



**CITY OF NOVI CITY COUNCIL
NOVEMBER 9, 2020**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from CA Senior Novi MI Prop Owner, LLC for Anthology of Novi (formerly known as Novi Senior Living), located on the north side of Twelve Mile Road between Novi Road and Meadowbrook Road (parcel 50-22-11-300-009).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The developer of Anthology of Novi, CA Senior Novi MI Prop Owner, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, July 15, 2020) and the City Engineering consultant (Spalding DeDecker, July 15, 2020), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from CA Senior Novi MI Prop Owner, LLC for Anthology of Novi (formerly known as Novi Senior Living), located on the north side of Twelve Mile Road between Novi Road and Meadowbrook Road (parcel 50-22-11-300-009).

Anthology of Novi SDFMEA

Location Map



Anthology of Novi
50-22-11-300-009

Twelve Mile Rd

Twelve Mile Rd

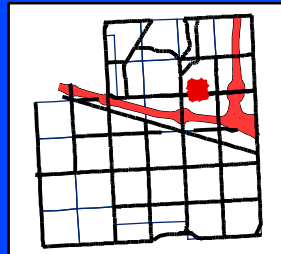
Map Author: Victor Boron
Date: 10/21/2020
Project: Anthology of Novi SDFMEA
Version: 1.0

Amended By:
Date:
Department:

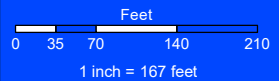
MAP INTERPRETATION NOTICE

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



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 15, 2020

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Anthology/Novi Senior Living JSP17-66
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Anthology/Novi Senior Living 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line.

Elizabeth Kudla Saarela

Enclosures

Jeffrey Herczeg, Director of Public Works
City of Novi
July 15, 2020
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Madeleine Kopko, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Kate Richardson, Plan Review Engineer (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Victor Boron, Civil Engineer (w/Enclosures)
Rebecca Runkel, Staff Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Troy Fox, Nowak & Fraus (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 14th day of July, 2020, by and between CA SENIOR NOVI MI PROPERTY OWNER, LLC, a Delaware limited liability company, whose address is 130 E. Randolph Street, Suite 2100, Chicago, Illinois (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 11 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 senior living development on the Property.
- B. The senior living 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 E 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 E, 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.

[Signature page follows.]

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

OWNER:
CA SENIOR NOVI MI PROPERTY OWNER, LLC, a
Delaware limited liability company

By: *Ben Burke*
Name: Ben Burke
Its: Authorized Signatory

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 14th day of July, 2020 before me, personally appeared the above named Ben Burke, the Authorized Signatory of CA SENIOR NOVI MI PROPERTY OWNER, LLC, a Delaware limited liability company, 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.



Lu S Stewart
Notary Public, Cook County, IL
Acting in: Cook County
My commission expires: 12/3/23

CITY OF NOVI, a Municipal Corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2020, by, _____, on behalf of the City of Novi, a Municipal Corporation.

Notary Public, _____
Acting in:
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Elizabeth K. Saarela, Esquire

JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.

27555 Executive Drive, Suite 250

Farmington Hills, Michigan 48331

AND WHEN RECORDED RETURN TO:

Cortney Hanson, Clerk

45175 Ten Mile

Novi, Michigan 48375

EXHIBIT A

Parcel A:

as recorded:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at a point of beginning 386.70 feet North 00 degrees 15 minutes 02 seconds East from the South 1/4 corner of Section 11; thence extending West 400.00 feet; thence North 00 degrees 15 minutes 02 seconds East 1113.30 feet; thence East 400.00 feet; thence South 00 degrees 15 minutes 02 seconds West 1113.30 feet along the North / South 1/4 line of Section 11 to the point of beginning.

Except:

That part of the following legal description lying within subject property: Commencing at a point beginning 1159.00 feet North 00 degrees 15 minutes 0 seconds East from the South 1/4 corner of Section 11 and thence extending West 400.00 feet; thence North 00 degrees 15 minutes 02 seconds East 351.00 feet; thence East 400.00 feet; thence South 00 degrees 15 minutes 02 seconds West 351.00 feet along the North / South 1/4 line of Section 11 to the point of beginning.

as surveyed and as shall be known from this point forward by order of the court:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 11; North 00 degrees 13 minutes 43 seconds East 386.70 feet to the point of beginning; thence extending due West 399.95 feet; thence North 00 degrees 14 minutes 12 seconds East 762.30 feet; thence due East 399.84 feet to the North/South 1/4 line of Section 11; thence South 00 degrees 13 minutes 43 seconds, West 762.30 feet along the North/South 1/4 line of Section 11 to the point of beginning.

Parcel B:

as recorded:

Three acres of land in the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 1 North,

Range 8 East, consisting of a rectangular piece of land with frontage of 400 feet on Twelve Mile Road and depth of 326.70 feet, being more particularly described as follows: Beginning at a point in the center of Twelve Mile Road on the Easterly line of the Southwest 1/4 of said Section 11, thence North 60 feet to a point which is the Southeast corner of the parcel therein conveyed, thence North along the Easterly line of the said Southwest 1/4 of Section 11, 326.70 feet to a point; thence West along a line parallel with the center line of Twelve Mile Road 400 feet to a point; thence South along a line parallel to the Easterly section line of the Southwest 1/4 of said Section 11, 326.70 feet to a point; thence East 400 feet along a line parallel with the center line of Twelve Mile Road to the point of beginning.

as surveyed:

A parcel of land located in and being a part of the Southwest 1/4 of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South 1/4 corner of said Section 11; thence North 00 degrees 13 minutes 43 seconds East 90.00 feet along the North/South 1/4 line to the point of beginning; thence due West 399.73 feet; thence North 00 degrees 23 minutes 54 seconds East 296.70 feet; thence due East 398.86 feet to the North/South 1/4 line of Section 11; thence South 00 degrees 13 minutes 43 seconds West 296.70 feet along the North/South 1/4 line of Section 11 to the point of beginning.

Parcel A and B as surveyed and combined (Part of 22-11-300-006 and 22-11-300-003 combined) Property transferred by Court Appointed receiver.

A parcel of land located in and being a part of the Southwest ¼ of Section 11, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan and being more particularly described as follows: Commencing at the South ¼ corner of said Section 11; thence North 00 Degrees 13 Minutes 43 Seconds East 90.00 Feet to the point of beginning; thence extending due West 399.73 feet thence North 00 Degrees 23 Minutes 54 Seconds East 296.70 Feet; thence due West 1.09 Feet; thence North 00 Degrees 14 Minutes 12 Seconds East 762.30 Feet; thence due East 399.84 Feet to the North/South ¼ line of Section 11; thence South 00 Degrees 13 Minutes 43 Seconds West 1059.00 Feet to the Point of Beginning.

EXHIBIT B
Schedule of Maintenance

[see attached]

STORM WATER SYSTEM INSPECTION CHECKLIST

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

SYSTEM COMPONENTS	Catch Basins, Inlets, and Manholes	Storm Sewer Pipes	Rip Rap	Buffer Strip	FREQUENCY	COMMENTS
<u>MAINTENANCE TASKS AND SCHEDULE</u>						
POST-CONSTRUCTION MAINTENANCE ACTIVITIES						
MONITORING / INSPECTION						
Inspect for Sediment Accumulation	x	x			Annually	
Inspect for Floatables, dead vegetation and debris	x	x		x	Annually and after major rainfall	
Inspect for erosion			x	x	Annually	
Inspect all components during wet weather and compare to as-built plans	x	x			Annually	
Inspect inside of structures and pipes for cracks spalling, joint failure, settlement, sagging and misalignment.	x	x			Annually	
PREVENTATIVE MAINTENANCE						
Remove accumulated sediment	x	x		x	Annually or as needed	
Remove floatables, dead vegetation and debris			x	x	Annually or as needed	
REMEDIAL ACTIONS						
Repair / stabilize areas of erosion			x	x	As Needed	
Structural repairs	x	x			As Needed	
Make adjustments / repairs to ensure proper functioning	x	x	x		As Needed	

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF SYSTEM: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

SEDIMENTATION AND DETENTION BASINS

DATE / TIME OF INSPECTION: _____

INSPECTOR: _____

SYSTEM COMPONENTS	Right of Entry	Overflow Spillway	Sides to pool & Banks	Buffer Strips	Basins	FREQUENCY	COMMENTS
MAINTENANCE TASKS AND SCHEDULE							
POST-CONSTRUCTION MAINTENANCE ACTIVITIES							
MONITORING / INSPECTION							
Inspect for Sediment Accumulation	X	X			X	Annually	
Inspect for Floatables, dead vegetation and debris	X	X	X	X	X	Annually and after major rainfall	
Inspect for erosion	X	X	X	X	X	Annually	
Inspect all components during wet weather and compare to as-built plans ⁴	X	X			X	Annually	
Inspect for Invasive Plant Species			X	X	X	Annually	
PREVENTATIVE MAINTENANCE							
Remove accumulated sediment	X	X			X	Annually or as needed	
Remove floatables, dead vegetation and debris	X	X	X	X	X	Annually or as needed	
Professional application of herbicide for invasive species that may be present			X	X	X	Annually or as needed	
Repair Erosion and/or reseed bare areas	X	X	X	X	X	Annually or as needed	
REMEDIAL ACTIONS							
Repair / stabilize areas of erosion	X	X	X	X	X	As Needed	
Structural repairs	X	X				As Needed	
Make adjustments / repairs to ensure proper functioning	X	X			X	As Needed	
Excavate and reshape Sed. Basin after major sediment removal (once sediment accumulates to 6"-12" or re-suspension of sediment is observed) ⁴					X	As Needed	

⁴ A civil engineer should be retained to observe basin operation

SUMMARY:

INSPECTOR'S REMARKS: _____

OVERALL CONDITION OF SYSTEM: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

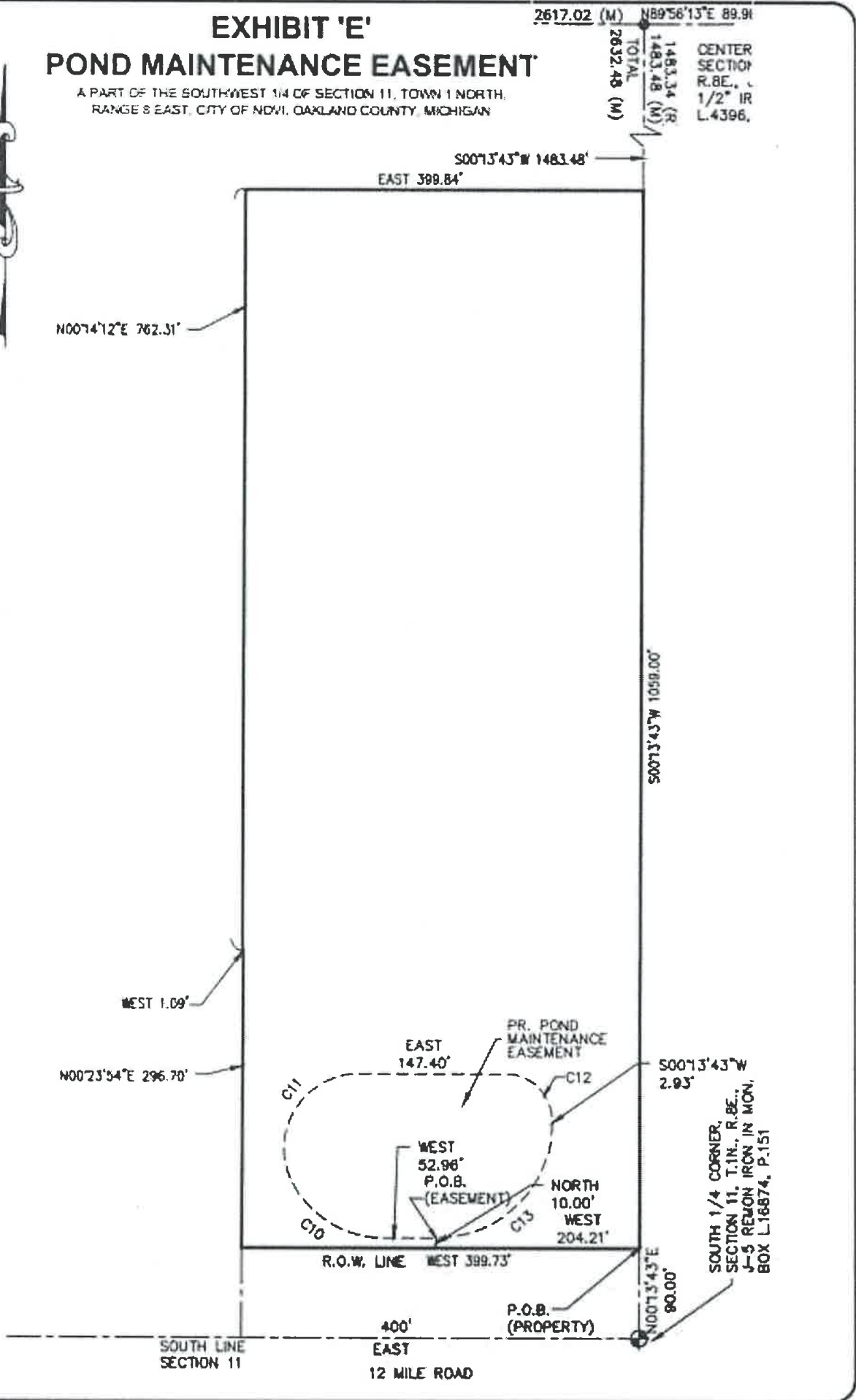
EXHIBIT E
Depiction of Easement

[see attached]

EXHIBIT 'E'

POND MAINTENANCE EASEMENT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



CLIENT MOAIC OF NOVI, LLC	PROJECT NO 14-032C	FIELD BOOK 000
SCALE 1" = 120'	DATE 05-29-2018	SHEET 1 OF 2
	DRAWN BY T.F.	CHECKED BY O.P.

FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313
 PHONE (586) 739-8007 FAX (586) 739-6994
WWW.FAZALKHAN.COM

EXHIBIT 'E' POND MAINTENANCE EASEMENT

A PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH,
RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DESCRIPTION OF PROPERTY (AS SURVEYED)

PART OF TAX ID . 22-11-300-009

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING; THENCE DUE WEST, 399.73 FEET, (SAID LINE BEING 90.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 AND THE CENTERLINE OF TWELVE MILE ROAD); THENCE N00°23'54"E, 296.70 FEET; THENCE DUE WEST, 1.09 FEET; THENCE N00°14'12"E, 762.31 FEET; THENCE DUE EAST, 399.84 FEET, TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, (SAID POINT BEING S00°13'43"W, 1483.48 FEET, FROM THE CENTER OF SAID SECTION 11); THENCE S00°13'43"W, 1059.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, TO THE POINT OF BEGINNING, ALL OF THE ABOVE CONTAINING 9.718 ACRES.

ALL OF THE ABOVE BEING SUBJECT TO EASEMENT, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

DESCRIPTION POND MAINTENANCE EASEMENT

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE N00°13'43"E, 90.00 FEET, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE WEST 204.21 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING THENCE WEST 52.98 FEET; THENCE 108.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 103.75 FEET AND A CHORD BEARING N60°05'41"W 103.45 FEET; THENCE 158.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.47 FEET AND A CHORD BEARING N29°54'19"E 130.84 FEET; THENCE EAST 147.40 FEET; THENCE 74.01 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 47.00 FEET AND A CHORD BEARING S44°53'09"E 66.60 FEET; THENCE S00°13'43"W 2.93 FEET; THENCE 181.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 117.00 FEET AND A CHORD BEARING S45°31'09"W 163.96 FEET TO THE POINT OF BEGINNING.

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C10	108.31'	103.75'	59°48'38"	N60°05'41"W	103.45'
C11	158.31'	75.47'	120°11'22"	N29°54'19"E	130.84'
C12	74.01'	47.00'	90°13'43"	S44°53'09"E	66.60'
C13	181.66'	117.00'	88°57'41"	S45°31'09"W	163.96'

CLIENT MOSAIC OF NOVI, LLC	PROJECT NO. 14-012C	FIELD BOOK 000
	DATE 05-29-2018	SHEET 2 OF 2
SCALE N/A	DRAWN BY T.F	CHECKED BY O.P



FAZAL KHAN & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
 43279 SCHOENHERR STERLING HEIGHTS, MI 48313
 PHONE (586) 739-8007 FAX (586) 739-6994
WWW.FAZALKHAN.COM

July 15, 2020

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

Re: Novi Senior Center - Acceptance Documents Review
Novi # JSP17-0066
SDA Job No. NV18-215
EXHIBITS APPROVED

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on July 14, 2020 against the Final Site Plan (Stamping Set) approved on August 21, 2018. 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. **On-Site Water System Easement** – (executed 7/14/20: exhibit dated 5/29/18) – Legal Description Approved.
2. **On-Site Sanitary Sewer Easement** – (executed 7/14/20: exhibit dated 5/29/18) Legal Description Approved.
3. **On-Site Storm Drainage Facility / Maintenance Easement Agreement** – (executed 7/14/20: exhibit dated 5/29/18) Exhibits Approved.
4. **Detention Access Easement** – (executed 7/14/20: exhibit dated 2/10/20) Legal Description Approved. **NOTE:** Document was submitted in markup format and shall be finalized prior to recording.
5. Ingress/Egress Easement – (executed 3/20/18: exhibit dated 2/22/18) Legal Description Approved.
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.

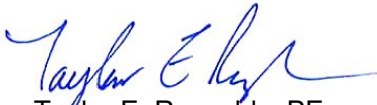
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated April 24, 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
Project Coordinator

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