

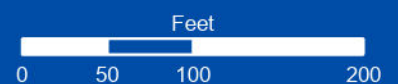
BLM Group Building Addition SDFMEA

Location Map



Legend

- Minor Road
- Tax Parcels
- Subject Parcel



Map Author: Kate Purpura
Map Print Date: 05/19/2026

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

March 4, 2026

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

Re:

**Re: BLM Group Building Addition - JSP23-0024
On-Site Acceptance Documents**

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 BLM Group Addition 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

Ben Croy, City Engineer
City of Novi
March 4, 2026
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, 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
Kate Purpura, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick & Ted Meadows, Spalding DeDecker
Glenn Jones, Dembs Development
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 4th day of February, 2026, by and between Nadlan 56 LLC, a Michigan Limited Liability Company, whose address is 27750 Stansbury, Suite 200, Farmington Hills, MI 48334 (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 4 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 light industrial development on the Property.
- B. The light industrial development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, an oil/gas separator, 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 Oil/Gas Separator within the Oil/Gas Separator 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.

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

OWNER
Nadlan 56, LLC

a Michigan Limited Laibility Company

By: Jeffrey Pitt
Jeffrey Pitt

Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24 day of February, 2026
by Jeffrey Pitt, as the Authorized Representative of NADLAN 56, LLC.



Kathy M. Katz
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 9/23/2028

CITY OF NOVI
A Municipal Corporation

By: _____
Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

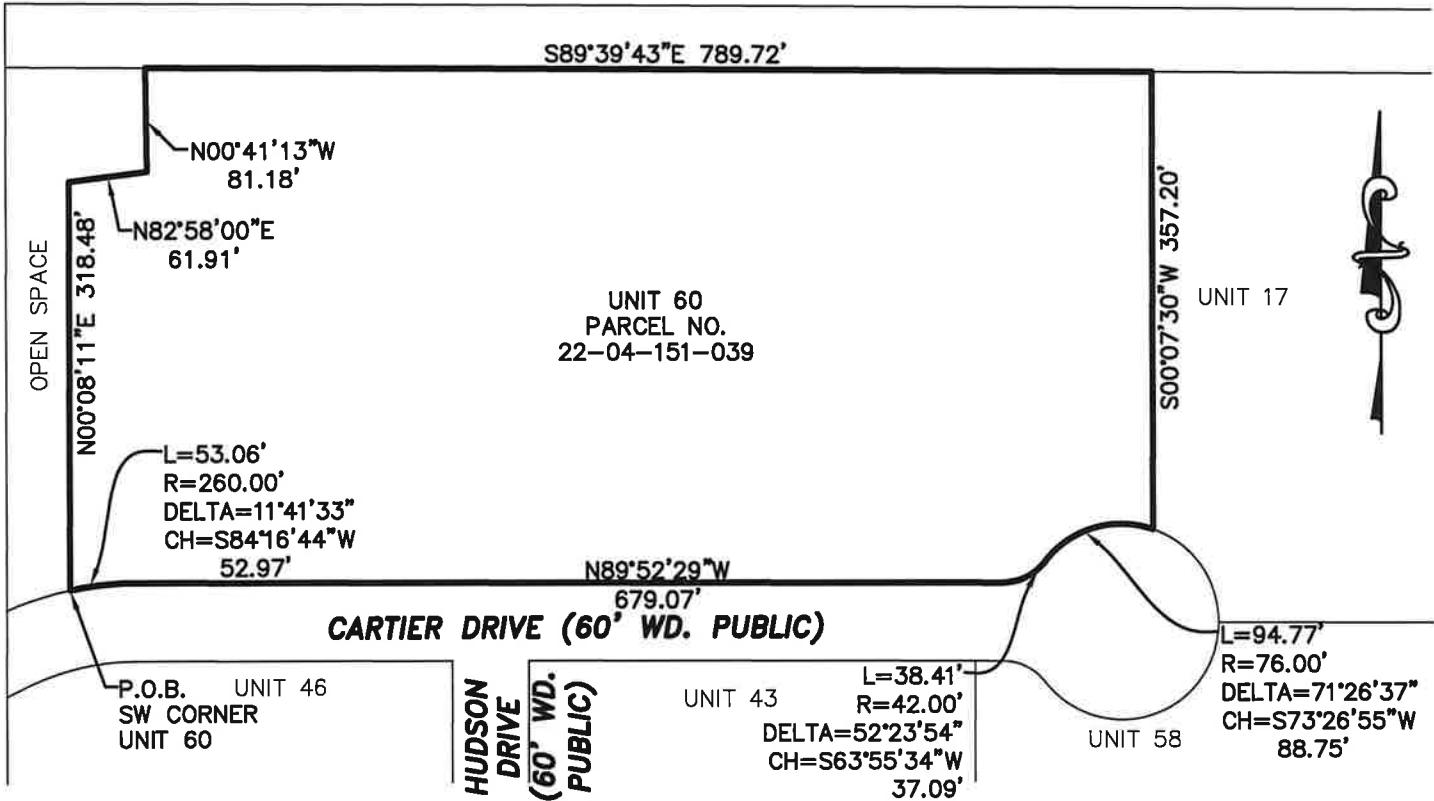
The foregoing instrument was acknowledged before me on this _____ day of _____, 202____, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C.	And when recorded return to: Cortney Hanson, City Clerk City of Novi
--	--

27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	45175 Ten Mile Rd Novi, MI 48375
--	-------------------------------------

EXHIBIT A



DESCRIPTION:

T1N, R8E, SECTION 4, UNIT 60 OF "BECK NORTH CORPORATE PARK", O.C.C.P. NO. 1759, AS RECORDED IN LIBER 59344, PAGE 48 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED.

ALSO BEING DESCRIBED AS:
BEGINNING AT THE SOUTHWEST CORNER OF UNIT 60, "BECK NORTH CORPORATE PARK", O.C.C.P. NO. 1759, AS RECORDED IN LIBER 59344, PAGE 48 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE N00°08'11"E 318.48 FEET; THENCE N82°58'00"E 61.91 FEET; THENCE N00°41'13"W 81.18 FEET; THENCE S89°39'43"E 789.72 FEET; THENCE S00°07'30"W 357.20 FEET; THENCE 94.77 FEET ALONG A 76.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S73°26'55"W 88.75 FEET; THENCE 38.41 FEET ALONG A 42.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S63°55'34"W 37.09 FEET; THENCE N89°52'29"W 679.07 FEET; THENCE 53.06 FEET ALONG A 260.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S84°16'44"W 52.97 FEET TO THE POINT OF BEGINNING, CONTAINING 7.62 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: DEMBS DEVELOPMENT, INC.		REV. 2024-12-19	
EXHIBIT A		DATE: 2024-02-26	
		DRAWN BY: TAG	
BLM GROUP USA EXPANSION		CHECKED BY: KEH	
		0 75 150	
SECTION: 4 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK:	1
		CHF:	13-332.2
		SCALE HOR 1"=150 FT. VER 1"= FT.	

EXHIBIT B

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

	Storm Sewer	Catch Basin	Catch Basin	Channels	Outflow Control	
Tasks	System	Sumps	Inlet Castings	& Swales	Structures	Schedule
Inspect for sediment accumulation	X	X	X	X	X	Weekly
Removal of sediment accumulation	X	X		X	X	As needed & prior to turnover
Inspect for floatables and debris		X	X	X	X	Quarterly
Cleaning of floatables and debris		X	X	X	X	Quarterly & at turnover
Inspection for erosion				X		Weekly
Re-establish permanent vegetation on eroded slopes				X		As needed & prior to turnover
Replacement of stone					X	As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	As needed & at turnover
Make adjustments or replacements as determined by wet weather inspection	X			X	X	As needed
Street Sweeping						As needed

PERMANENT MAINTENANCE TASKS AND SCHEDULE

	Storm Sewer	Catch Basin	Catch Basin	Channels	Outflow Control	
Tasks	System	Sumps	Inlet Castings	& Swales	Structures	Schedule
Inspect for sediment accumulation	X	X	X	X	X	Annually
Removal of sediment accumulation	X	X		X	X	Every 2 years as needed
Inspect for floatables and debris		X	X	X	X	Annually
Cleaning of floatables and debris		X	X	X	X	Annually
Inspection for erosion				X		Annually
Re-establish permanent vegetation on eroded slopes				X		As needed
Replacement of stone						As needed
Wet weather inspection of structural elements, (including inspection for sediment accumulation in detention basins) with as-built plans in hand. These should be carried out by a professional engineer	X			X	X	Annually
Make adjustments or replacements as determined by wet weather inspection	X			X	X	As needed

Maintenance Plan Budget	
Annual inspection for sediment accumulation	\$350
Removal of sediment accumulation when sediment has accumulated to a depth of one foot or more	\$1500
Inspect for floatables and debris annually and as needed	\$350
Removal of floatables and debris annually and as needed	\$1000
Inspect system for erosion annually and as needed	\$350
Re-establish permanent vegetation on eroded slopes as needed	\$500
Total annual budget	\$4,050

NOTE:
THE OWNER AND/OR ASSOCIATION SHALL MAINTAIN A LOG OF ALL INSPECTION AND MAINTENANCE ACTIVITIES AND MAKE THE LOG AVAILABLE TO CITY PERSONNEL AS NEEDED.



ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:
DEMBS DEVELOPMENT, INC.

EXHIBIT B

BLM GROUP USA EXPANSION
SECTION: 4 TOWNSHIP: 1N RANGE: 8E
CITY OF NOVI
OAKLAND COUNTY
MICHIGAN

REV. 2024-12-19

DATE: 2024-02-26

DRAWN BY: TAG

CHECKED BY: KEH



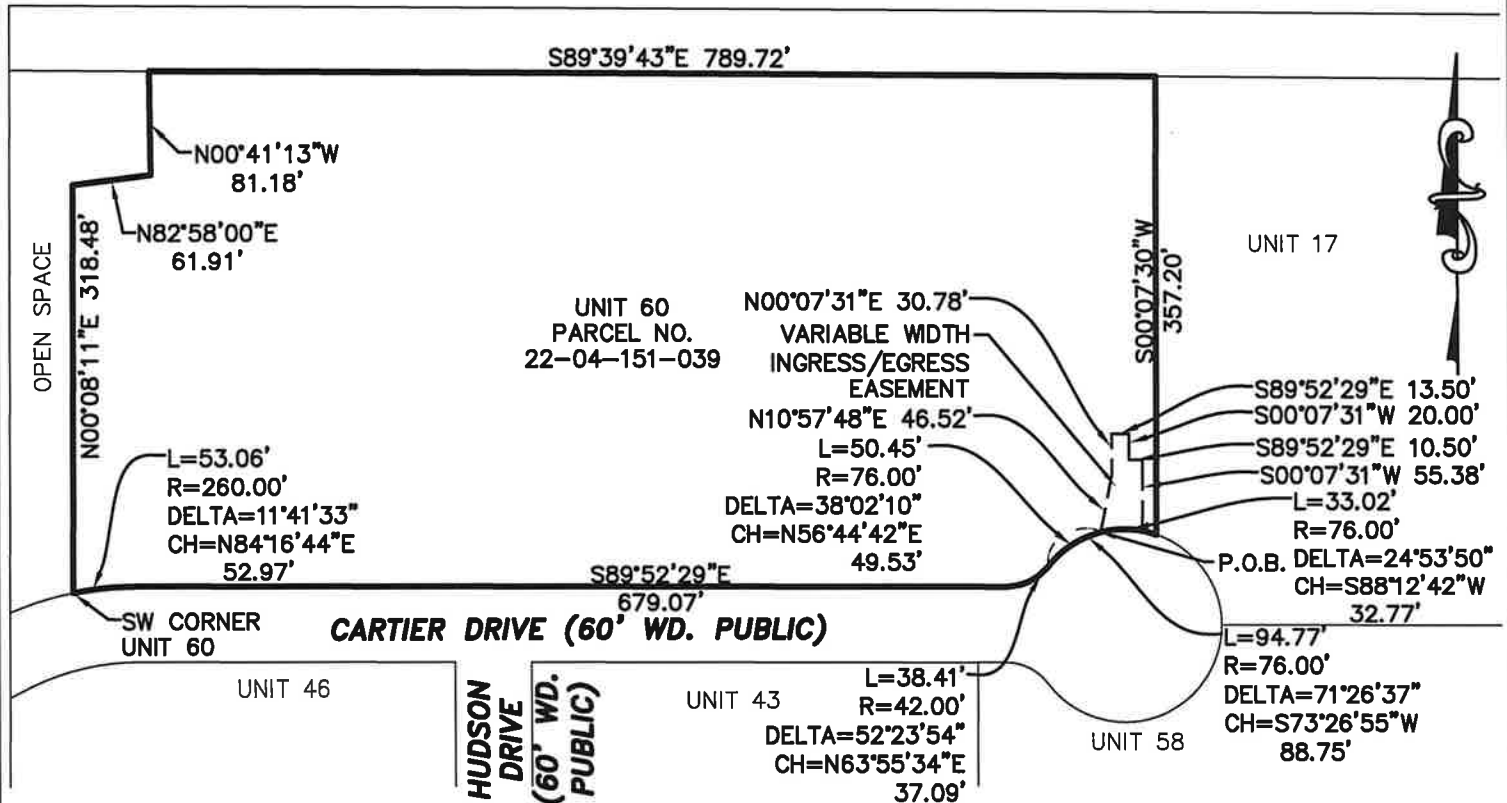
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FBK:
CHF:

SCALE HOR 1"= FT.
VER 1"= FT.

13-332.2

EXHIBIT C



VARIABLE WIDTH INGESS/EGRESS EASEMENT

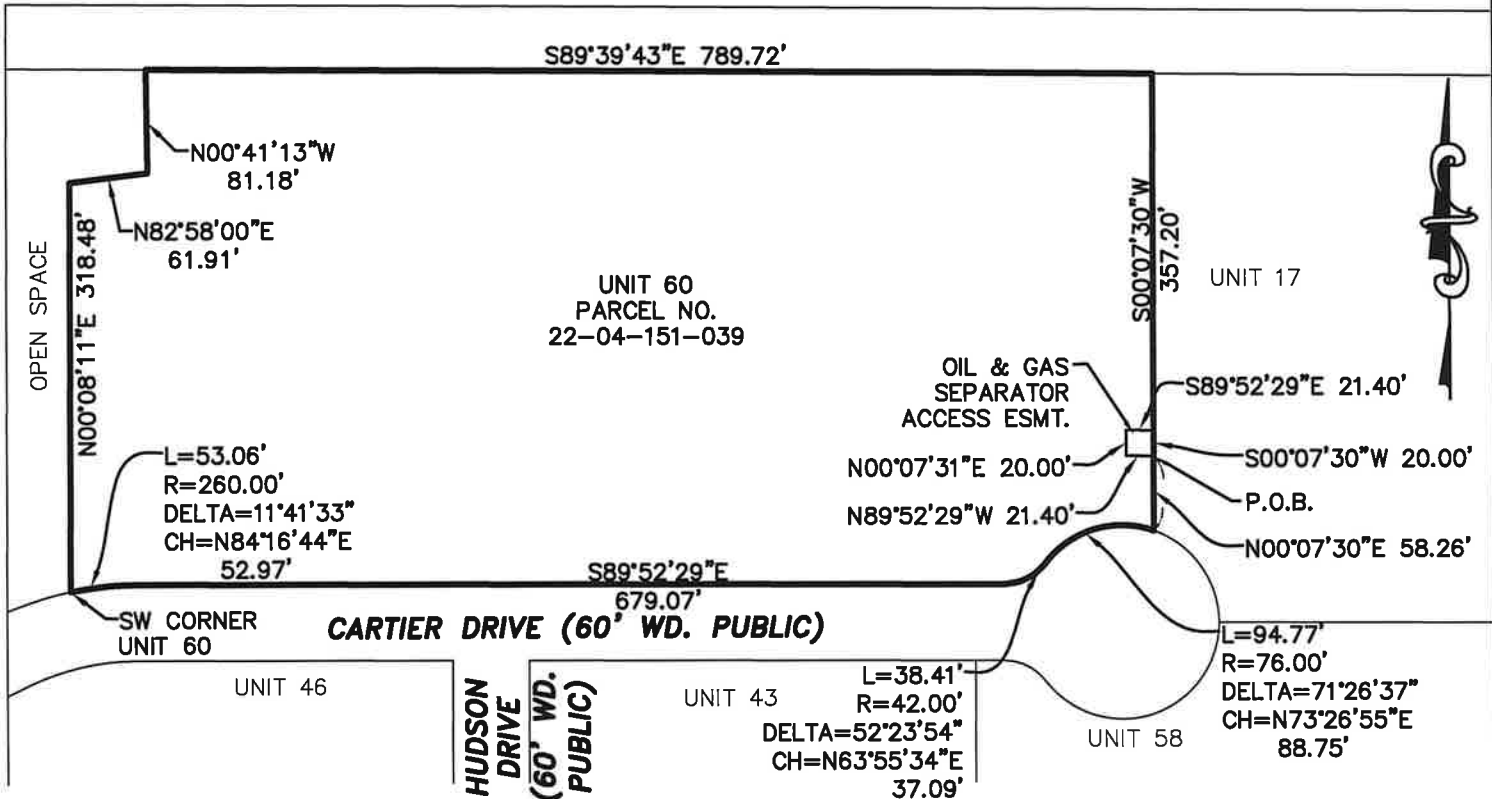
COMMENCING AT THE SOUTHWEST CORNER OF UNIT 60, "BECK NORTH CORPORATE PARK", O.C.C.P. NO. 1759, AS RECORDED IN LIBER 59344, PAGE 48 OF OAKLAND COUNTY RECORDS, OAKLAND COUNTY, MICHIGAN, AS AMENDED; THENCE 53.06 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N84°16'44"E 52.97 FEET; THENCE S89°52'29"E 679.07 FEET; THENCE 38.41 FEET ALONG A 42.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N63°55'34"E 37.09 FEET; THENCE 50.45 FEET ALONG A 76.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N56°44'42"E 49.53 FEET TO THE POINT OF BEGINNING; THENCE N10°57'48"E 46.52 FEET; THENCE N00°07'31"E 30.78 FEET; THENCE S89°52'29"E 13.50 FEET; THENCE S00°07'31"W 20.00 FEET; THENCE S89°52'29"E 10.50 FEET; THENCE S00°07'31"W 55.38 FEET; THENCE 33.02 FEET ALONG A 76.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S88°12'42"W 32.77 FEET TO THE POINT OF BEGINNING.

ALPINE
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT:		DATE: 2024-02-26	
DEMBS DEVELOPMENT, INC.		DRAWN BY: TAG	
EXHIBIT C		CHECKED BY: KEH	
BLM GROUP USA EXPANSION			
		0 75 150	
SECTION: 4 TOWNSHIP: 1N RANGE: 8E CITY OF NOVI OAKLAND COUNTY MICHIGAN		FBK:	1
		CHF:	
		SCALE HOR 1"=150 FT. VER 1"= FT.	

EXHIBIT D



OIL & GAS SEPARATOR ACCESS EASEMENT

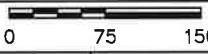
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REV. 2024-12-19



ALPINE
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CIVIL ENGINEERS & LAND SURVEYORS

46892 WEST ROAD
SUITE 109
NOVI, MICHIGAN 48377
(248) 926-3701 (BUS)
(248) 926-3765 (FAX)

CLIENT: DEMBS DEVELOPMENT, INC.		DATE: 2024-02-26	
EXHIBIT D		DRAWN BY: TAG	
		CHECKED BY: KEH	
BLM GROUP USA EXPANSION			
		0 75 150	
SECTION: 4		TOWNSHIP: 1N	RANGE: 8E
CITY OF NOVI		1	
OAKLAND COUNTY		13-332.2	
MICHIGAN		SCALE HOR 1"=150 FT. VER 1"= FT.	

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 5, 2026

Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: BLM Group Building Addition - JSP23-0024
Consent to Storm Drainage Facility Maintenance Easement Agreement**

Dear Ms. Hanson:

We have received and reviewed the enclosed Consent to Storm Drainage Facility Maintenance Easement Agreement for the BLM Addition Development, signed by the purchaser of the Development Property. This Consent acknowledges and approves the document that was submitted for approval by the prior owner, Nadlan 56, LLC. The original Consent will be forwarded to your office for attachment to the original Agreement, which we approved as to format and content.

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

Enclosures

C: Charles Boulard, Community Development Director
Barb McBeth, City Planner
Lindsay Bell, Planner
Diana Shanahan, Planner
Stacey Choi, Planning Assistant

Cortney Hanson, City Clerk
City of Novi
May 5, 2026
Page 2

Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Glenn Jones, Dembs Development
Thomas R. Schultz, Esquire

**CONSENT TO RECORD STORM DRAINAGE FACILITY MAINTENANCE
EASEMENT AGREEMENT**

As the Purchaser the property referenced in the Storm Drainage Facility Maintenance Easement Agreement, dated February 4, 2026, attached hereto and incorporated as ~~Exhibit A~~ ^{eks} ("Agreement"), whereby Nadlan 56, LLC, entered in to the Agreement with the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said Agreement, which Agreement 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 24 day of 4, 2026.

By: 
Mauro Corno
Its: President and Chief Operating Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Record Storm Drainage Facility Maintenance Easement Agreement was acknowledged before me this 24 day of APRIL, 2026, by Mauro Corno, the CEO of BLM Group USA Corporation, a Michigan corporation, on behalf of such corporation.


Notary Public
Acting in Oakland County, MI
My commission expires: 12-27-28



March 6, 2026

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

Re: BLM Group Building Addition - Acceptance Documents Review #4
Novi # JSP23-0024
SDA Job No. 24-207
FINAL DOCUMENTS – EXHIBITS APPROVED

Dear Mr. Croy:

We have reviewed the acceptance document package received by our office on February 25, 2026 against the Final Site Plan (Stamping Set) approved on May 24, 2024. 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 in black ink for County approval; signatures may be in blue ink.

- 1. On-Site Water System Easement**
(executed 2-23-2026; exhibits dated 12-19-2024)
Exhibits A & B Approved
- 2. On-Site Sanitary Sewer Manhole Access Easement**
(executed 2-17-2026; exhibits dated 12-19-2024)
Exhibits A & B Approved
- 3. Storm Drainage Facility / Maintenance Easement Agreement**
(executed 2-24-2026; exhibits dated 12-19-2024)
Exhibits A, B, C, D Approved
- 4. Ingress/Egress Easement**
(executed 2-17-2026; exhibits dated 12-19-2024)
Exhibits A, B, C Approved
- 5. Bills of Sale: Water Supply System**
(executed 2-24-2026; exhibit dated 12-19-2024)
Exhibit A Approved
- 6. Full Unconditional Waivers of Lien**
(executed 8-26-2025)
- 7. Sworn Statement signed by Developer**
(executed 9-9-2025)

Unless otherwise stated above, the documents 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 February 12, 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

Digitally signed by Sydney
Waynick 

Sydney Waynick
Construction Engineer

Cc (via email): Barb McBeth, City of Novi
 Lindsay Bell, City of Novi
 Diana Shanahan, City of Novi
 Stacey Choi, City of Novi
 Humna Anjum, City of Novi
 Kate Purpura, City of Novi
 Beth Saarela, RSJA Law
 Sarah Marchioni, City of Novi
 Angie Sosnowski, City of Novi
 Alyssa Craigie, City of Novi
 Glenn Jones, Dembs Development

April 30, 2026

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

**Re: BLM Group - Addition
Site Work Final Approval**
Novi SP No.: JSP23-0024
SDA Job No.: NV24-207

Mrs. Anjum,

Please be advised that the water main, sanitary sewer, storm sewer, grading, and paving for the above-referenced project have been completed in accordance with the approved construction plans. At this time, we recommend that the Incomplete Site Work/Utilities Financial Guarantee be released. The condition of the public utilities will be re-evaluated prior to the utility maintenance bond expiration.

Please note that this letter does not address items related to soil erosion, landscaping, woodlands, or wetlands. The appropriate City staff or consultants will inspect these items.

Please contact me with any questions or concerns.

Sincerely,

SPALDING DEDECKER

Digitally signed by Sydney Waynick
Date: 2026.04.30 14:22:43-04'00'

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
Glenn Jones, Dembs Development
Glenn Lennard, Dembs Development