

Culver's Maintenance Agreement

Location Map



Legend

- Minor Road
- Major Road
- Dedicated
- Highway Easement
- Tax Parcels
- Subject Parcel
- Maintenance Agreement Area



Feet

0 50 100 200

Map Author: Humna Anjum

Map Print Date: 08/13/2026

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November 26, 2025

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

Re: Culvers - Acceptance Documents Review #5
Novi # JSP23-0037
SDA Job No. NV-222
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on November 25, 2025 against the revised Engineering Plans dated October 13, 2025 and the as-built construction 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 blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
2. On-Site Sanitary Sewer Manhole Access Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
3. Storm Drainage Facility / Maintenance Easement Agreement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved
Exhibit D (Detention Basin Easement Description and Sketch) Approved
4. Road Vacation, Maintenance and Access Easement (Karevich Drive)
(unexecuted: exhibit dated 11-7-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved

5. Sidewalk Easement
(executed 11-19-2025)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
6. Bills of Sale for all public utilities
(executed 2025-11-19) Approved
7. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed by BMW Contracting LLC, Core & Main LP, and TKMS)
PROVIDED
8. Sworn Statement signed by Developer
PROVIDED

Unless otherwise stated above, the documents submitted were found to be acceptable by our office pending review by the City Attorney. 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 11-25-2024 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 Manager

Cc (via Email): Milad Alesmail, City of Novi
 Humna Anjum, City of Novi
 Lindsay Bell, City of Novi
 Stacey Choi, City of Novi
 Dan Commer, City of Novi
 Alyssa Craigie, City of Novi
 Cortney Hanson, City of Novi
 Sarah Marchioni, City of Novi
 Barb McBeth, City of Novi
 Melissa Morris, City of Novi
 Kate Purpura, City of Novi
 Rebecca Runkel, City of Novi
 Diana Shanahan, City of Novi



Angie Sosnowski, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Sydney Waynick, SDA
Tyler Smith, Applicant

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

August 12, 2026

Humna Anjum, Project Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Culvers Restaurant JSP 23-37
On-Site Acceptance Documents**

Dear Ms. Anjum:

We have received and reviewed a copy of the following signed Agreement in connection with the Culvers Restaurant:

- Road Vacation, Maintenance and Access Agreement (***Format Approved***)

Road Vacation, Maintenance and Access Agreement - (Karevich Drive)

The attached version of the Road Vacation, Maintenance and Access Agreement - (Karevich Drive) is acceptable as provided, subject to approval of the Exhibits by the City's Consulting Engineer. The Agreement provided appears to be a signed copy. The original should be provided prior to placement of this Agreement on City Council's Agenda for approval.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS

Humna Anjum, Project Engineer
City of Novi
August 12, 2026
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Director of Planning
Diana Shanahan, Planner
Brad Doane, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Ben Croy, City Engineer
Kate Purpura, Project Engineer
Sydney Waynick & Ted Meadows, Spalding DeDecker
Charles Paisley, Culver's
Thomas R. Schultz, Esquire

ROAD VACATION, MAINTENANCE AND ACCESS AGREEMENT (KAREVICH DRIVE)

This Agreement, Road Vacation, Maintenance and Access Agreement (Karevich Drive) (the “Agreement”) is entered into on this 28 date of July, 2026, between **UPH Novi Property, LLC**, a Michigan limited liability company, whose address is 101 N. Main Street Suite 525, Ann Arbor, MI 48104 (“UPH”), and the **City of Novi**, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 (“City”), on the following terms and conditions.

RECITALS

- A. UPH has purchased property in Novi, MI and plans to develop a Culver’s restaurant on the site, as described in **Exhibit A** (the “UPH Property”).
- B. Karevich Drive currently bisects the UPH Property, and prohibits use of the UPH Property as proposed for the construction of a Culver’s Restaurant, parking lot and driveway (the “Development”).
- C. UPH has requested and the City has agreed to vacate the existing Karevich Drive between West Oaks Drive and West Oaks II Drive as shown on **Exhibit C (“Existing Karevich Drive”)** and to relocate the road right of way to the west as depicted on **Exhibit B (“Relocated Karevich Drive”)**.
- D. The Relocated Karevich Drive will traverse around the site, as shown in Exhibit B and will allow surrounding existing businesses and their customers and employees, and the general public, continuing access to and from the surrounding parcels.
- E. In consideration of vacating the Existing Karevich Drive and conveying the vacated right-of-way to UPH for construction of the Culvers Restaurant, UPH will create a permanent private easement over the Relocated Karevich Drive allowing public access over, across and through the Relocated Karevich Drive. UPH will, further, operate, maintain, repair and replace Relocated Karevich Drive so it continues to function as intended, in accordance with applicable laws and ordinances.
- F. UPH will also make the following improvements in connection with the vacation of Karevich Drive:
 - UPH will assume responsibility to construct the missing 8-foot-wide pathway segment along the adjacent Novi Road right-of-way (an approximately 680-foot portion of Segment 32A).
 - UPH will provide additional landscaping and park benches along the pathway.

- G. UPH and the City agree to enter into this Agreement to set forth the terms and conditions of the vacation of the Existing Karevich Drive, its relocation, and the subsequent use and maintenance of the Relocated Karevich Drive.

The terms of this agreement are as follows:

- 1) **Purpose.** In conjunction with the City's vacation of the existing Karevich Drive, UPH and the City have agreed to relocate Karevich Drive to the location shown on Exhibit B. In order to accomplish the relocation, the City has agreed to vacate and terminate the Existing Karevich Drive, as shown on Exhibit C, by Resolution of City Council, which Resolution will be recorded with the Oakland County Register of Deeds. Once terminated, the City has agreed to convey the Existing Karevich Drive right-of-way to UPH, by quit claim deed, for the construction of a Culvers Restaurant. In consideration of the termination of the Existing Karevich Drive, and conveyance of the right-of-way, UPH has agreed to construct, operate, maintain, repair and replace the Relocated Karevich Drive so that it continues to function as an access drive, in accordance with the requirements of applicable laws and ordinance. Public access will be permitted over, across and through the Relocated Karevich Drive, at all times, except as may be subject to temporary closure for maintenance, repair or replacement.
- 2) **Additional Obligations.** Prior to issuance of any Temporary Certificate of Occupancy for the Development, UPH shall install the following improvements, at its own expense, as depicted on the final approved site plan for the Development:
 - The missing 8-foot-wide pathway segment along the adjacent Novi Road right-of-way (an approximately 680-foot portion of Segment 32A).
 - Additional landscaping and park benches along the pathway.
- 3) **Title to Property.** The City will vacate the Existing Karevich Drive between West Oaks Drive and West Oaks II Drive, and will convey the vacated right-of-way to UPH for the construction of a Culvers Restaurant and the Relocated Karevich Drive.
- 4) **Declaration.** For One (\$1.00) Dollar, UPH declares and establishes the easements and covenants, conditions, and restrictions set forth in this Agreement on the real estate located within the Relocated Karevich Drive.
- 5) **Interest in realty.** This Agreement is made to establish certain easements, covenants, conditions, and restrictions, to run with the land, be an interest in realty, and be binding on and inure to the benefit of, and burden, the owners and occupiers of the UPH Property and its respective transferees, successors, and assigns. When used in this Agreement, the words "owner of a parcel" are intended to mean and encompass the owner in fee title to the UPH Property and to bind any parties who occupy a parcel or hold an interest in a parcel through them; their agents, employees, and invitees; and all other parties acting through or under that owner.

- 6) **Cross-easement for sidewalks, drives, and roadways.** UPH declares and establishes the following easement in the location shown on the attached and incorporated Exhibit B:
- a) A perpetual nonexclusive easement for the passage and ingress and egress of motor vehicles and non-motorized vehicles, over, across, and through Karevich Drive, and of pedestrians on all the sidewalks constructed within the Easement Area. This Easement shall be for the benefit and use of the general public, as well as the owners, occupants, invitees, and employees of adjacent and surrounding parcels.
 - b) A perpetual nonexclusive easement for public utilities, over, across, and through Karevich Drive.
 - c) All sidewalks and pedestrian aisles shall be constructed of concrete or other similar approved materials, and all driveways and private roads shall be of concrete, asphalt, or other appropriate all-weather surface, in accordance with the approved site plan for the Culvers Restaurant Development and all applicable laws and ordinances. Relocated Karevich Drive and any driveways shall be constructed in a manner of sufficient size to comply with all of the requirements of the ordinances and of the approved site plan and any other regulatory governmental authority having jurisdiction over the site plan approval. At the time of any repair and reconstruction of any sidewalks and driveways within and adjacent to the Relocated Karevich Drive, UPH shall make a diligent effort to avoid unreasonable interference with the vehicular and pedestrian traffic within the Premises. UPH shall keep Relocated Karevich Drive and the driveways and sidewalks in a clean and neat condition so that the surface is in a smooth and evenly covered condition and be passable and usable in winter through the removal of snow and ice. No fence, shrubs, or other barrier that prevents or obstructs the passage of pedestrian or vehicular travel shall be constructed across the easement areas. However, this provision shall not prohibit the installation of convenience facilities (such as mailboxes, benches, trash deposit enclosures, curbing, or forms of landscaping, in accordance with an approved site plan and applicable laws and ordinance) and forms of traffic controls to the extent UPH wishes to place or construct those improvements.
- 7) **Insurance.** UPH shall obtain liability insurance as part of its owner's policy for its property to cover any liabilities that arise as a result of the use by the public of Karevich Drive.
- 8) **Construction.** All construction of the Culvers Restaurant and Relocated Karevich Drive shall be done in a manner to avoid unreasonable interference with the use of Relocated Karevich Drive and neighboring properties. All construction activities shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of those entities having jurisdiction. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the UPH Property and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles on the UPH Property. To the extent that any dirt or debris from the construction activities on a parcel becomes located on an adjacent parcel, it shall be promptly removed by the party undertaking the construction.

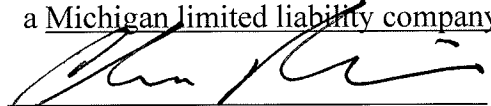
- 9) **Maintenance.** Relocated Karevich Drive shall be maintained by UPH in perpetuity in a neat and clean condition. UPH shall also be responsible for the maintenance, repair, and replacement of all utility lines, driveways, access roads, and amenities, such as benches, on the UPH Property, as well as on the Relocated Karevich Drive. UPH shall be responsible for scheduling all maintenance and repair such as road sweeping, painting of traffic lines or curbs, any sign maintenance, repair of cracks or potholes, replacement of the road or driveway surface, and snowplowing.
- 10) In the event that UPH 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 Relocated Karevich Drive or improvements within the Easement Area, in reasonable order and condition, the City may serve written notice upon UPH 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 UPH 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 UPH Property and Relocated Karevich Drive, or cause its agents or contractors to enter the UPH Property and Relocated Karevich Drive and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to Relocated Karevich Drive described and depicted in Exhibit B, 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 UPH within thirty (30) days of a billing to UPH. All unpaid amounts may be placed on the delinquent tax roll of the City as to the UPH 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 UPH, and, in such event, UPH shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.
- 11) **Indemnification.** UPH agrees to indemnify and hold the City harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of UPH's members or managers' actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.
- 12) **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties

- 13) **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.
- 14) **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 15) **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Oakland County, Michigan.
- 16) **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.
- 17) **Exhibits.** The following exhibits are attached to and are a part of this Agreement:
- a) Exhibit A—UPH Property
 - b) Exhibit B—Relocated Karevich Drive.
 - c) Exhibit C—Existing Karevich Drive
- 18) **Effective date.** Grantor and Grantee have signed this Agreement, and it shall be effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

Grantor

UPH Novi Property, LLC,
a Michigan limited liability company


By: Charles Paisley
Its: Member

Grantee

City of Novi,
a Michigan Municipal Corporation

By: _____
Its: _____

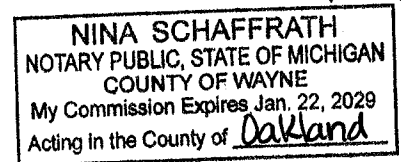
By: _____
Its: _____

STATE OF MICHIGAN)
Oakland COUNTY)

Acknowledged before me in Oakland County, Michigan, on
July 29, 2026, by Charles Paisley, on behalf of UPH Novi Property, LLC


Name: Nina Schaffrath

Notary public, State of Michigan, County of Wayne
My commission expires January 22, 2029.



STATE OF MICHIGAN)
_____ COUNTY)

Acknowledged before me in _____ County, Michigan, on
_____, by _____, on behalf of _____

Drafted by
Melissa Demorest LeDuc (P68867)
Demorest Law Firm, PLLC
322 W Lincoln
Royal Oak, MI 48067

When Recorded Return To:
Cortney Hanson
City Clerk
City of Novi
45175 Ten Mile
Novi, MI 48375

UPH Novi Property LLC/City of Novi (1790)/Documents/Easement Drafts/2025 07 07 Maintenance and Access Agreement (Karevich Drive).final.docx

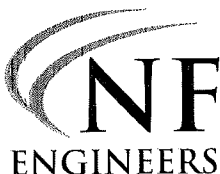
Exhibit A

UPH PROPERTY DESCRIPTION

LEGAL DESCRIPTION - COMBINED PARCEL

PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 1103.75 FEET ALONG THE EAST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 35 MINUTES 52 SECONDS WEST 93.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 236.67 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 235.22 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 48 SECONDS EAST 279.75 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 77.66 FEET, SAID CURVE HAVING A RADIUS OF 115.00 FEET, A CENTRAL ANGLE OF 38°41'26", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 56 MINUTES 38 SECONDS EAST 76.19 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 08 SECONDS WEST 176.99 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 163.63 FEET, SAID CURVE HAVING A RADIUS OF 237.78 FEET, A CENTRAL ANGLE OF 39°25'46", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 57 SECONDS WEST 160.42 FEET TO A REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 57.12 FEET, SAID CURVE HAVING A RADIUS OF 83.00 FEET, A CENTRAL ANGLE OF 39°25'51", AND A LONG CHORD BEARING AND DISTANCE OF NORTH 22 DEGREES 06 MINUTES 58 SECONDS WEST 56.00 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS WEST 31.63 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 52 SECONDS EAST 113.01 FEET TO A POINT ON THE WEST SIXTY (60) FOOT RIGHT-OF-WAY LINE OF NOVI ROAD (WIDTH VARIES); THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 482.97 FEET ALONG SAID WEST 60' R.O.W. LINE OF NOVI ROAD; THENCE SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST 14.98 FEET TO A POINT ON THE WEST SEVENTY-FIVE (75) FOOT RIGHT-OF-WAY LINE OF SAID NOVI ROAD; THENCE SOUTH 02 DEGREES 24 MINUTES 08 SECONDS EAST 216.59 FEET ALONG SAID WEST 75' R.O.W. LINE OF NOVI ROAD TO THE POINT OF BEGINNING.

CONTAINING: 102,049 SQUARE FEET OR 2.343 ACRES.

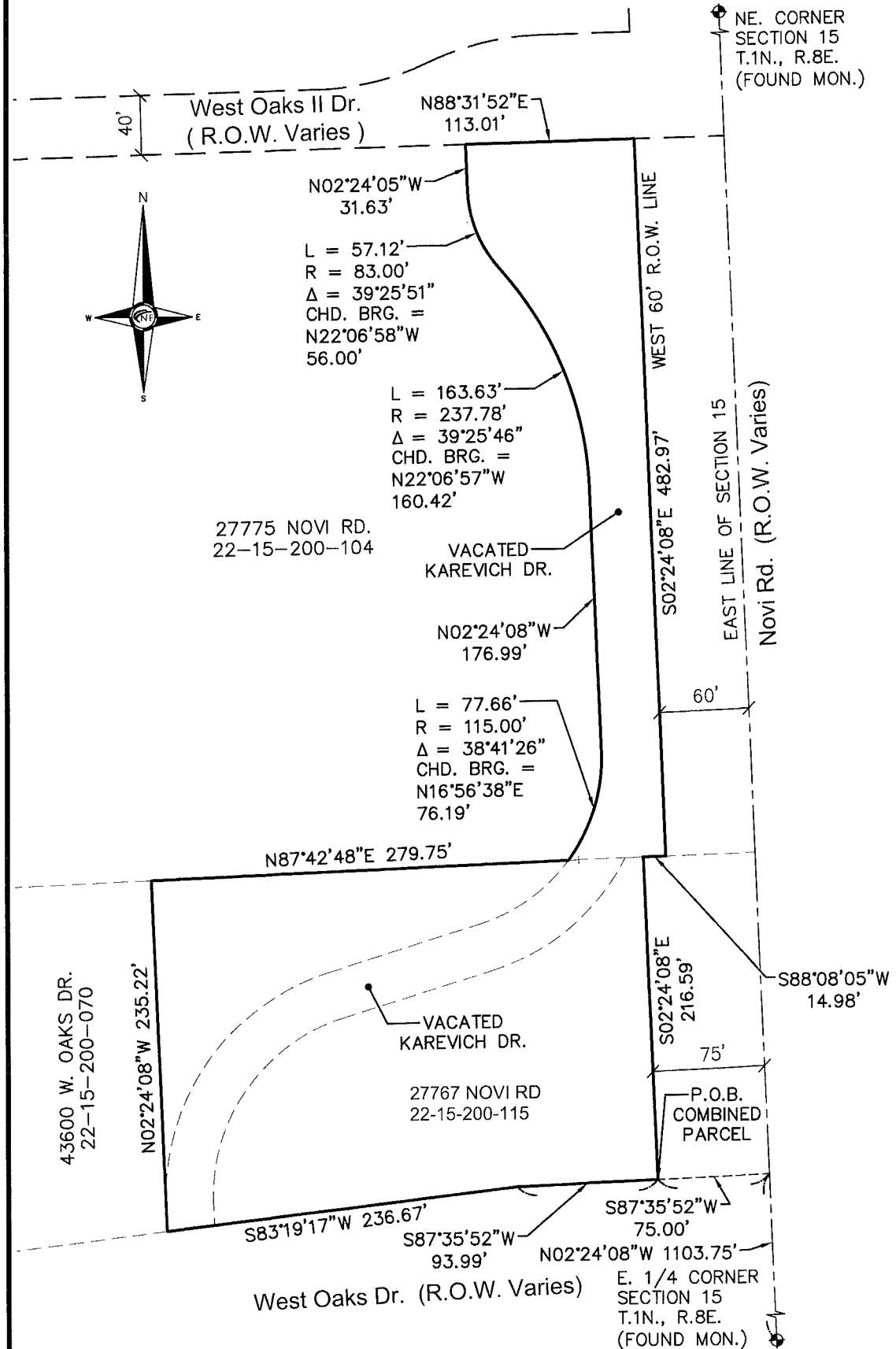


NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

DATE	DRAWN	JOB NO.	SHEET
11-7-2024	M.R.C.	N706-01	3 of 6

Exhibit A

UPH PROPERTY

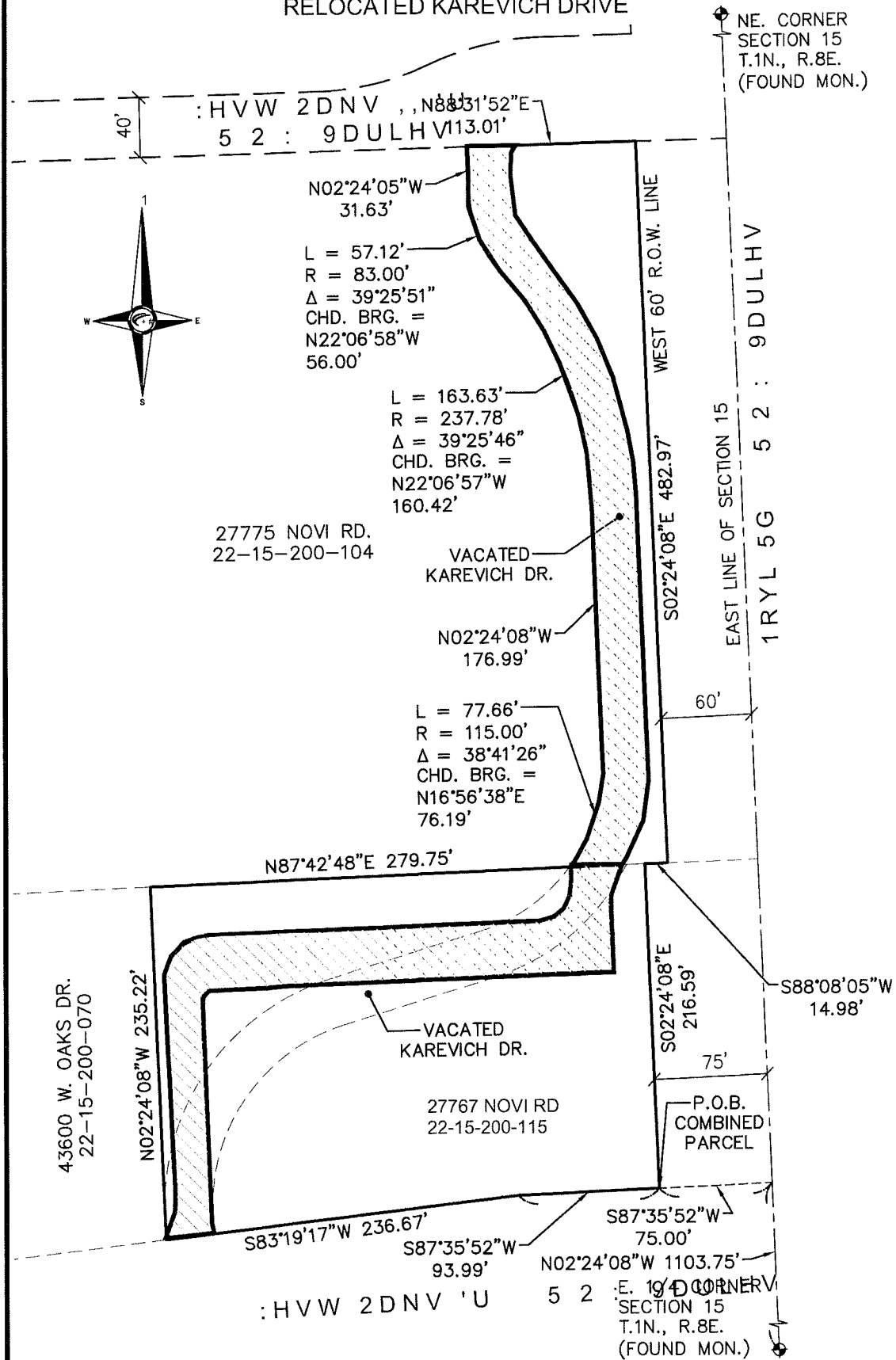


NOWAK & FRAUS ENGINEERS
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SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	M.R.C.	N706-01	4 of 6

Exhibit B	W	%
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RELOCATED KAREVICH DRIVE



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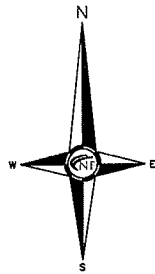
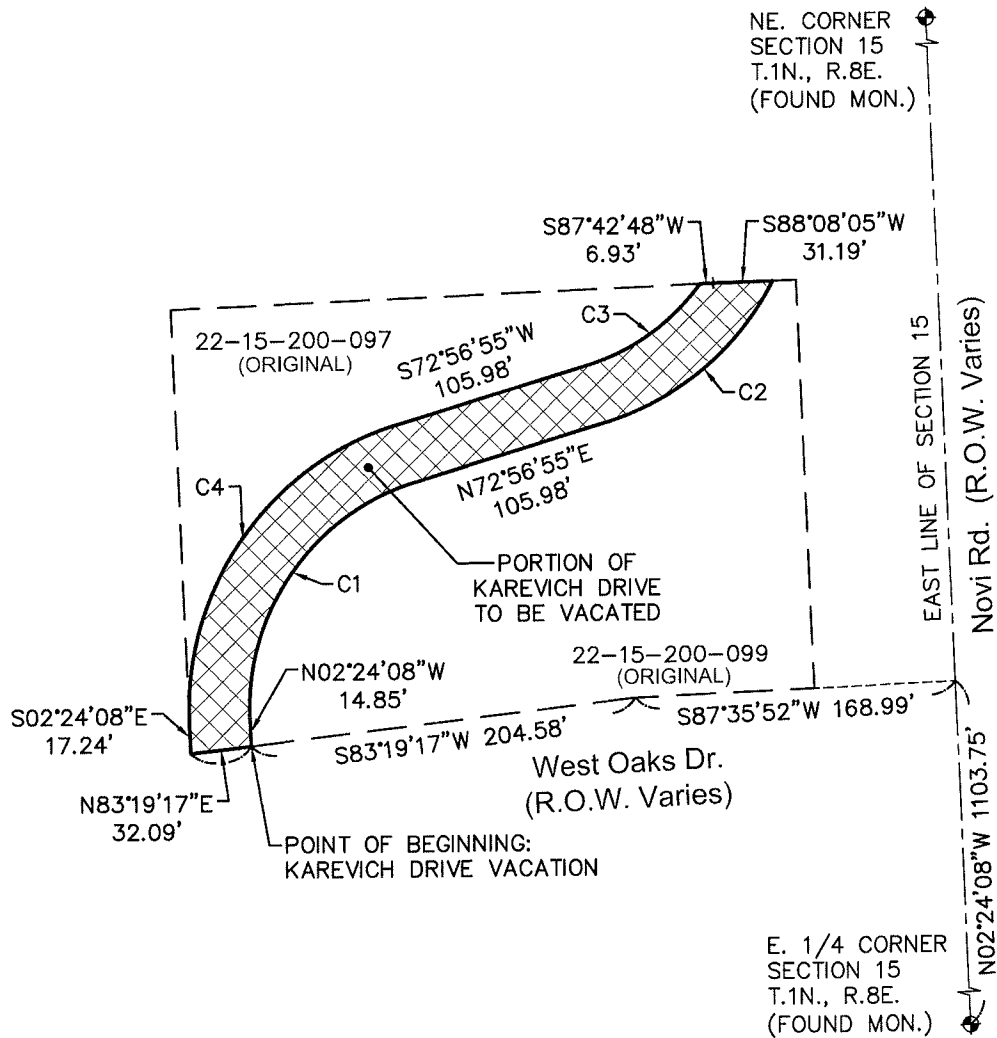
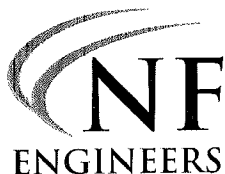


Exhibit C

EXISTING KAREVICH DRIVE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BRG.	CHORD
C1	163.07'	124.00'	75°21'03"	N.35°16'23"E.	151.57'
C2	117.95'	146.00'	46°17'20"	N.49°48'15"E.	114.77'
C3	73.77'	114.00'	37°04'36"	S.54°24'36"W.	72.49'
C4	205.16'	156.00'	75°21'03"	S.35°16'23"W.	190.69'



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 80'	12-13-2023	M.R.C.	N706-01	2 of 2

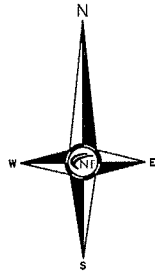
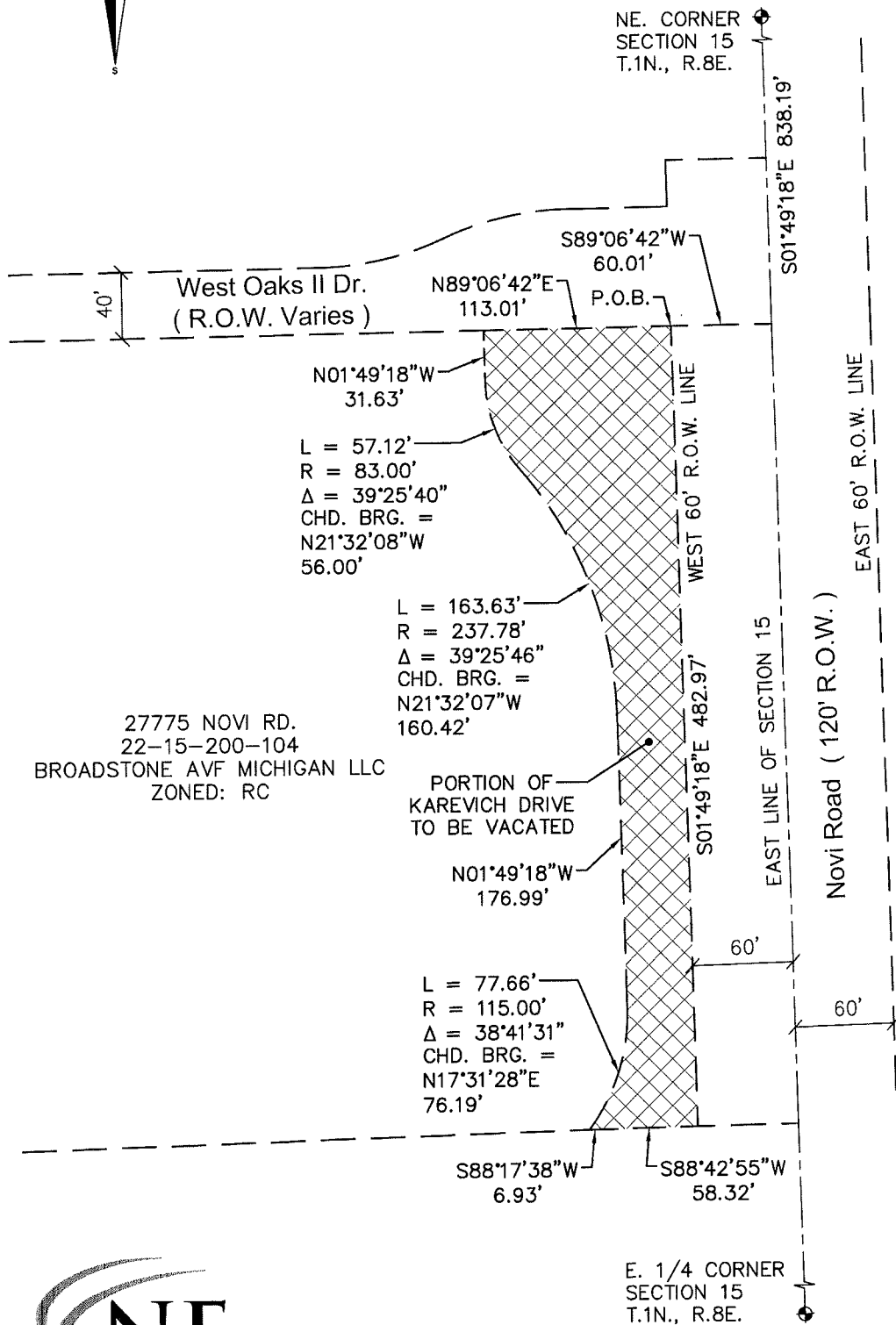


Exhibit C

EXISTING KAREVICH DRIVE



NF
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
WWW.NFE-ENGR.COM

SCALE
1" = 80'

DATE
2-8-2024

DRAWN
M.R.C.

JOB NO.
N706-01

SHEET
2 of 2