

Culver's SDFMEA

Location Map



Legend

- Minor Road
- Major Road
- Tax Parcels
- Subject Parcel



Map Author: Humna Anjum
Map Print Date: 07/06/2026

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

November 25, 2025

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

**Re: Culvers JSP23-0037
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 the Culvers development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to the approval of the attached Exhibits by the City's Consulting Engineer, the Storm Drainage Facility Maintenance Easement Agreement may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

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
Taylor Reynolds & Ted Meadows, Spalding DeDecker
Tyler Smith, Kimley Horn
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of November, 2025, by and between UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393 (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 15 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 Culver's restaurant development on the Property.
- B. The Culver's restaurant 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 Ingress/Egress 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.

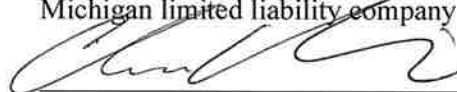
Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

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

Exempt pursuant to MCLA 207.505(a) and MCLA 207.526(a)

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

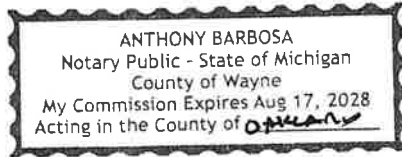
OWNER
UPH Novi Property, LLC, a
Michigan limited liability company

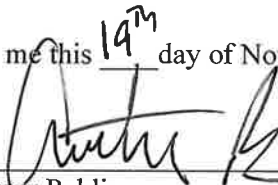


By: Charles Paisley
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day of November, 2025, by Charles Paisley, Member of UPH Novi Property, LLC.





Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 8/17/2028

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 November, 2025, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Randall J. Soverinsky Demorest Law Firm, PLLC 322 W Lincoln Royal Oak, MI 48067	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375
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UPH Novi Property LLC/City of Novi (1790)/Documents/Easement Drafts/2025 06 16 stormdrainagemaintenanceeasementagreement.docx

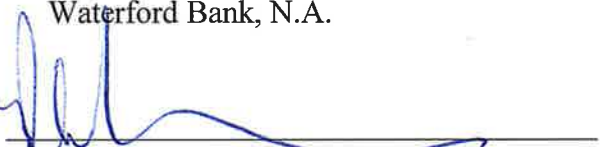
CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated November __, 2025, as shown in the Exhibit A, attached hereto and incorporated herein, whereby UPH Novi Property, LLC, a Michigan limited liability company, whose address is 49169 Alpha Dr., Wixom, MI 48393, granted and conveyed said easement to the City of Novi, the undersigned hereby evidences its acknowledgment and 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 21 day of November, 2025.

Waterford Bank, N.A.

By:


Rebecca Neuman, Executive Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 21st day of November, 2025, by Rebecca Neuman, the Executive Vice-President of Waterford Bank, N.A., a Michigan, on its behalf.

National Banking Association

JYLLIAN McMURRAY
Notary Public – State of Michigan
County of Oakland
My Commission Expires Sept, 11, 2027
Acting in the County of Oakland

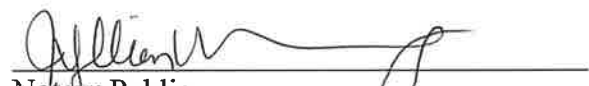

Notary Public
Acting in Oakland County, MI
My commission expires: 9/11/27

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PROPERTY

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.

TAX ID NUMBER: 22-15-200-115

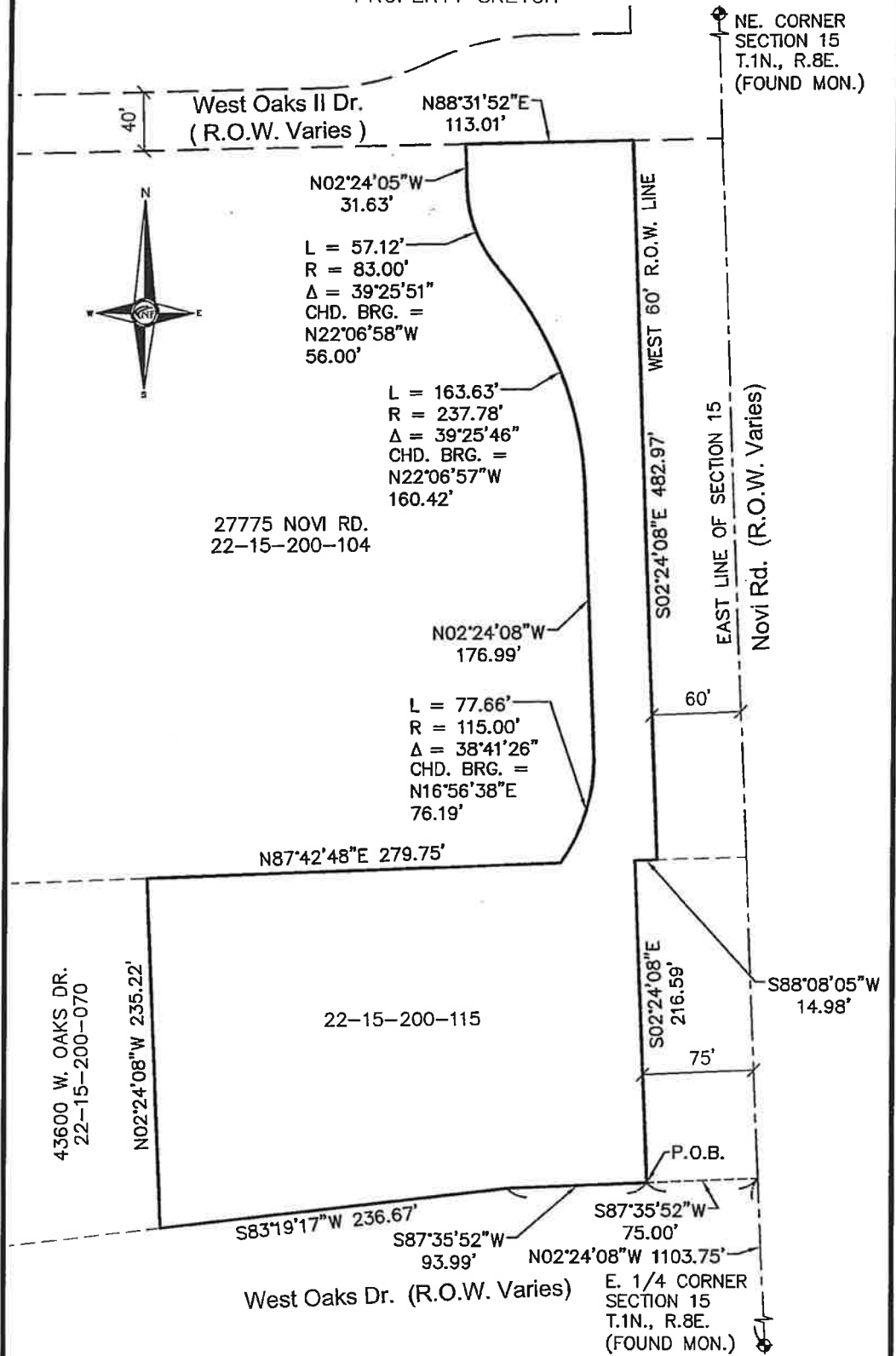


NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
WWW.NFE-ENGR.COM

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	1 of 4

Exhibit A

PROPERTY SKETCH



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

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	2 of 4

Exhibit B

Storm Drainage Facility Maintenance Easement Agreement

				<u>Annual Estimated cost for Maintenance & Repair</u>		
<u>Storm Water Facility</u>	<u>Maintenance Action</u>	<u>Corrective Action</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	
Storm Water Pipes	After each storm that meets or exceeds a 10-year storm event, check for debris inside catch basins. Ensure inlets are not clogged, cracked or collapsed.	Remove sediment and debris from catch basins and storm water openings. Replace damaged or missing catch basin grates.	\$250	\$300	\$500	
Water Quality Treatment Unit	Inspect whenever the upstream catch basins and storm water pipes are inspected. Annual inspection should be conducted before the storm season begins to ensure system is functioning properly.	Ensure that there is no accumulation of debris on netting or screening basket. Replace nets or screenings baskets when they appear 1/2 - 2/3 full. If only trash and floatables need to be removed, netting configuration or removable screening basket is utilized. When oil removal / sediment removal is needed a vacuum truck is similar equipment would be needed.	\$1,500	\$1,500	\$2,800	
Total			\$1,750	\$1,800	\$3,300	

Exhibit C

STORM SEWER EASEMENT DESCRIPTION

LEGAL DESCRIPTION - STORM SEWER EASEMENT

A TWENTY (20) FOOT WIDE STORM SEWER EASEMENT BEING PART OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED ALONG ITS CENTERLINE 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 168.99 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 17 SECONDS WEST 222.32 FEET TO THE POINT OF BEGINNING OF SAID STORM SEWER EASEMENT; THENCE NORTH 00 DEGREES 56 MINUTES 48 SECONDS WEST 58.22 FEET TO THE POINT OF ENDING.



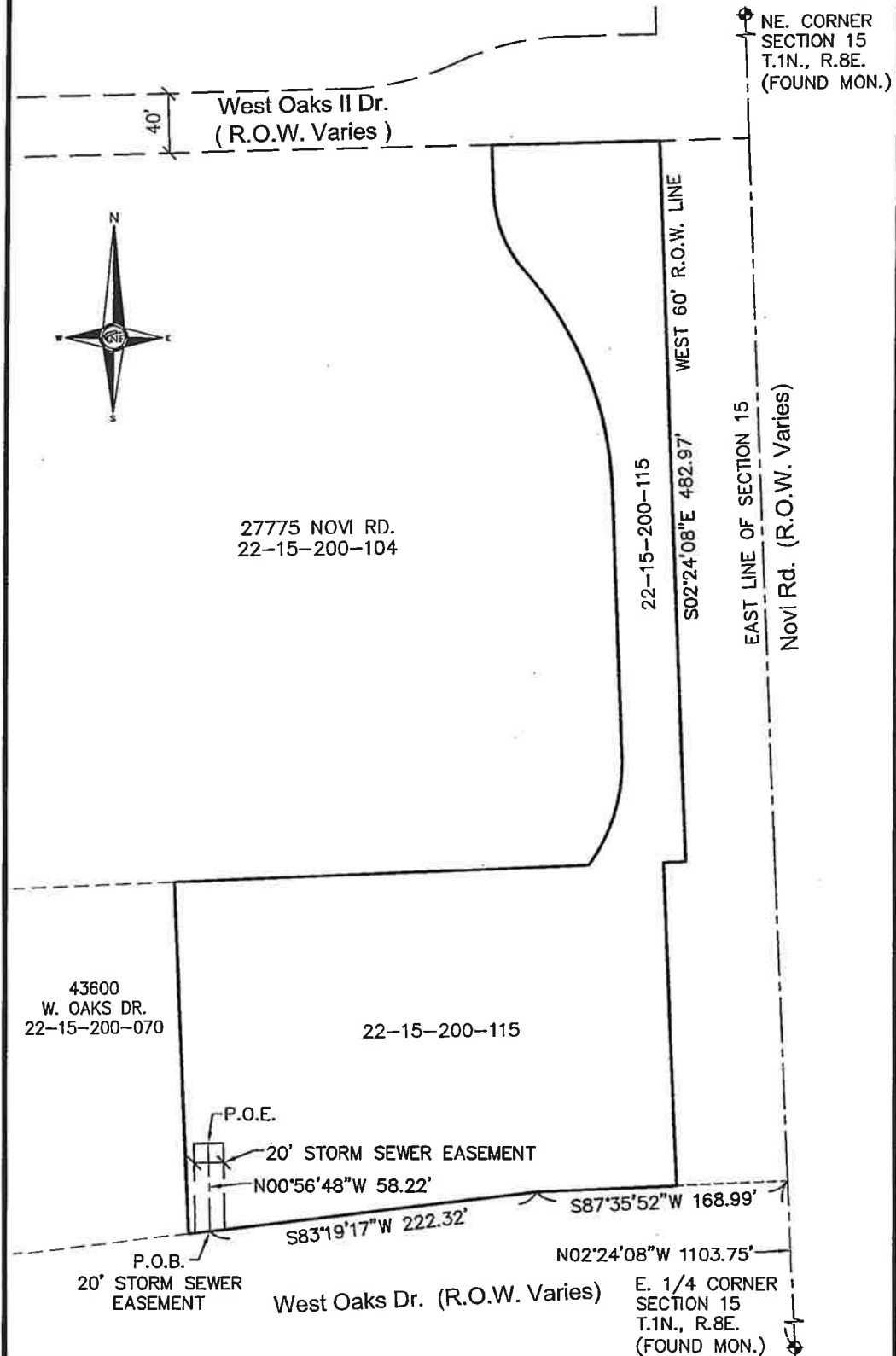
ENGINEERS

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

DATE	REVISED	DRAWN	JOB NO.	SHEET
11-7-2024	5-5-2025	M.R.C.	N706-01	3 of 4

Exhibit D

STORM SEWER EASEMENT SKETCH



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

SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
1" = 80'	11-7-2024	5-5-2025	M.R.C.	N706-01	4 of 4

EXHIBIT A

To

Consent to Storm Drainage Facility Maintenance Easement Agreement

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
 Digitally signed by
Taylor E Reynolds
Date: 2025.11.26
10:40:34-05'00'

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

November 17, 2025

Mrs. Humna Anjum
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Culvers
Storm Water Detention System Inspection
Novi SP No.: JSP23-0037
SDA Job No.: NV24-222

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping and the outlet control structure for the above-referenced project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans. We recommend release of this financial guarantee.

If you have any questions, please contact us at our office.

Sincerely,

SPALDING DeDECKER



Digitally signed by Sydney Waynick
Date: 2025.11.24 14:39:05-05'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Meghan Scaccia, NCS Construction (e-mail)