

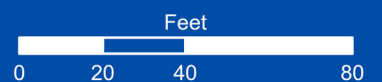
Orsa Credit Union SDFMEA

Location Map



Legend

- Minor Road
- Major Road
- Dedicated
- Highway Easement
- Tax Parcels
- Subject Parcel



Map Author: Humna Anjum
Map Print Date: 08/26/2026

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

July 30, 2026

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

**Re: Community Financial Credit Union/Orsa Credit Union JSP 24-008
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 Community Financial Credit Union/Orsa Credit Union 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. ***This is the final approval of the original documents.***

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
July 30, 2026
Page 2

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, City 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
David Lapp, Level5, LLC
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 15 day of July, 2026, by and between ORSA CREDIT UNION, a Michigan state- chartered credit union, whose address is 500 S. Harvey Street, Plymouth, MI 48170 (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 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 financial institution development on the Property.
- B. The financial institution 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 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:

ORSA CREDIT UNION,
a Michigan state-chartered credit union

By: Tansley Stearns, President and CEO

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15 day of July, 2026,
by Tansley Stearns, as the president & ceo of orsa credit union

LAURA HALE
Notary Public, State of Michigan
County of Oakland
My Commission Expires Dec. 28, 2029
Acting in the County of Wayne

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/28/29

CITY OF NOVI
A Municipal Corporation

By:
Its:

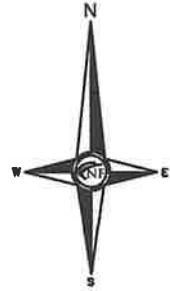
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2026, 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. 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
---	--

Exhibit A PROPERTY



NO ADDRESS
22-15-476-053

NW CORNER
OF LOT 6

EXCEPTED
PART

N05°57'00"E
151.28' (R)

CRESCENT BLVD.
(WIDTH VARIES)

S05°57'00"W 274.90' (R)

N05°39'24"E 123.62' (M)
N05°57'00"E 123.62' (R)

S76°40'30"E
33.09' (R)

N76°40'30"W 282.16' (R)

S76°39'43"E 249.07' (M)

N18°14'39"E 150.47' (M)
S18°31'54"W 150.65' (R)

43700 GRAND RIVER AVE.
PARCEL# 50-22-15-476-061

S18°11'04"W 294.12' (M)
N18°27'00"E 294.49' (R)

43600
GRAND RIVER AVE.
50-22-15-476-032

P.O.B.

SW CORNER
OF LOT 6

N71°19'00"W 221.53' (M)
S71°19'00"E 221.53' (R)

GRAND RIVER AVE.
(100' R.O.W.)

LEGAL DESCRIPTION - PROPERTY (PER RECORD)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OAKLAND, CITY OF NOVI.

PART OF LOT 6, SUPERVISOR'S PLAT NO. 4, AS RECORDED IN LIBER 54A, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE SOUTH 71° 19' 00" EAST 221.53 FEET; THENCE NORTH 18° 27' 00" EAST 294.49 FEET; THENCE NORTH 76° 40' 30" WEST 282.16 FEET ALONG THE NORTH LOT LINE TO THE NORTHWEST LOT CORNER; THENCE SOUTH 05° 57' 00" WEST 274.90 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, SOUTHEAST QUARTER OF SECTION 15, T1N, R8E, BEGINNING AT A POINT ON THE WEST LINE OF LOT 6, LOCATED DISTANT N05°57'00"E 123.62 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 6; THENCE CONTINUING N05°57'00"E 151.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE S76°40'30"E, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 33.09 FEET; THENCE S18°31'54"W 150.65 FEET TO THE POINT OF BEGINNING, AS RECORDED IN LIBER 18891, PAGE 665.

CONTAINING 68,531 SQUARE FEET OR 1.575 ACRES OF LAND
TAX PARCEL IDENTIFICATION NUMBER: 50-22-15-476-061



ENGINEERS
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"=60'	02-04-2026	B.G.	N877	1 of 1

Exhibit B

SCHEDULE OF MAINTENANCE

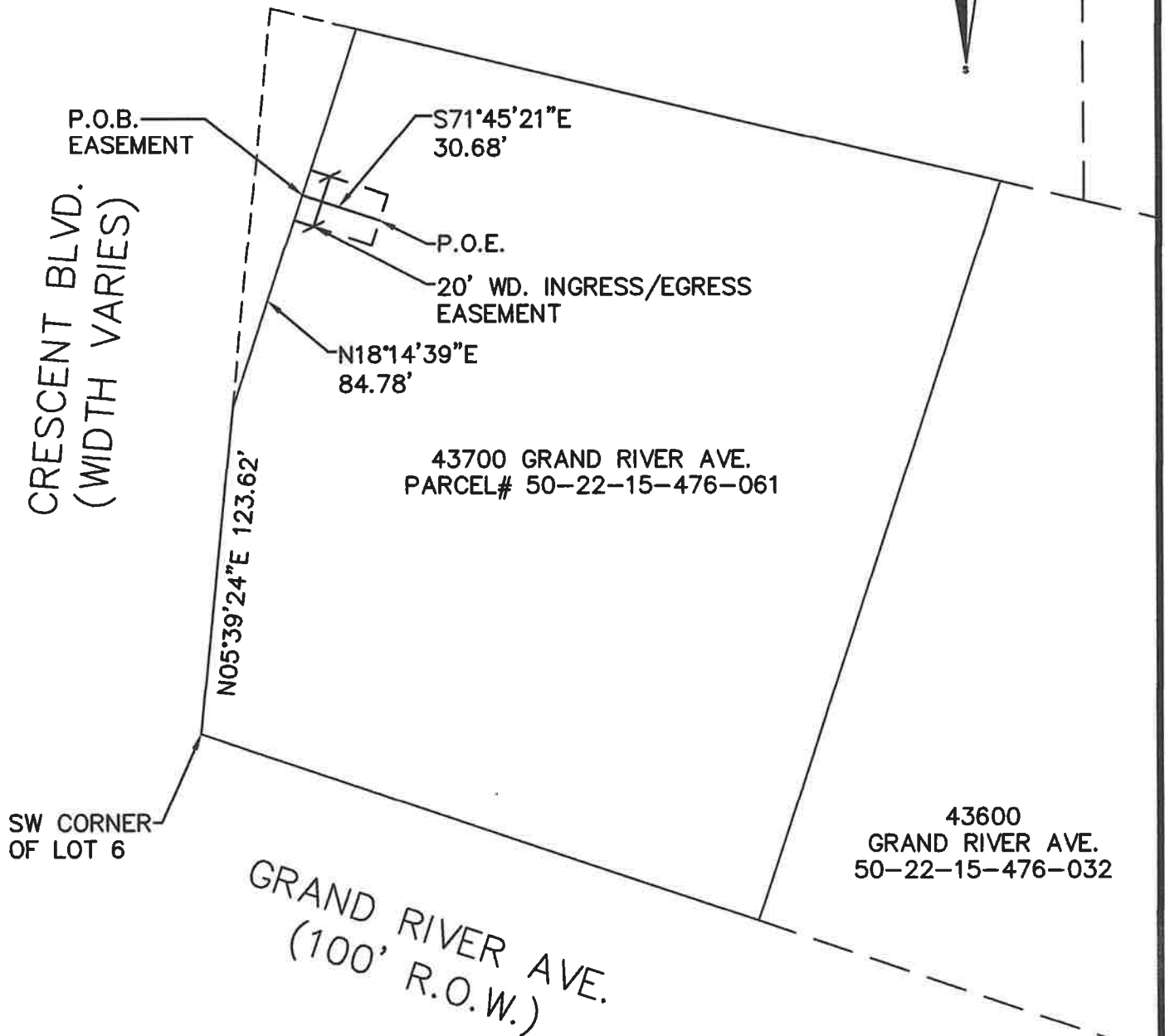
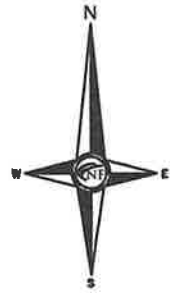
STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE	COMPONENTS	Catch Basins and Manholes	Storm Sewer Pipes	Pretreatment Structure	Underground Detention	Outlet Control Structure	SCHEDULE
DURING CONSTRUCTION (RESPONSIBILITY OF CONTRACTOR)							
TASKS							
Inspect for accumulated sediment	X		X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

STORMWATER MANAGEMENT PLAN MAINTENANCE TASKS AND SCHEDULE	COMPONENTS	Catch Basins and Manholes	Storm Sewer Pipes	Pretreatment Structure	Underground Detention	Outlet Control Structure	SCHEDULE	ESTIMATED ANNUAL BUDGET		
POST CONSTRUCTION (RESPONSIBILITY OF OWNER/ OWNER'S SITE MAINTENANCE PROVIDER)								Year 1	Year 2	Year 3
TASKS										
Inspect for accumulated sediment	X		X	X		X	Annually	\$75	\$75	\$75
Removal of accumulated sediment	X		X	X		X	Annually first 2 years, then as required	\$500	\$500	\$0
Inspect for floatables and debris	X		X	X	X	X	Annually	\$75	\$75	\$75
Remove floatables and debris	X		X	X	X	X	Annually	\$100	\$50	\$50
Inspect for site erosion						X	Annually	\$75	\$75	\$75
Re-establish vegetation in eroded areas						X	Annually	\$400	\$200	\$200
Inspect storm water system and components during wet weather and compare to as-built plans (by professional engineer, reporting to maintenance financing company)	X		X	X		X	Annually	\$125	\$125	\$125
Make adjustments or replacements as determined by annual wet weather inspection	X		X	X	X	X	As required	\$150	\$0	\$250
Inspect, remove, and repair or replace faulty mechanical and electrical components							Annually	\$150	\$150	\$150
Keep records of all inspections and maintenance activities and make available to City of Novi	X		X	X	X	X	Annually	\$0	\$0	\$0
TOTAL BUDGET:								\$1,650	\$1,250	\$1,000

Exhibit C

INGRESS/EGRESS EASEMENT AREA

NO ADDRESS
22-15-476-053



LEGAL DESCRIPTION - INGRESS/EGRESS EASEMENT AREA

A TWENTY (20) FOOT WIDE INGRESS/EGRESS EASEMENT BEING PART OF LOT 6, SUPERVISOR'S PLAT NO 4, AS RECORDED IN LIBER 54A, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS, ALSO BEING PART OF THE SOUTHEAST 1/4 OF SECTION 15, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED ALONG ITS CENTERLINE AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 05° 39' 24" EAST 123.62 FEET; THENCE NORTH 18° 14' 39" EAST 84.78 TO THE EASEMENT POINT OF BEGINNING; THENCE SOUTH 71° 45' 21" EAST 30.68 FEET TO THE POINT OF ENDING.



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

SCALE
1"=60'

DATE
02-04-2026

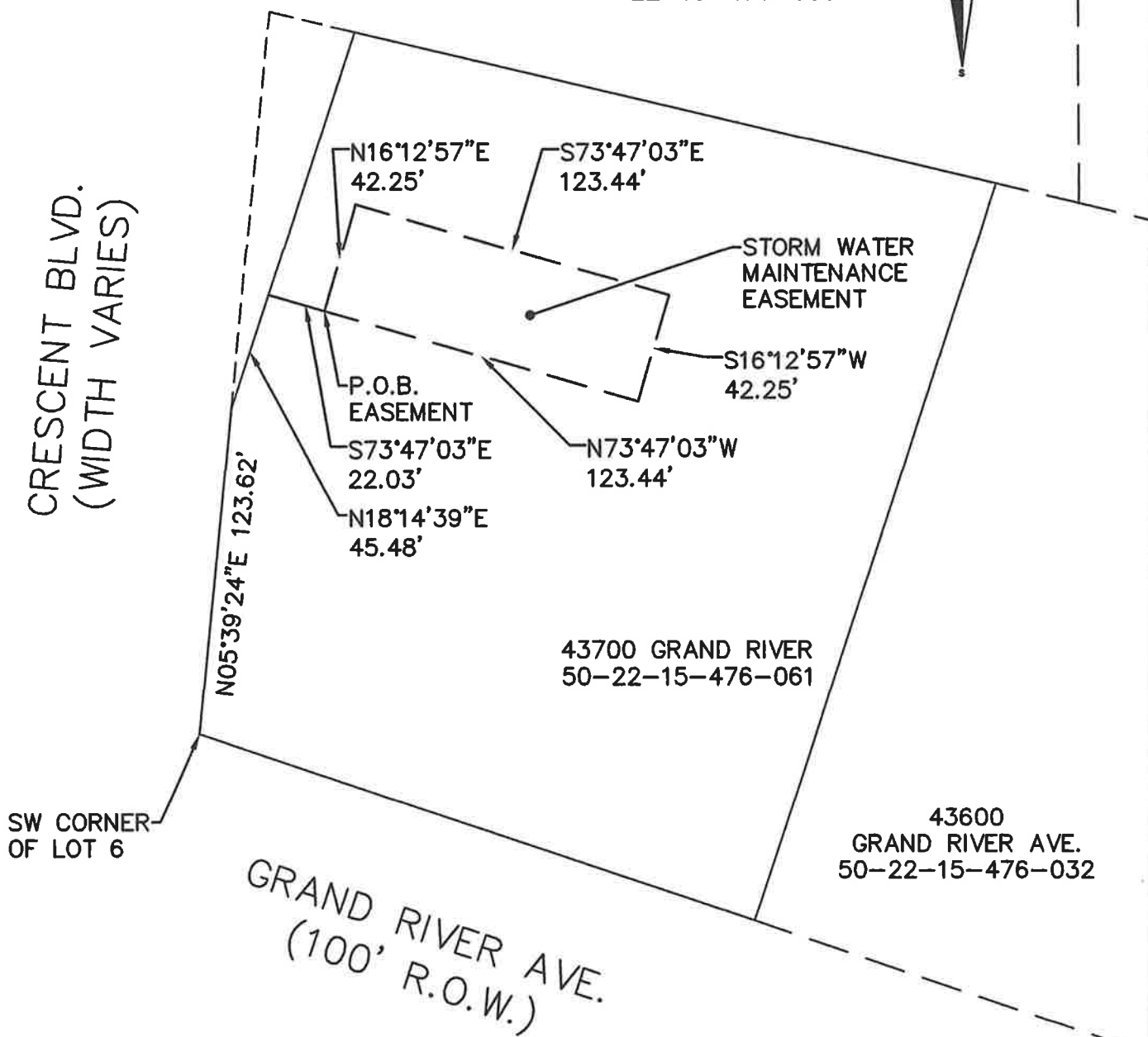
DRAWN
B.G.

JOB NO.
N877

SHEET
1 of 1

Exhibit D
STORM WATER MAINTENANCE EASEMENT

NO ADDRESS
22-15-476-053



LEGAL DESCRIPTION - STORM WATER MAINTENANCE EASEMENT

A STORM WATER MAINTENANCE EASEMENT BEING PART OF LOT 6, SUPERVISOR'S PLAT NO 4, AS RECORDED IN LIBER 54A, PAGE 83 OF PLATS, OAKLAND COUNTY RECORDS, ALSO BEING PART OF THE SOUTHEAST 1/4 OF SECTION 15, T.1N., R.8E. CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 05° 39' 24" EAST 123.62 FEET; THENCE NORTH 18° 14' 39" EAST 45.48 FEET; THENCE SOUTH 73° 47' 03" EAST 22.03 FEET TO THE EASEMENT POINT OF BEGINNING; THENCE NORTH 16° 12' 57" EAST 42.25 FEET; THENCE SOUTH 73° 47' 03" EAST 123.44 FEET; THENCE SOUTH 16° 12' 57" WEST 42.25 FEET; THENCE NORTH 73° 47' 03" WEST 123.44 FEET TO THE EASEMENT 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
1"=60'	02-04-2026	B.G.	N877	1 of 1

July 29, 2026

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

Re: Community Financial Credit Union / Orsa Credit Union
On Site Acceptance Documents - Exhibit Review #3
Novi # JSP24-0008
SDA Job No. NV25-209
FINAL DOCUMENTS – EXHIBITS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on 07-22-2026 against plans dated 11-08-2025. We offer the following comments:

Final Acceptance Documents:

1. **On-Site Water System Easement**
(executed 07-15-2026; exhibit dated 04-11-2025)
Exhibit A-B Approved
2. **On-Site Sanitary Sewer Manhole Access Easement**
(executed 07-15-2026; exhibit dated 01-29-2026)
Exhibit A-B Approved
3. **Storm Drainage Facility / Maintenance Easement Agreement**
(executed 07-15-2026; exhibit dated 02-04-2026)
Exhibit A-D Approved
4. **License Agreement**
(executed 07-15-2026; exhibit dated 04-23-2025)
Exhibit A Approved
5. **Bills of Sale for all public utilities**
SUPPLIED
6. **Full Unconditional Waivers of Lien from contractors installing public utilities**
SUPPLIED
7. **Sworn Statement signed by developer**
SUPPLIED

Unless otherwise stated above, the documents submitted were found to be acceptable by our office pending review by the City Attorney. Please send any revised documents to the City for further review and approval. The City Attorney's Office will retain the original documents in their files until 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 05-16-2025 contains all documentation requirements.

If you have any questions regarding this matter, please contact this office at your convenience.

Sincerely,

SPALDING DEDECKER

Digitally signed by Sydney Waynick
Date: 2026.07.29 20:45:26-04'00'

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
Sarah Marchioni, City of Novi
Angie Sosnowski, City of Novi
Beth Saarela, RSJA Law
Alyssa Craigie, City of Novi
David Lapp, Level5

July 20, 2026

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

**Re: Community Financial Credit Union - aka Orsa
Storm Water Detention System Inspection**
Novi SP No.: JSP24-0008
SDA Job No.: NV25-209

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 chambers, and outlet control structures 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 and recommend 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: 2026.07.21 13:09:38-04'00'

Sydney Waynick
Construction Engineer

Cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Kate Purpura, City of Novi – Project Engineer (e-mail)
David Lapp, Level5 (e-mail)