

Karim Blvd

Porsche of Novi SDFMEA

Location Map

Porsche of Novi
Parcel 50-22-24-476-036

Haggerty Rd

Map Author: Humna Anjum
Date: 4/22/2025
Project: Porsche of Novi
Version: 1.0

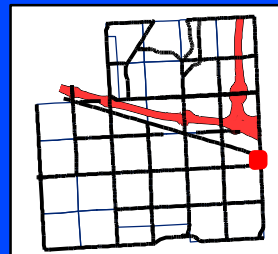
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

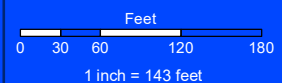
Legend

- Major Roads
- Minor Roads
- Project Location



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 5, 2025

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

RE: **Porsche of Novi JSP 22-32**
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Croy:

We have received and reviewed the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Porsche of Novi development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. The attached exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement is 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. We will forward the original to the City Clerk's office upon receipt.

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

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (this "**Agreement**") is made this _____ day of _____, 2025, by and between LITHIA REAL ESTATE, INC., an Oregon corporation, whose address is 150 N. Bartlett Street, Medford, Oregon 97501 (hereinafter the "**Owner**"), and the CITY OF NOVI, a Michigan Municipal Corporation, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "**City**").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 24 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "**Property**"). Owner has received final site plan approval for construction of a Commercial Development on the Property.
- B. The Commercial Development shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

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

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

City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

The parties hereto make this Agreement on behalf of themselves, their 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.

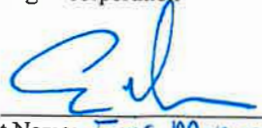
This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES FOLLOW ON NEXT PAGE]*

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

OWNER

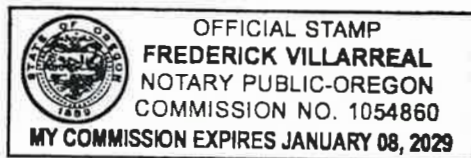
LITHIA REAL ESTATE, INC.,
an Oregon corporation

By: 
Print Name: Eric Monroe
Its: Authorized Agent

STATE OF Oregon)
) ss.
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 29 day of January, 2025, by Eric Monroe, as the Authorized Agent of LITHIA REAL ESTATE, INC., an Oregon corporation, on behalf of the corporation.

[NOTARY SEAL]




Notary Public
Notary Name: Frederick Villarreal
Acting in Jackson County, State of OR
My commission expires: 01/08/2029

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

CITY OF NOVI,
a Michigan Municipal Corporation

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025, by _____, on behalf of the City of Novi, a Michigan Municipal Corporation.

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

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 STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT, dated February 25, 2025, to which this Consent is attached hereto and incorporated herein, whereby LITHIA REAL ESTATE, INC., an Oregon corporation, 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 successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 25 day of February, 2025.

ALLY BANK

By: 
Name: Candice Dimmitt
Its: Authorized Representative

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Consent to Easement was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of ALLY BANK.

[NOTARY SEAL]

Notary Public
Notary Name: _____
Acting in _____ County, State of _____
My commission expires: _____

Exhibit A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION - PARCEL

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI,
DESCRIBED AS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 40 MINUTES 57 SECONDS WEST 60.02 FEET TO A POINT ON THE WESTERLY LINE OF HAGGERTY ROAD; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 583.59 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 40 SECONDS WEST 800.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 190.00 FEET; THENCE NORTH 49 DEGREES 33 MINUTES 57 SECONDS EAST 267.08 FEET; THENCE NORTH 51 DEGREES 56 MINUTES 03 SECONDS EAST 176.03 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 04 SECONDS EAST 203.06 FEET; THENCE SOUTH 70 DEGREES 58 MINUTES 32 SECONDS EAST 40.57 FEET; THENCE 215.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 505.67 FEET, CENTRAL ANGLE 24 DEGREES 27 MINUTES 43 SECONDS, CHORD BEARING SOUTH 80 DEGREES 20 MINUTES 30 SECONDS EAST 214.26 FEET); THENCE SOUTH 85 DEGREES 16 MINUTES 13 SECONDS EAST 69.85 FEET TO THE WESTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST 246.80 FEET ALONG THE WESTERLY LINE OF SAID HAGGERTY ROAD TO THE POINT OF BEGINNING

CONTAINING 254,950 SQUARE FEET OR 5.853 ACRES OF LAND.

SUBJECT TO ANY EASEMENTS AND RIGHTS OF WAY RECORDED OTHERWISE.

PIN NO.: 22-24-476-036



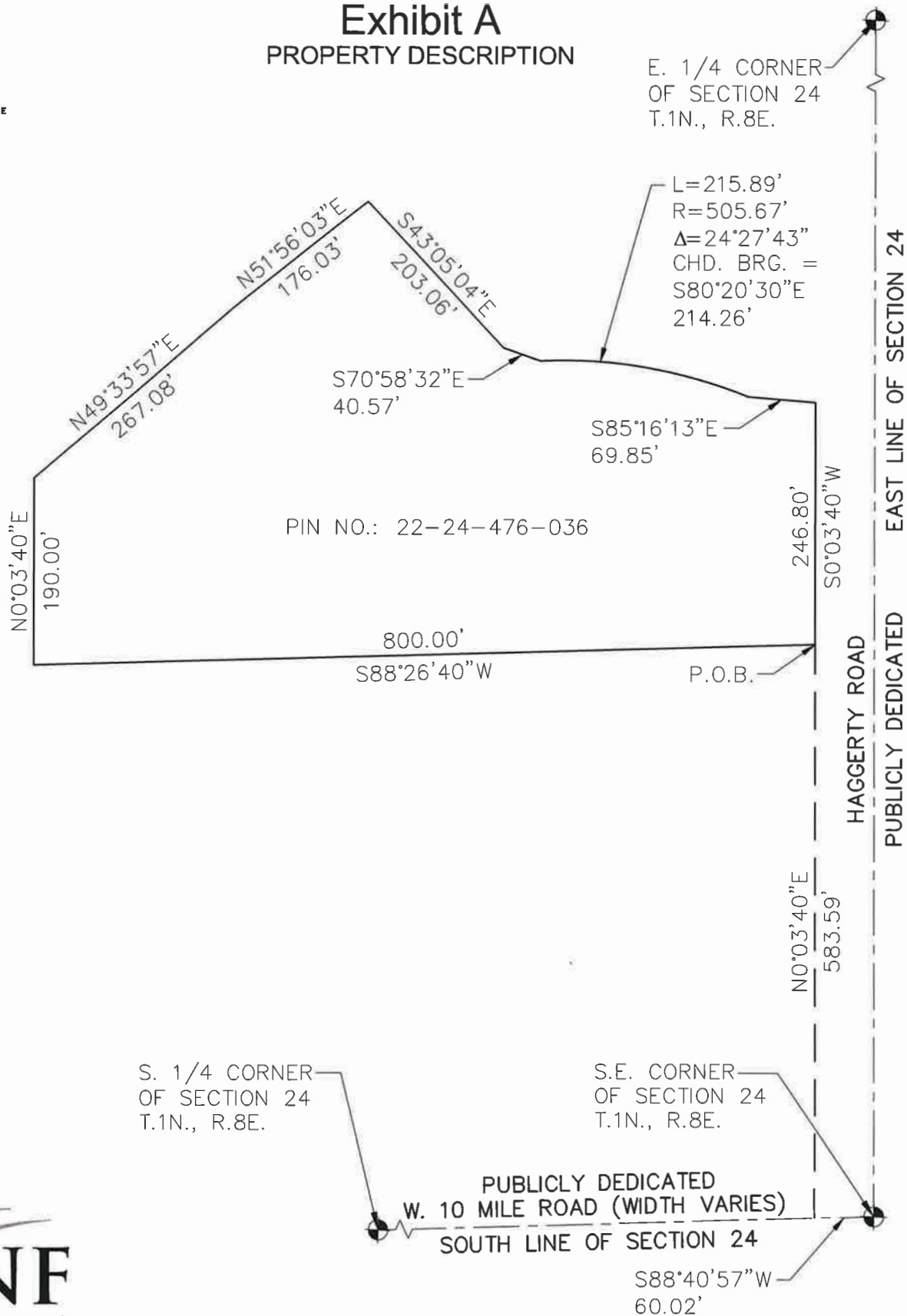
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	2025-01-31	BAG	I921-05	1 of 2



Exhibit A

PROPERTY DESCRIPTION



NF
ENGINEERS

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

SCALE
1"=150'

DATE
2025-01-31

DRAWN
BAG

JOB NO.
I921-05

SHEET
2 of 2

Exhibit B

Schedule of Maintenance

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

PROJECT:
Porsche Novi –
24315 Haggerty Road

PROPERTY OWNER:
Lithia Motors, Inc.
150 N. Bartlett Street
Medford, Oregon 97501
Contact: Ms. Anne Breck
Phone: (541) 734-3043

ENGINEER:
Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342-5032
Phone: (248) 332-7931



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

SCALE
1"=150'

DATE
2025-01-31

DRAWN
BAG

JOB NO.
I921-05

SHEET
1 of 1

Exhibit C

STORMWATER MAINTENANCE INGRESS/EGRESS EASEMENT

LEGAL DESCRIPTION - STORM WATER EASEMENT

A STORM DRAIN FACILITY MAINTENANCE EASEMENT FOR STORM SEWER AND STORM WATER DETENTION BEING PART OF THE SOUTHEAST 1/4 OF SECTION 24, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE S.88°40'57"W., 60.02 FEET ALONG THE SOUTH LINE OF SAID SECTION 24 ALSO THE CENTERLINE OF TEN MILE ROAD; THENCE N.00°03'40"E., 802.38 FEET TO THE POINT OF BEGINNING; THENCE N.89°40'24"W., 14.98 FEET; THENCE N.85°16'13"W., 69.19 FEET; THENCE S.24°29'38"W., 33.78 FEET; THENCE S.88°24'58"W., 156.01; THENCE S.01°35'02"E., 18.44 FEET; THENCE N.88°24'58"E., 5.41 FEET; THENCE S.01°35'02"E., 86.42 FEET; THENCE S.88°24'58"W., 105.50 FEET; THENCE N.01°35'02"W., 93.92 FEET; THENCE N.88°24'58"E., 80.09 FEET; THENCE N.01°35'02"W., 30.94 FEET; THENCE N.88°24'58"E., 163.53 FEET; THENCE N.24°29'38"E., 35.36 FEET; THENCE S.85°16'13"E., 82.49 FEET; THENCE S.89°40'24"E., 14.21 FEET; THENCE S.00°19'36"W., 20.00 FEET TO THE POINT OF BEGINNING.



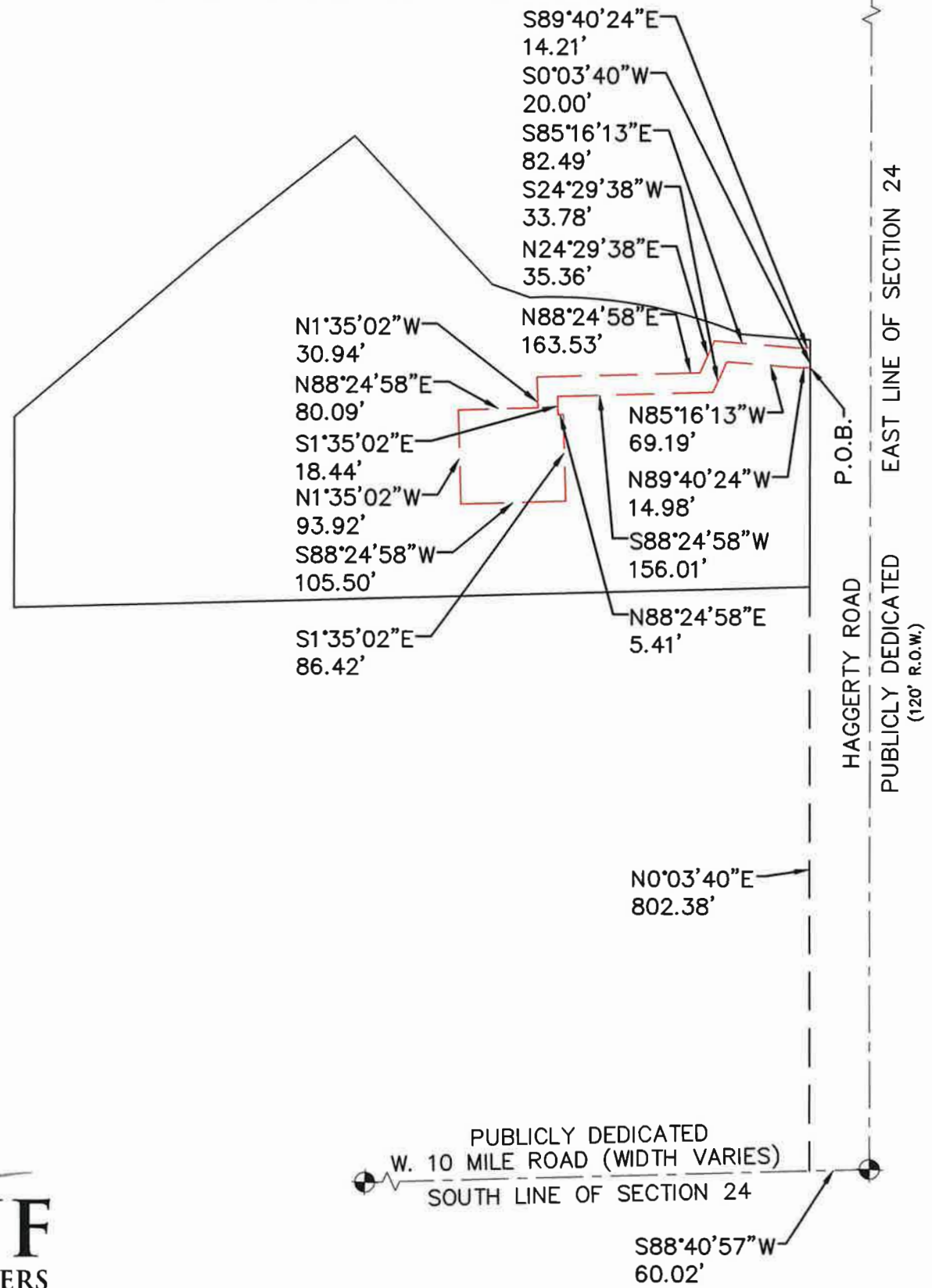
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
NTS	2025-01-31	BAG	I921-05	1 of 1



Exhibit D

STORM WATER DETENTION EASEMENT AREA



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

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=150'	2025-01-31	BAG	1921-05	1 of 1

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On Feb 25, 2025 before me, Tiffany V. Lau,
(Here insert name and title of the officer)

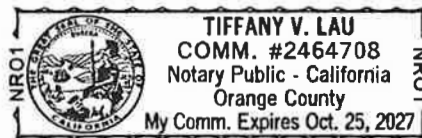
personally appeared Caroline Diminian,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Ben Croy, City Engineer
City of Novi
March 5, 2025
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Barb McBeth, Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Dan Commer, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Alyssa Craigie, Administrative Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Timothy Wood, Nowak and Fraus
Thomas R. Schultz, Esquire

March 5, 2025

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

Re: Porsche of Novi - Acceptance Documents Review #9
Novi # JSP22-32
SDA Job No. NV23-222
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on March 04, 2025 against the Final Site Plan (Stamping Set) approved on October 09, 2023. 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 dated 01-29-2025)
Exhibit A and B Approved.
2. Storm Drainage Facility / Maintenance Easement Agreement – (executed dated 01-29-2025)
Exhibits A, B, C, D Approved.
3. On-Site Sanitary Sewer Easement – (executed dated 1-29-2025)
Exhibit A, B Approved.
4. Termination of Water Main Easement – (unexecuted: exhibit dated 11-20-2024)
Exhibit A Approved.
5. Bills of Sale: Sanitary Sewer System and Water Supply System
EXECUTED – DATED 01-29-2025.
6. Full Unconditional Waivers of Lien from contractors installing public utilities
EXECUTED – DATED 01-07-2025
7. Sworn Statement signed by Developer
EXECUTED – DATED 01-14-2025
8. License Agreement Boulder Wall (Sanitary)
EXECUTED – DATED 02-27-2025
9. License Agreement Retaining Wall (Water)
EXECUTED – DATED 02-27-2025

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.

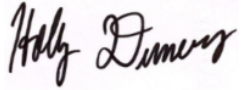
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated July 12, 2023 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



Holly Demers
Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ben Croy, City of Novi
Cortney Hanson, City of Novi
Diana Shanahan, City of Novi
Sarah Marchioni, City of Novi
Humna Anjum, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Angie Sosnowski, City of Novi
Melissa Morris, City of Novi
Rebecca Runkel, City of Novi
Alyssa Craigie, City of Novi
Barb McBeth, City of Novi
Lindsay Bell, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi
Stacey Choi, City of Novi
Dan Commer, City of Novi
Tim Wood, Nowak & Fraus
Dan O'Donnell, Oliver/Hatcher
Joseph Gilardone, Lithia

February 10, 2025

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

Re: Porsche Novi
Storm Water Detention System Inspection
Novi SP No.: JSP22-0032
SDA Job No.: NV23-222

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, detention system, and outlet control structures for the above-mentioned 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 and recommend a full release of this financial guarantee.

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

 Digitally signed by
Sydney Waynick
Date: 2025.02.10
14:26:41-05'00'

Sydney Waynick
Construction Engineer

cc: Sarah Marchioni, City of Novi – Building Project Coordinator
Angela Sosnowski, City of Novi – Bond Coordinator
Scott Roselle, City of Novi – Water and Sewer Asset Manager
Dan O'Donnell, Oliver Hatcher – Project Manager