Drive Unit One is located west of Haggerty Road, north of Regency Drive. Regency Vacant Land LLC is requesting approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the Regency Drive Unit One 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, January 8, 2020) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for the Regency Drive Unit One project located west of Haggerty Road, north of Regency Drive (parcel 50-22-24-276-014).

Regency Drive Unit 1 SDFMEA Location Map

Regency Drive Unit 1
Parcel: 50-22-24-276-014

Regency Dr

Map Author: Milad Alesmail
Date: 07/25/2025
Project: Regency Drive Unit 1
Version: 1.0

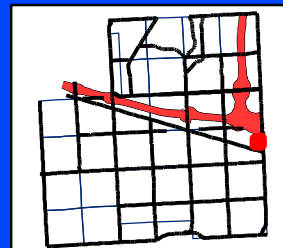
Amended By:
Date:
Department:

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.

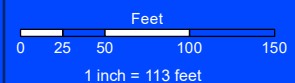
Legend

- Major Road
- Expressway
- Sections
- Project Location



City of Novi

Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



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: *Regency Center Lot 1 JSP 18-0035*
Storm Drainage Facility Maintenance Easement Agreement**

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 Regency Center, Unit 1. 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

Enclosures

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 6th day of December, 2019, by and between REGENCY VACANT LAND, LLC a Michigan limited liability company, whose address is 29355 Northwestern Highway #301, Southfield MI 48034 (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 24 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 R&D Building development on the Property.
- B. The R&D Building development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve

written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

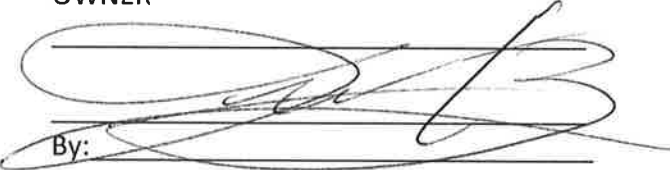
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

OWNER

By: 
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 6 day of December, 2019,
by Arie Leibowitz, as the Managing Member of Regency Vacant Land, LLC

PATRICK L. KOBYLARZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 14, 2022
ACTING IN COUNTY OF OAKLAND


Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

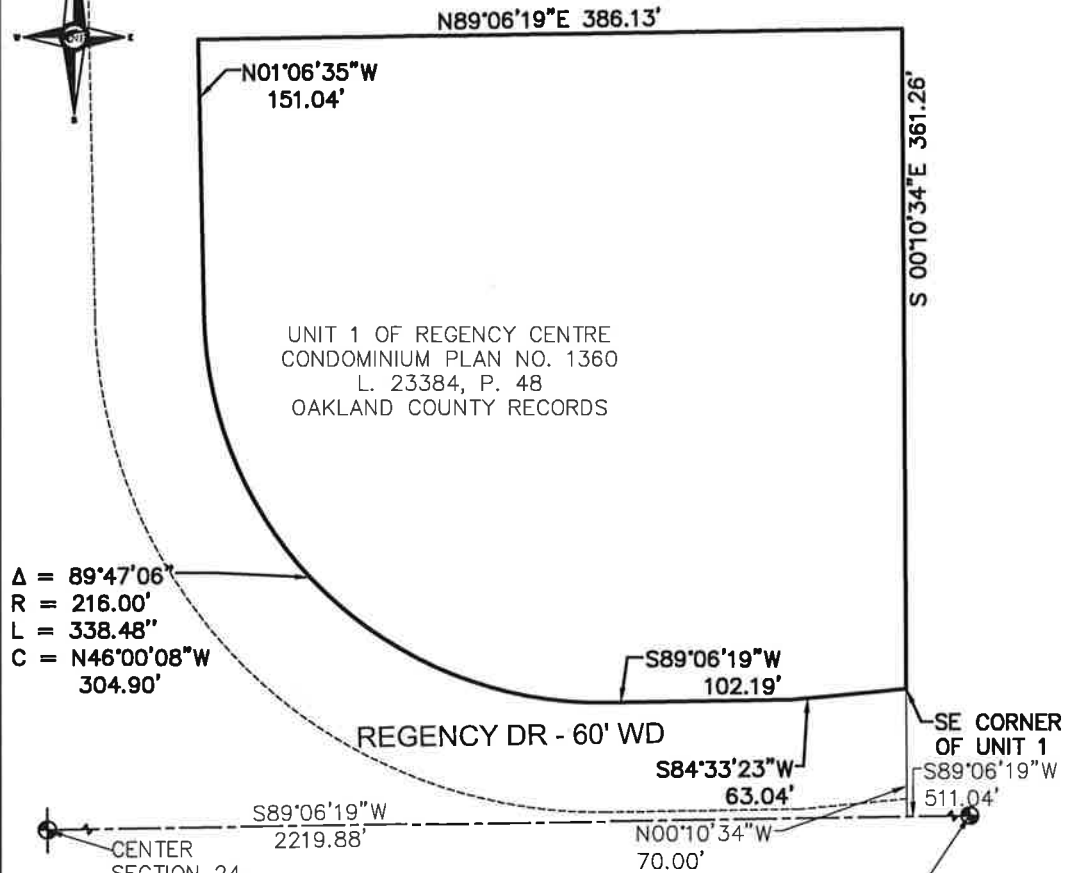
The foregoing instrument was acknowledged before me on this ____ day of _____, 201__, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____

<p>Drafted by:</p> <p>Elizabeth Kudla Saarela</p> <p>Rosati Schultz Joppich & Amtsbuechler PC</p> <p>27555 Executive Drive, Suite 250</p> <p>Farmington Hills, MI 48331</p>	<p>And when recorded return to:</p> <p>Cortney Hanson, City Clerk</p> <p>City of Novi</p> <p>45175 Ten Mile Rd</p> <p>Novi, MI 48375</p>
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Exhibit A PARCEL DESCRIPTION



LEGAL DESCRIPTION - PARCEL

LAND LOCATED IN PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:

UNIT 1 OF REGENCY CENTRE, CONDOMINIUM PLAN NO. 1360, LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	10-17-2019	TDW	J875-02	1 of 1

Exhibit B

STORM DRAINAGE MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE

COMPONENTS:

DRAINAGE STRUCTURES	X	X		
CATCH BASIN SUMPS	X	X		
STORM SEWER SYSTEMS	X			
PARKING AREAS AND DRIVES			X	X

SCHEDULE:

QUARTERLY	WHEN SEDIMENT DEPTH HAS ACCUMULATED TO WITHIN SIX INCHES OF THE DRY-WEATHER WATER LEVEL.	ANNUALLY OR AS NECESSARY	IMMEDIATELY	QUARTERLY	UNDER NORMAL OPERATING CONDITIONS AT THE SAME TIME AS SEDIMENT REMOVAL
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1. INSPECT AND MAINTAIN THE OIL/GAS SEPARATOR UNITS PER MANUFACTURER'S RECOMMENDATIONS.
2. REGULAR INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE. THE RATE AT WHICH THE SYSTEM COLLECTS SEDIMENTS AND POLLUTANTS WILL DEPEND ON THE SITE ACTIVITIES AND SEASONS. REGULAR SWEEPING WILL SLOW ACCUMULATIONS.
3. INSPECT THE ENTIRE STORM EVENT AND PERFORM MAINTENANCE AND REPAIR AS NECESSARY.

TASKS:

INSPECT FOR SEDIMENT ACCUMULATION					
REMOVAL OF SEDIMENT ACCUMULATION (VACUUM TRUCK)					
SWEEP PARKING AREAS & DRIVES					
OIL AND GASOLINE SPILLS					
INSPECT FOR OIL ACCUMULATION					
REMOVAL OF OIL ACCUMULATION (VACUUM TRUCK)					

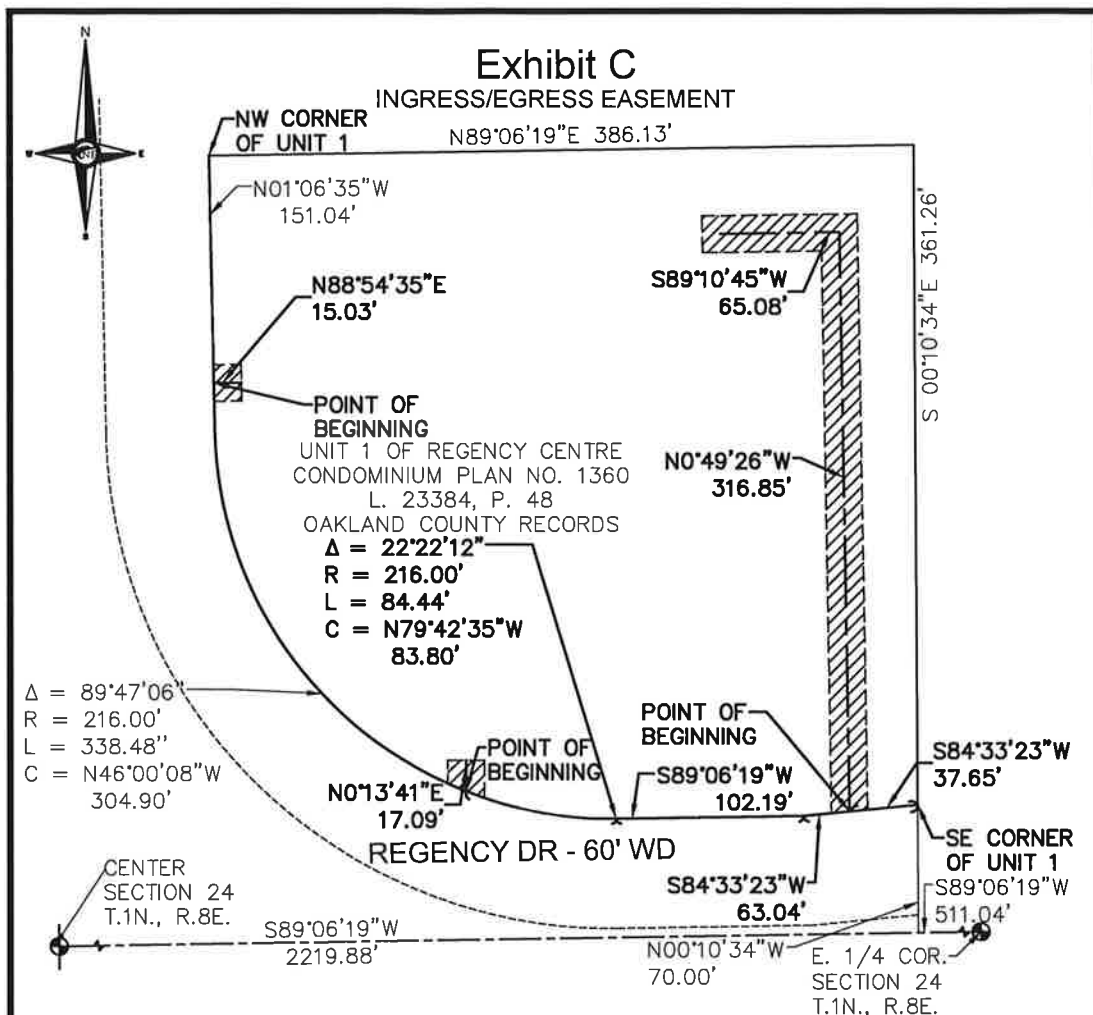
THE OWNER SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.

ESTIMATED COST FOR OPERATION FOR THE FIRST 3 YEARS OF MAINTENANCE IS \$3,000.00. ANNUAL ESTIMATED COST FOR MAINTENANCE IS \$1,000.00 PER YEAR.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL: (248) 332-7931
FAX: (248) 332-8257

SCALE 1"=80' DATE 10-17-2019 DRAWN TDW JOB NO. J875-02 SHEET 1 of 1



LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT

A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, CONDOMINIUM PLAN NO. 1360, LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS; THENCE S.84°33'23"W., 37.65' ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE); THENCE N.00°49'26"W., 316.85'; THENCE S.89°10'45"W., 65.08';

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, CONDOMINIUM PLAN NO. 1360, LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE) S.84°33'23"W., 63.04'; THENCE S.89°06'19"W., 102.19'; THENCE 84.44' ALONG AN ARC OF A CURVE TO THE RIGHT (RADIUS 216.00', CENTRAL ANGLE 22°22'12", CHORD BEARING N.79°42'35"W., 83.80') TO THE POINT OF BEGINNING; THENCE N.00°13'41"E., 17.09.'

ALSO, COMMENCING AT THE NORTHWEST CORNER OF UNIT 1 OF REGENCY CENTRE, CONDOMINIUM PLAN NO. 1360, LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS; THENCE S.01°06'35"E., 124.61' ALONG THE EAST RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE), ALSO BEING THE POINT OF BEGINNING; THENCE N.88°54'35"E., 15.03'

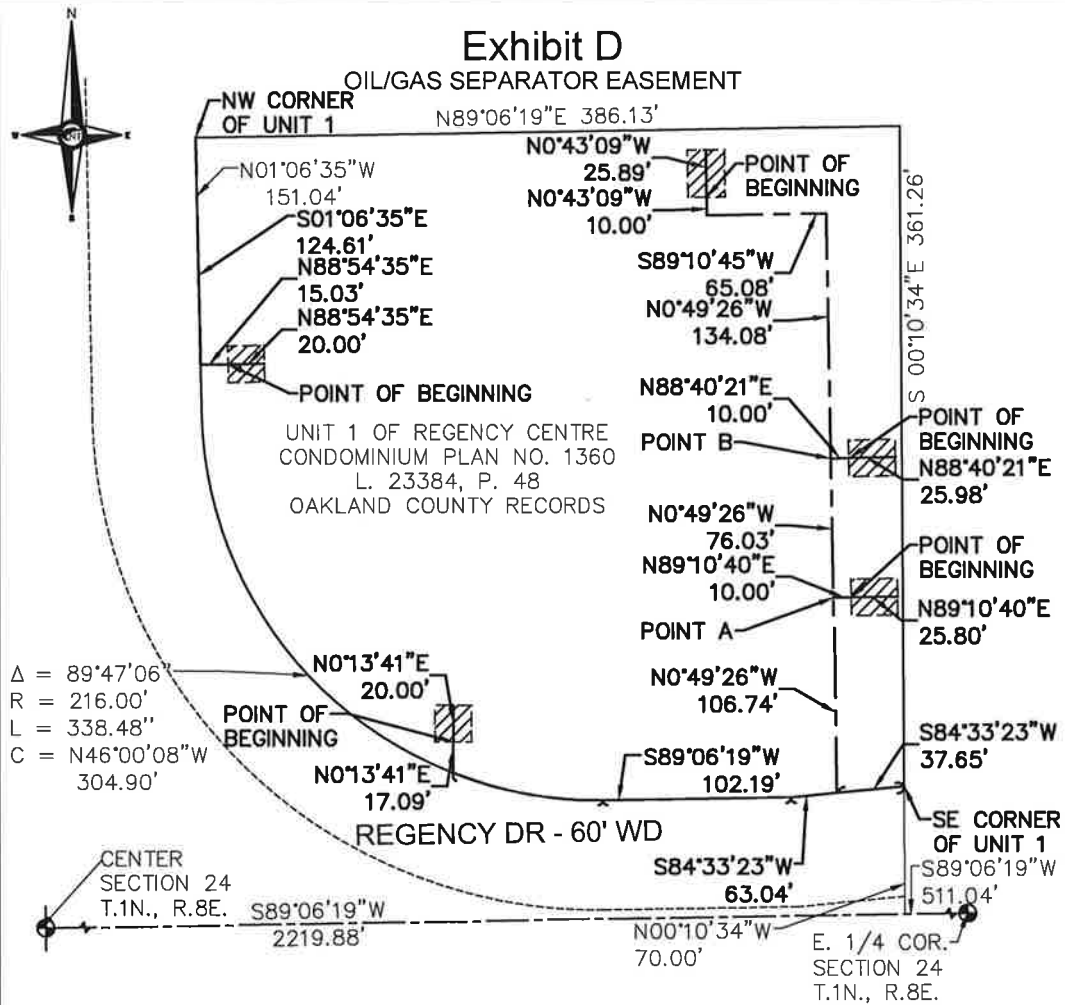


ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
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SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	10-17-2019	TDW	J875-02	1 of 1

Exhibit D

OIL/GAS SEPARATOR EASEMENT



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	10-17-2019	TDW	J875-02	1 of 2

Exhibit D
OIL/GAS SEPARATOR EASEMENT

**LEGAL DESCRIPTION - INGRESS/EGRESS
EASEMENT**

A 20 FOOT WIDE EASEMENT FOR OIL/GAS SEPARATOR BEING PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF UNIT 1 OF REGENCY CENTRE, CONDOMINIUM PLAN NO. 1360, LIBER 23384, PAGE 48, OAKLAND COUNTY RECORDS; THENCE S.84°33'23"W., 37.65' ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE); THENCE N.00°49'26"W., 106.74' TO A POINT "A"; THENCE CONTINUING FROM SAID POINT "A" N.00°49'26"W., 76.03' TO A POINT "B"; THENCE CONTINUING FROM SAID POINT "B" N.00°49'26"W., 134.08'; THENCE S.89°10'45"W., 65.08'; THENCE N.00°43'09"W., 10.00' TO THE POINT OF BEGINNING; THENCE N.00°43'09"W., 25.89'.

ALSO CONTINUING FROM SAID POINT "A" N.89°10'40"E., 10.00' TO THE POINT OF BEGINNING; THENCE N.89°10'40"E., 25.80'.

ALSO CONTINUING FROM SAID POINT "B" N.88°40'21"E., 10.00' TO THE POINT OF BEGINNING; THENCE N.88°40'21"E., 25.98'.

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF SAID UNIT 1; THENCE THE FOLLOWING THREE COURSES ALONG THE NORTH RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE) S.84°33'23"W., 63.04'; THENCE S.89°06'19"W., 102.19'; THENCE 84.44' ALONG AN ARC OF A CURVE TO THE RIGHT (RADIUS 216.00', CENTRAL ANGLE 22°22'12", CHORD BEARING N.79°42'35"W., 83.80'); THENCE N.00°13'41"E., 17.09' TO THE POINT OF BEGINNING; THENCE N.00°13'41"E., 20.00'.

ALSO, COMMENCING AT THE NORTHWEST CORNER OF SAID UNIT 1; THENCE S.01°06'35"E., 124.61' ALONG THE EAST RIGHT OF WAY LINE OF REGENCY DRIVE (60 FEET WIDE) THENCE N.88°54'35"E., 15.03' TO THE POINT OF BEGINNING; THENCE N.88°54'35"E., 20.00'.



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SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	10-17-2019	TDW	J875-02	2 of 2

January 8, 2020

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

Re: Regency Center Lot 1 - Document Review
Novi # JSP18-0035
SDA Job No. NV18-228
FINAL DOCUMENTS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on December 28, 2019 against the Final Site Plan (Stamping Set) approved on December 5th, 2018 and our as-built field records. We offer the following comments:

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 black ink as the County will reject them otherwise.

1. Water System Easement
(Exhibit dated 12-23-2019)
Legal Description Approved
2. Sanitary Sewer Easement
(unexecuted: exhibit dated 11-29-2018)
Legal Description Approved
3. Sanitary Sewer Manhole Access Easement
(executed October 22, 2019)
Legal Description Approved
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed December 6, 2019)
Legal Descriptions Approved
5. Bills of Sale: Sanitary Sewer System and Water Supply System
(executed October 22, 2019)
APPROVED
6. Full Unconditional Waivers of Lien from contractors installing public utilities
PROVIDED
7. Sworn Statement signed by the Developer
PROVIDED

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney.

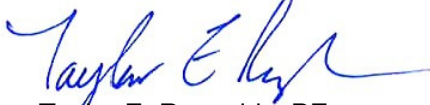
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated November 6th, 2018 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



Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Victor Boron, City of Novi
 Michael Freckelton, Spalding DeDecker
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
 Angie Sosnowski, City of Novi