



**CITY OF NOVI CITY COUNCIL**  
**FEBRUARY 8, 2021**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hogan Holdings 71, LLC for PetSuites located south of Grand River Avenue and east of Beck Road (parcel 50-22-16-151-013).

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**BACKGROUND INFORMATION:** The developer of PetSuites, Hogan Holdings 71, 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, November 24, 2020) and the City Engineering consultant (Spalding DeDecker, November 23, 2020), and is recommended for approval.

**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement from Hogan Holdings 71, LLC for PetSuites located south of Grand River Avenue and east of Beck Road (parcel 50-22-16-151-013).

# PetSuites SDFMEA

Location Map

PetSuites  
50-22-16-151-013

Grand River Ave

Map Author: Kate Richardson  
Date: 01/27/2021  
Project: PetSuites SDFMEA  
Version: 1.0

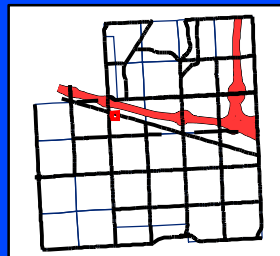
Amended By:  
Date:  
Department:

#### 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

 Subject Parcel



**City of Novi**

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

Feet  
0 20 40 80 120  
1 inch = 110 feet



ELIZABETH KUDLA SAARELA  
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
rsjalaw.com



ROSATI | SCHULTZ  
JOPPICH | AMTSBUECHLER

November 24, 2020

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

*Re: Pet Suites JSP 19-0018  
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 Pet Suites development. **The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided.** It should be noted that the access easement is on the adjacent property to the east, therefore the Storm Drainage Facility Maintenance Easement Agreement has also been signed by the adjacent property owner to the east for easement purposes. **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 the typed name below.

Elizabeth Kudla Saarela

Jeffrey Herczeg, Director of Public Works  
City of Novi  
November 24, 2020  
Page 2

Enclosure

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

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HOGAN HOLDINGS 71, LLC, a Michigan limited liability company, whose address is 9300 Shelbyville Road, Suite 1300, Louisville, Kentucky 40222 (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"). LVP LTD., a Michigan corporation, whose address is 45237 Grand River Avenue, Novi, Michigan 48375, and DONALD H. AND SHIRLEY M. PARENT, husband and wife, whose address is 4023 South Old US 23, Brighton, Michigan 48114 (LVP LTD. and Donald H. and Shirley M. Parent are collectively, "Parcel B Owner") hereby join in this Agreement for the sole purpose of granting to the City an access easement across a portion of an adjacent parcel of land.

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 16 of the City of Novi, Oakland County, Michigan, which parcel is identified as Parcel A and described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a commercial development on the Property for a pet boarding/pet lodging facility and related uses (including pet retail).
- B. The pet boarding/pet lodging 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.
- C. Parcel B Owner is the owner of a certain adjacent parcel of land situated in Section 16 of the City of Novi, Oakland County, Michigan, which parcel is identified as Parcel B and described on the attached and incorporated **Exhibit A** (the "Parcel B"). Parcel B Owner is joining in this Agreement for the sole purpose of granting the City an easement for access across Parcel B (as further described herein) to the facilities on the Property.

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 reasonably 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 upon reasonable advance notice to Owner, or cause its agents or contractors to enter the Property, through the Storm Access Easement as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be necessary with respect to the detention/sedimentation basin within the Storm Water Detention Easement 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 percent (25%) of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of delivery of a billing to the Owner with supporting documentation for all amounts billed. 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.

For the purposes of exercising the City's rights under this Agreement, Parcel B Owner hereby grants the City an easement for the sole purpose of ingress and egress across the portion of the Storm Access Easement on Parcel B, which Storm Access Easement is described and depicted in **Exhibit C**.

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 reasonable 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. The obligations provided and rights granted herein may be assigned by the Owner, in whole or in part, to tenants of such Property for the terms of such tenants' leases.

<SIGNATURES APPEAR ON THE NEXT PAGE(S)>

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

OWNER  
**HOGAN HOLDINGS 71, LLC**, a  
Michigan limited liability company

By: [Signature]  
W. Glenn Hogan  
Its: Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me, a Notary Public in and for said County and State, by W. Glenn Hogan, the Manager of Hogan Holdings 71, LLC, a Michigan limited liability company, on behalf of said company.

WITNESS my hand and Notarial Seal this 8<sup>th</sup> day of October, 2020.

My Commission Expires: 08/12/2020

[Signature]  
Notary Public



CITY  
**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 \_\_\_\_\_ 20\_\_, by, \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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



PARCEL B OWNER  
LVP LTD., a Michigan corporation

By: [Signature]  
L.V. Pheil [Printed Name]  
Its: President [Title]

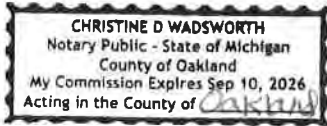
STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me on this 11 day of November 2020 by, L.V. Pheil, on behalf of LVP LTD., a Michigan corporation.

[Signature]

PARCEL B OWNER

[Signature]  
DONALD H. PARENT

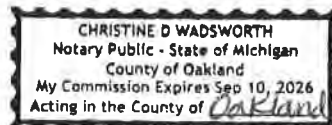


[Signature]  
SHIRLEY M. PARENT

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me on this 12 day of November 2020, by, Donald H. Parent and Shirley M. Parent, husband and wife.

[Signature]



**Drafted by:**  
Elizabeth Kudla Saarela  
Johnson, Rosati, Schultz & Joppich, P.C.  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

**And when recorded return to:**  
Cortney Hanson, City Clerk  
City of Novi  
45175 Ten Mile Rd  
Novi, MI 48375

**CONSENT TO EASEMENT**

As the holder of a mortgagee interest in and to the property referenced in the foregoing Storm Drainage Facility Maintenance Easement Agreement, dated \_\_\_\_\_, 20\_\_, whereby Hogan Holdings 71, LLC grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is 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 23<sup>rd</sup> day of October, 2020

LIMESTONE BANK, INC.,  
a Kentucky corporation

By: [Signature]  
(Print Name: Joseph C. Seiler)  
Its: Executive Vice President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing Consent to Easement was subscribed, sworn to and acknowledged before me, a Notary Public in and for said County and State, by Joseph C. Seiler, the Executive Vice President of Limestone Bank, Inc., a Kentucky corporation, on behalf of said corporation.

WITNESS my hand and Notarial Seal this 23<sup>rd</sup> day of October, 2020.

My Commission Expires: December 1, 2020

[Signature]  
Notary Public

SEAL



**EXHIBIT A**

*[See attached]*

## EXHIBIT A LEGAL DESCRIPTIONS

**PARCEL A:**

Part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at the West 1/4 of said Section 16, thence North 89 degrees 32 minutes 58 seconds East along the East-West 1/4 line of said Section 16, 743.93 feet to the Point of Beginning; thence North 00 degrees 04 minutes 43 seconds East, 628.23 feet to a point on the Southerly right-of-way line of Grand River Avenue; thence South 71 degrees 20 minutes 44 seconds East along the Southerly right-of-way line of Grand River Avenue, 194.64 feet; thence South 00 degrees 04 minutes 43 seconds West, 294.12 feet; thence South 03 degrees 16 minutes 00 seconds West, 270.95 feet to a point on the East-West 1/4 line of said Section 16; thence South 89 degrees 32 minutes 58 seconds West along the East-West 1/4 line of said Section 16, 169.44 feet to the Point of Beginning. Containing 2.48 acres of land more or less.

**PARCEL B:**

Part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: Commencing at the West 1/4 of said Section 16, thence North 89 degrees 32 minutes 58 seconds East along the East-West 1/4 line of said Section 16, 913.37 feet to the Point of Beginning; thence North 03 degrees 16 minutes 00 seconds East, 270.95 feet, thence North 00 degrees 04 minutes 43 seconds East, 294.12 feet to a point on the Southerly right-of-way line of Grand River Avenue; thence South 71 degrees 20 minutes 44 seconds East along the Southerly right-of-way line of Grand River Avenue, 120.11 feet; thence South 71 degrees 19 minutes 44 seconds East continuing along the Southerly right-of-way line of Grand River Avenue, 47.98 feet; thence South 00 degrees 04 minutes 43 seconds West, 509.49 feet to a point of the East-West 1/4 line of said Section 16; thence South 89 degrees 32 minutes 58 seconds West along the East-West 1/4 line of said Section 16, 174.40 feet to the Point of Beginning. Containing 2.01 acres of land more or less.



**PEA, Inc.**

7927 Nemco Way, Ste. 115  
Brighton, MI 48116  
t: 517.546.8583  
f: 517.546.8973  
www.peainc.com

CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: N/A	JOB No: 2018-294
	DATE: 12-10-2019	DWG. No: 1 of 7

## EXHIBIT B SCHEDULE OF MAINTENANCE

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention Structure	SCHEDULE
Inspect for accumulated sediment		X	X	X	X	X	Weekly
Removal of accumulated sediment		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for floatables and debris		X	X	X	X	X	Quarterly
Remove floatables and debris		X	X	X	X	X	As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect for site erosion							Weekly
re-establish vegetation in eroded areas							As directed by Storm Water Operator Inspections, and prior to project turn over
Inspect storm water system and components during wet weather and compare to plans				X	X	X	As required and at project turn over
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required
Keep copies of all storm water operator reports and make available to City of Novi Personnel							Annually
Pavement sweeping							Weekly or as required

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)							ESTIMATED ANNUAL BUDGET			
TASKS	COMPONENTS	Storm Sewer System	Catch Basin Sumps	Catch Basin Inlet castings	Outlet Control Structure	Underground Detention Structure	SCHEDULE	1st year	2nd year	3rd year
Inspect for accumulated sediment		X	X	X	X	X	Annually	\$100	\$100	\$100
Removal of accumulated sediment		X	X	X	X	X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris		X	X	X	X	X	Annually	\$100	\$100	\$100
Remove floatables and debris		X	X	X	X	X	Annually	\$100	\$75	\$75
Inspect for site erosion							Annually	\$125	\$125	\$125
re-establish vegetation in eroded areas							Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)				X	X	X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection.				X	X	X	As required	\$150	\$0	\$250
Keep records of all inspections and maintenance activities and make available to City of Novi Personnel							Annually	\$0	\$0	\$0
TOTAL BUDGET:								\$1,600	\$1,225	\$975

CLIENT: **HOGAN REAL ESTATE**  
9300 SHELBYVILLE ROAD, SUITE 1300  
LOUISVILLE, KY, 40222

SCALE: N/A

JOB No: 2018-294

DATE: 12-10-2019

DWG. No: 2 of 7

**PEA, Inc.**

7927 Nemco Way, Ste. 115  
Brighton, MI 48116  
t: 517.546.8583  
f: 517.546.8973  
www.peainc.com

**EXHIBIT C  
LEGAL DESCRIPTIONS**

**STORM ACCESS EASEMENT**

An area of land covering part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan the limits of this Storm Access Easement are described as: Commencing at the West 1/4 of said Section 16, thence North 89 degrees 32 minutes 58 seconds East along the East–West 1/4 line of said Section 16, 743.93 feet to the Southwest corner of Parcel A; thence North 00 degrees 04 minutes 43 seconds East along the West line of Parcel A, 628.23 feet to the Southerly right–of–way line of Grand River Avenue; thence South 71 degrees 20 minutes 44 seconds East along the Southerly right–of–way line of Grand River Avenue, 199.25 feet to the Point of Beginning of this Storm Access Easement; thence South 18 degrees 39 minutes 16 seconds West perpendicular to the Southerly right–of–way line of Grand River Avenue, 41.00 feet; thence North 71 degrees 20 minutes 44 seconds West, 33.77 feet; thence North 89 degrees 55 minutes 17 seconds West, 10.49 feet; thence South 00 degrees 04 minutes 43 seconds West, 24.00 feet; thence South 89 degrees 55 minutes 17 seconds East, 6.57 feet; thence South 71 degrees 20 minutes 44 seconds East, 53.84 feet; thence North 18 degrees 39 minutes 16 seconds East perpendicular to the Southerly right–of–way line of Grand River Avenue, 65.00 feet to the Southerly right–of–way line of Grand River Avenue; thence North 71 degrees 20 minutes 44 seconds West along the Southerly right–of–way line of Grand River Avenue, 24.00 feet to the Point of Beginning. Covering 0.06 acres of land more or less.

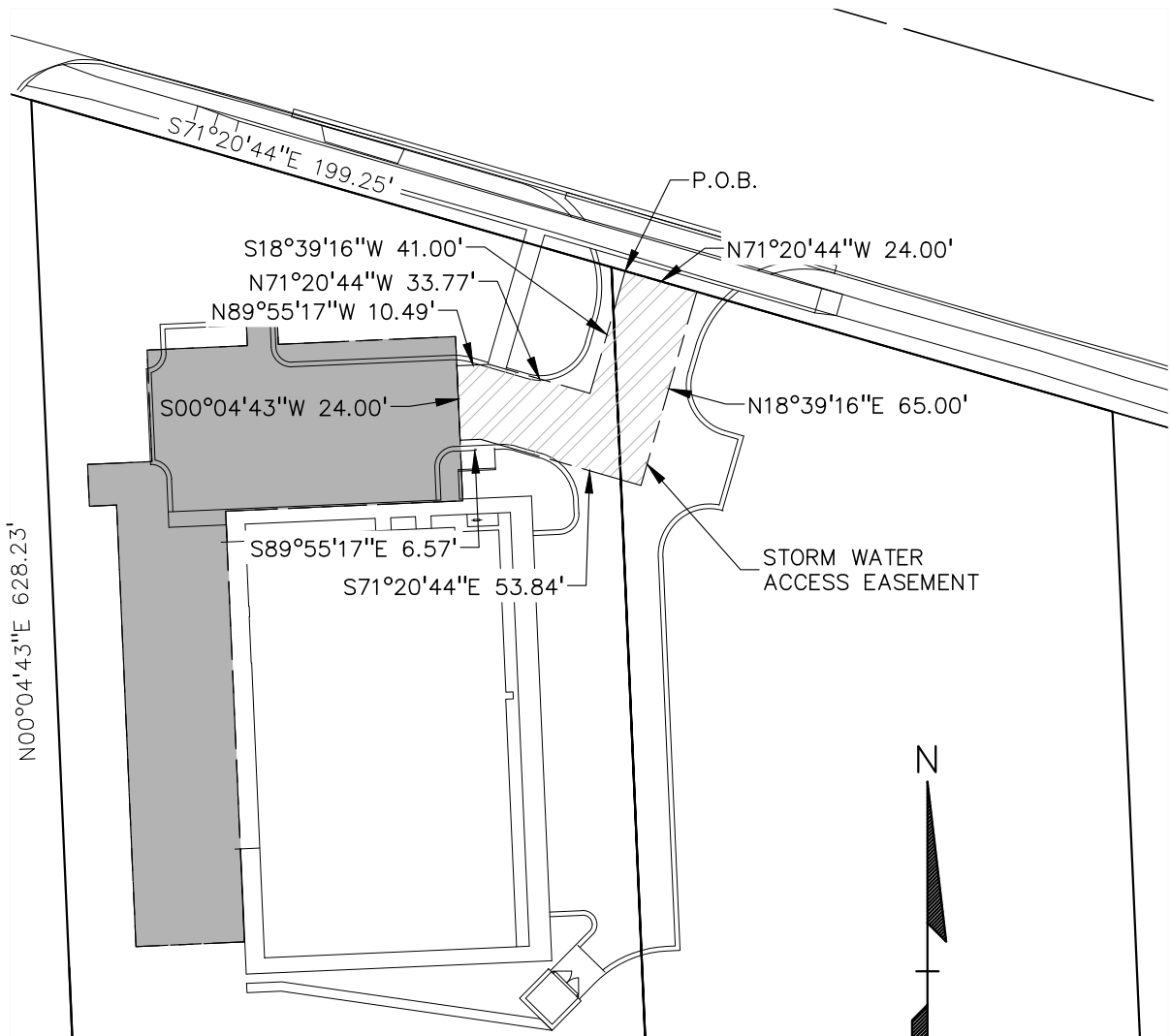


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CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: N/A	JOB No: 2018–294
	DATE: 12–10–2019	DWG. No: 3 of 7

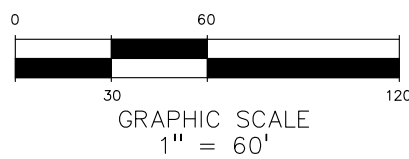
# EXHIBIT C STORM ACCESS EASEMENT



N89°32'58"E  
 743.93'  
 WEST 1/4  
 CORNER  
 SECTION 16  
 T.01N, R.08E.

EAST-WEST 1/4 LINE

CENTER  
 CORNER  
 SECTION 16  
 T.01N, R.08E.



**PEA, Inc.**  
 7927 Nemco Way, Ste. 115  
 Brighton, MI 48116  
 t: 517.546.8583  
 f: 517.546.8973  
 www.peainc.com

CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: 1" = 60'	JOB No: 2018-294
	DATE: 12-10-2019	DWG. No: 4 of 7



**EXHIBIT D  
LEGAL DESCRIPTIONS**

**STORM WATER DETENTION EASEMENT**

An area of land covering part of the Northwest 1/4 of Section 16, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan the limits of this Storm Water Detention Easement are described as: Commencing at the West 1/4 of said Section 16, thence North 89 degrees 32 minutes 58 seconds East along the East–West 1/4 line of said Section 16, 743.93 feet to the Southwest corner of Parcel A; thence North 00 degrees 04 minutes 43 seconds East along the West line of Parcel A, 628.23 feet to the Southerly right–of–way line of Grand River Avenue; thence South 71 degrees 20 minutes 44 seconds East along the Southerly right–of–way line of Grand River Avenue, 199.25 feet; thence South 18 degrees 39 minutes 16 seconds West perpendicular to the Southerly right–of–way line of Grand River Avenue, 41.00 feet; thence North 71 degrees 20 minutes 44 seconds West, 33.77 feet; thence North 89 degrees 55 minutes 17 seconds West, 10.49 feet to the Point of Beginning of this Storm Water Detention Easement; thence North 00 degrees 04 minutes 43 seconds East parallel with the West line of Parcel A, 9.44 feet; thence North 89 degrees 55 minutes 17 seconds West, 57.16 feet; thence North 00 degrees 04 minutes 43 seconds East, 18.06 feet; thence North 89 degrees 55 minutes 17 seconds West, 10.00 feet; thence South 00 degrees 04 minutes 43 seconds West, 18.06 feet; thence North 89 degrees 55 minutes 17 seconds West, 32.36 feet; thence South 00 degrees 04 minutes 43 seconds West, 36.00 feet; thence North 89 degrees 55 minutes 17 seconds West, 20.79 feet; thence South 00 degrees 04 minutes 43 seconds West, 13.50 feet; thence South 89 degrees 55 minutes 17 seconds East, 8.79 feet; thence South 00 degrees 04 minutes 43 seconds West, 142.50 feet; thence South 89 degrees 55 minutes 17 seconds East, 35.00 feet; thence North 00 degrees 04 minutes 43 seconds East, 139.00 feet; thence South 89 degrees 55 minutes 17 seconds East, 76.52 feet; thence North 00 degrees 04 degrees 43 seconds East, 43.56 feet to the Point of Beginning. Covering 0.24 acres of land more or less.

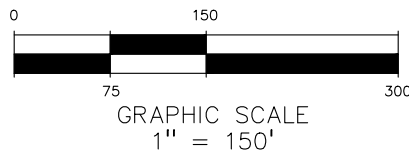
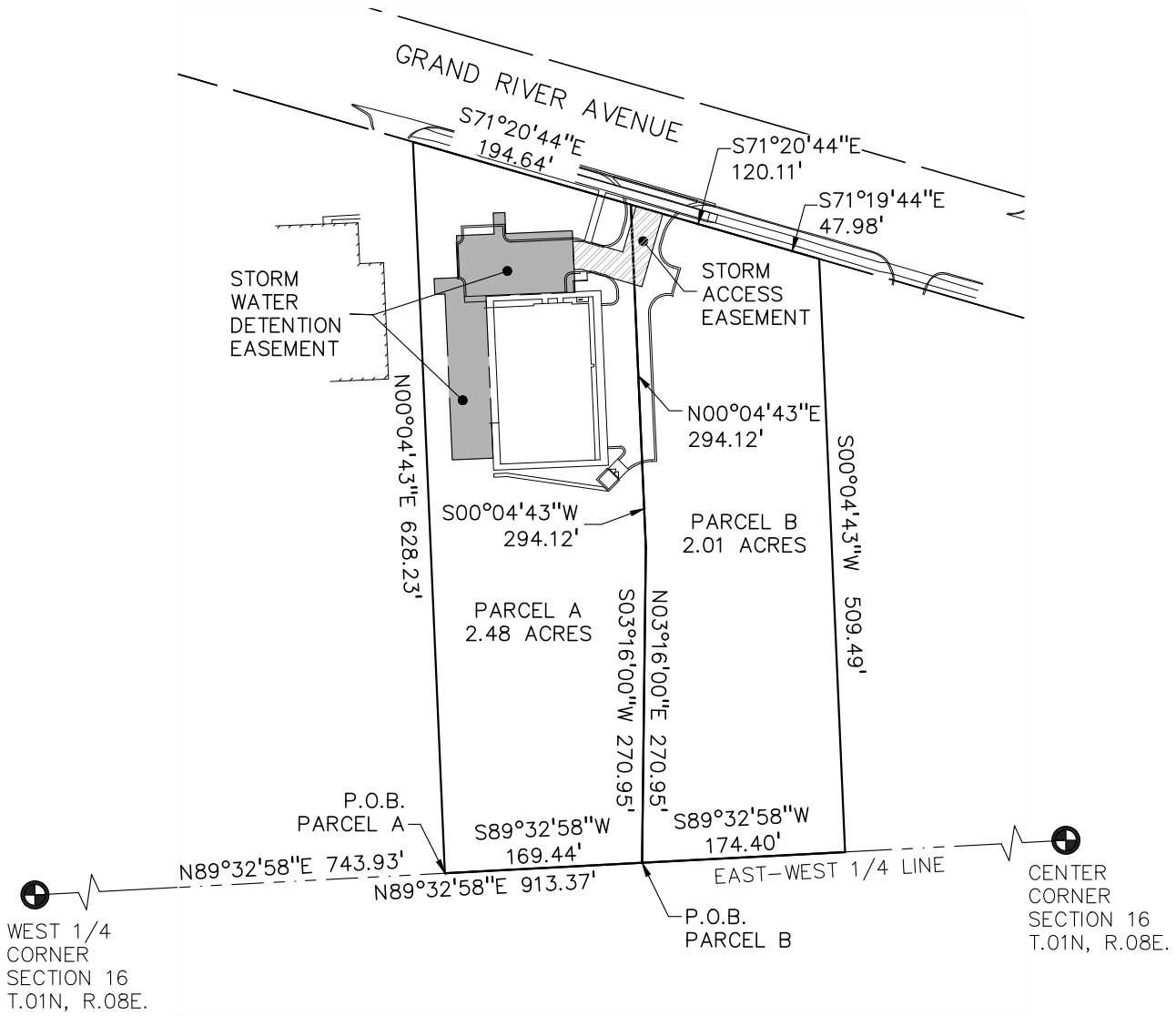


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CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: N/A	JOB No: 2018–294
	DATE: 12–10–2019	DWG. No: 5 of 7

# EXHIBIT D STORM WATER DETENTION EASEMENT

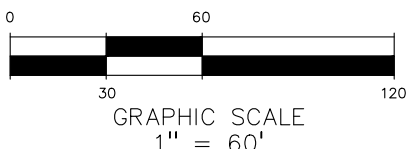
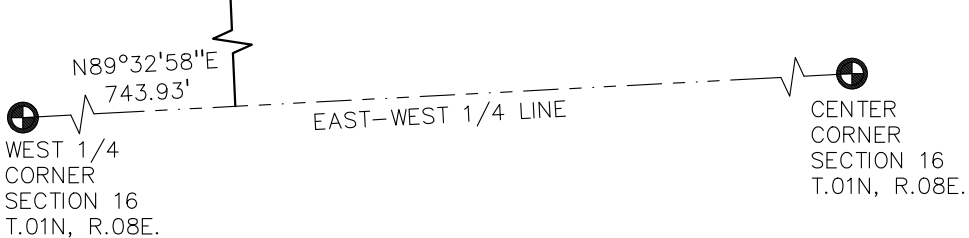
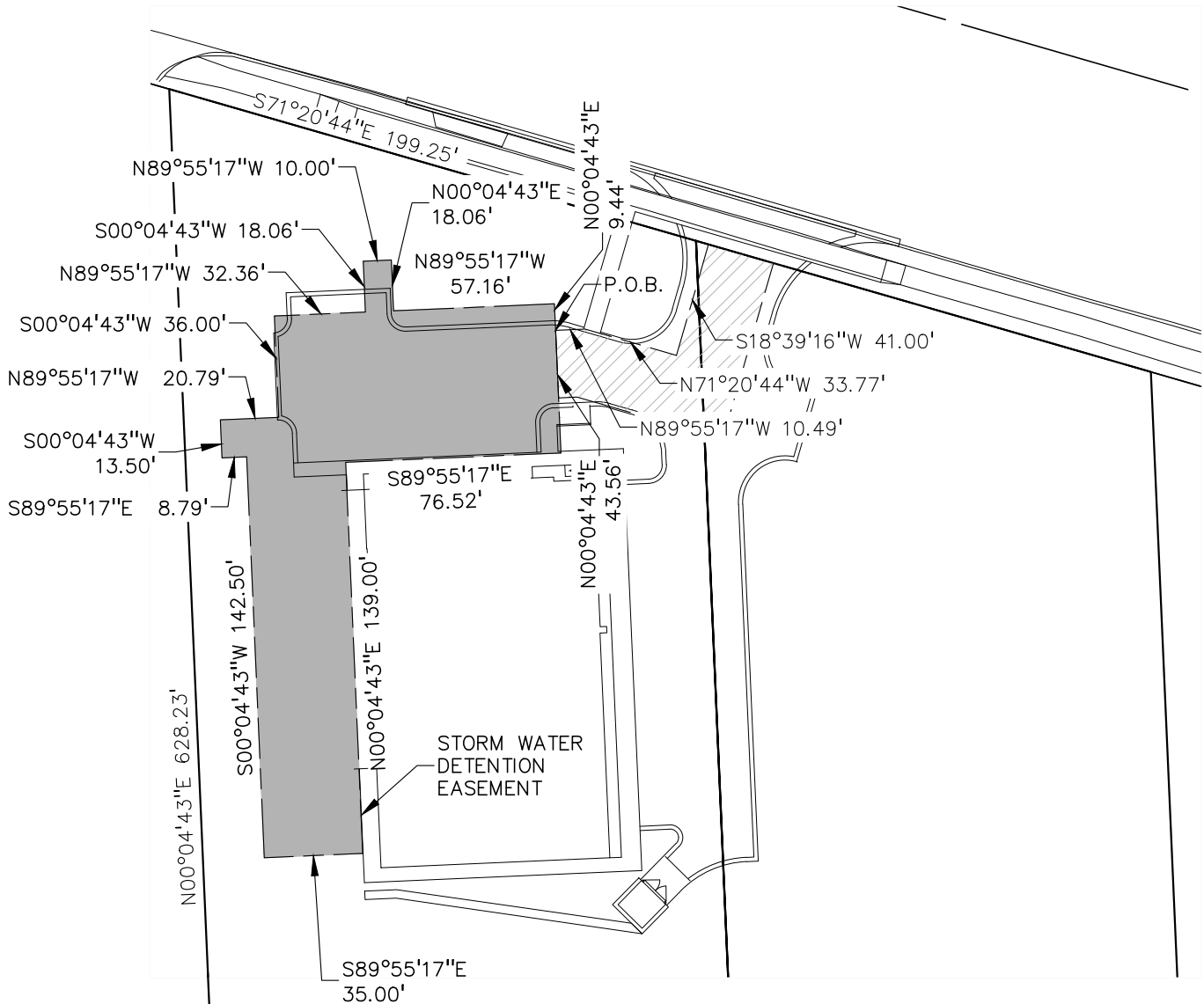


**PEA, Inc.**

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CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: 1" = 150'	JOB No: 2018-294
	DATE: 12-10-2019	DWG. No: 6 of 7

# EXHIBIT D STORM WATER DETENTION EASEMENT



**PEA, Inc.**  
 7927 Nemco Way, Ste. 115  
 Brighton, MI 48116  
 t: 517.546.8583  
 f: 517.546.8973  
 www.peainc.com

CLIENT: <b>HOGAN REAL ESTATE</b> 9300 SHELBYVILLE ROAD, SUITE 1300 LOUISVILLE, KY, 40222	SCALE: 1" = 60'	JOB No: 2018-294
	DATE: 12-10-2019	DWG. No: 7 of 7

November 23, 2020

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

Re: Pet Suites - Acceptance Documents Review  
Novi # JSP19-0018  
SDA Job No. NV19-234  
**INITIAL DOCUMENT REVISIONS REQUIRED**  
**FINAL DOCUMENTS APPROVED**

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on December 20, 2019 against the Final Site Plan (Stamping Set) approved on December 12, 2019. We offer the following comments:

**Initial Acceptance Documents:**

1. On-Site Water System Easement  
(executed 10/08/2020: exhibit dated 11/18/2019)  
Exhibit A Approved
2. **Storm Drainage Facility / Maintenance Easement Agreement**  
(executed 10/08/2020: exhibits dated 12/10/2019)  
Exhibits A, B, C, & D Approved – The exhibits provided with the executed documents are dated 11/18/2019 as opposed to the exhibits that were reviewed and approved previously which are dated 12/10/19. The exhibits dated 12/10/19 matched what was shown on the plans and differ from the provided exhibits dated 11/18/2019. Please advise or provide the correct exhibits along with the executed documentation.

**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.

3. Warranty Deed for Road Right-of-Way  
Submitted as Highway Easement  
(executed 10/08/2020: exhibit dated 11/18/2019)  
Exhibit A Approved
4. Bills of Sale: Water Supply System  
SUPPLIED – APPROVED
5. Full Unconditional Waivers of Lien from contractors installing public utilities  
SUPPLIED – APPROVED

6. 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 October 31, 2019 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, EIT  
Engineer

Cc (via Email): Victor Boron, City of Novi  
Taylor Reynolds, 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