



CITY OF NOVI CITY COUNCIL
DECEMBER 1, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Primrose Daycare located on the south side of Ten Mile Road, west of Novi Road (parcels 50-22-27-200-089 and 50-22-27-200-088).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This Storm Water Management Ordinance requirement details the responsibilities of the property owner to properly maintain privately owned on-site storm water system.

BACKGROUND INFORMATION:

Primrose Daycare is located on the south side of Ten Mile Road, west of Novi Road. Primrose Daycare requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site underground detention basin, treatment structure and storm sewer.

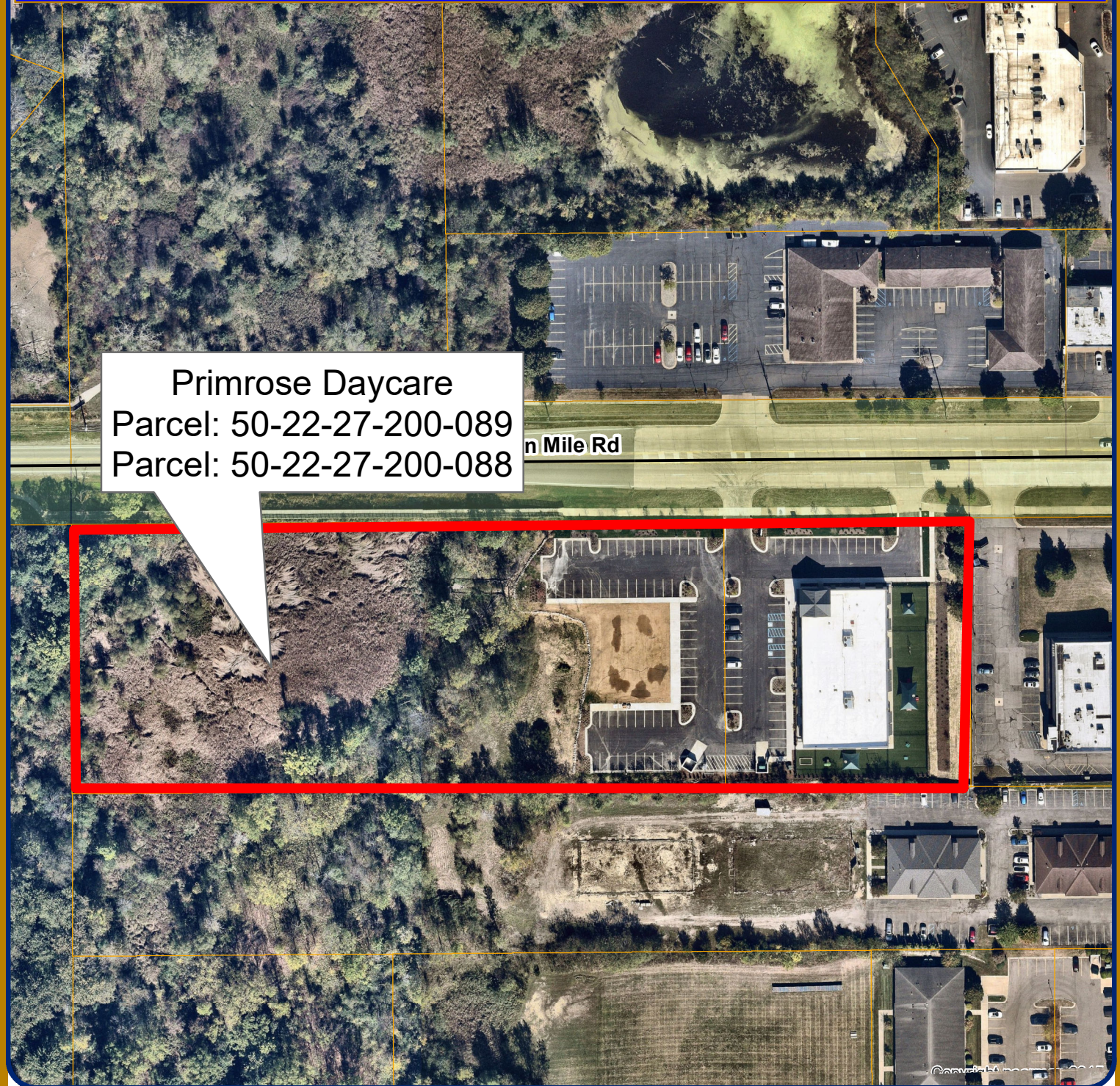
Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated September 15, 2025, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, September 19, 2025) and the City Engineering consultant (Spalding DeDecker, September 25, 2025) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Primrose Daycare located on the south side of Ten Mile Road, west of Novi Road (parcels 50-22-27-200-089 and 50-22-27-200-088).

Primrose Daycare Stormwater Drainage Facility Maintenance Easement Agreement (SDFMEA) Location Map

Primrose Daycare
Parcel: 50-22-27-200-089
Parcel: 50-22-27-200-088

n Mile Rd



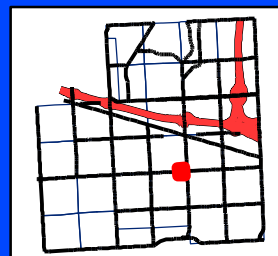
Map Author: Milad Alesmail
Date: 11/17/2025
Project: Primrose Daycare
Version: 1.0

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

Feet
0 30 60 120 180
1 inch = 142 feet



September 15, 2025

Ms. Milad Alesmail
Project Engineer
Department of Public Services
Field Services Complex – Engineering Division
26300 Lee BeGole Drive
Novi, MI 48375

Re: Primrose Day Care Ph 1
Storm Water Detention System Inspection
Novi SP No.: JSP22-0053
SDA Job No.: NV24-204

Dear Ms. Alesmail:

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

Sydney Waynick

Digitally signed by
Sydney Waynick
Date: 2025.09.17
16:09:39-04'00'

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
Jack Glover, JB Donaldson – Project Manager

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

September 19, 2025

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

Re: *Primrose Daycare and Swim School JSP22-53*
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 Primrose Daycare and Swim School development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. It applies to both parcels and provides each parcel with storm water cross access over the other parcel. The City's Consulting Engineer has reviewed and approved the attached exhibits. The Agreement appears to be 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.

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
September 19, 2025
Page 2

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
Mark Kellenberger, EIH14T mark@814cre.com
Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY
EASEMENT AND MAINTENANCE AGREEMENT**

THIS STORM DRAINAGE FACILITY EASEMENT AND MAINTENANCE AGREEMENT is made this _____ day of _____, 2025, by and among EIG14T PRI MI NOVI LLC, a Michigan limited liability company, whose address is 1695 Twelve Mile Road, Suite 100, Berkley, MI 48072 (hereinafter the ("PRI Owner")), EIG14T SS MI NOVI LLC, a Michigan limited liability company, whose address is 1695 Twelve Mile Road, Suite 100, Berkley, MI 48072 (hereinafter the "SS Owner") (PRI Owner and SS Owner are sometimes referred to herein, collectively, as "Owners"), and the CITY OF NOVI, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

R E C I T A T I O N S:

- A. PRI Owner is the owner and developer of a certain parcel of land situated in Section 27 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A-1** (the "PRI Property"). PRI Owner has received final site plan approval for construction of an early education and childcare development on the Property.
- B. SS Owner is the owner and developer of a certain parcel of land situated in Section 27 of the City of Novi, Oakland County, Michigan, located immediately adjacent to the PRI Property, and described on the attached and incorporated **Exhibit A-2** (the "SS Property"). SS Owner intends to seek site plan approval for construction of a swim school development on the Property.
- C. The early education and childcare development and the swim school development shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, the use of which shall be shared by the Owners for the collection, conveyance, storage, treatment and/or discharge of storm water from the PRI Property and the SS Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW THEREFORE, PRI Owner hereby grants to the SS Owner and the SS Owner hereby grants to the PRI Owner, for the benefit of the PRI Property and the SS Property, respectively, a reciprocal, nonexclusive, perpetual storm drainage facilities easement over and across those areas of the PRI Property and the SS Property where approved storm drainage facilities have been or will be installed, along with the right to drain stormwater across the surface of the PRI Property and the SS Property and into such facilities (the "Storm Drainage Easement"). PRI Owner Land and SS Owner hereby establish that the Storm Drainage Easement shall be binding on all heirs, successors, and assigns to the areas of the PRI Property and the SS Property on which the Storm Drainage Easement is located.

PRI Owner and SS Owner hereby covenant and agree that they shall, at their 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 Owners 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**. The PRI Owner shall be responsible for the performance of all required maintenance and repairs and shall have the right to be reimbursed by the SS Owner for fifty percent (50%) of the actual cost of performing such maintenance and repairs. The SS Owner shall reimburse the PRI for the SS Owner's fifty percent (50%) share within thirty (30) days after receipt of a written statement itemizing the total cost of such maintenance and repairs.

In the event that the Owners 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 Owners 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 Owners 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 PRI Property and the SS 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 Owners, who each shall be responsible for fifty percent (50%) thereof, within thirty (30) days of a billing to the Owners. All unpaid amounts may be placed on the delinquent tax roll of the City as to

the PRI and/or the SS 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 Owners, and, in such event, the Owners shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owners, their 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.

This instrument is exempt from transfer taxes under MCL 207.505(a) and 207.526(a).

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

[Signatures Appear on Following Pages]

[Signature Page to Storm Drainage Facility Easement and Maintenance Agreement]

PRI OWNER

EIG14T PRI MI NOVI LLC, a
Michigan limited liability company

By: Reed Fenton

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of June, 2025, by Reed Fenton, as the Manager of EIG14T PRI MI NOVI LLC.



Mary Jo Marchetti, Notary Public
Oakland County, Michigan
My Commission Expires: 8/30/2026

SS OWNER:

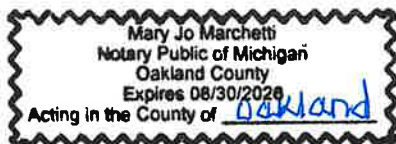
EIG14T SS MI NOVI LLC, a
Michigan limited liability company

By: Reed Fenton

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of June, 2025, by Reed Fenton, as the Manager of EIG14T SS MI NOVI LLC.



Mary Jo Marchetti, Notary Public
Oakland County, Michigan
My Commission Expires: 8/30/2026

[Signatures Continue on Following Page]

[Signature Page to Storm Drainage Facility Easement and Maintenance Agreement]

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 _____, 2025, 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
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EXHIBIT A-1
PARCEL LEGAL DESCRIPTION

PARCEL 1: 50-22-27-200-089

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West 429.00 feet; thence South 00 degrees 20 minutes 00 seconds West 60.00 feet to the Point of Beginning; thence South 00 degrees 20 minutes 00 seconds West 265.77 feet; thence North 89 degrees 33 minutes 00 seconds West 246.59 feet; thence North 00 degrees 20 minutes 00 seconds East 265.77 feet to a point on the Southerly right-of-way line of Ten Mile Road (60-foot wide half right-of-way); thence along said line South 89 degrees 33 minutes 00 seconds East 246.59 feet to the Point of Beginning. Containing 1.504-acres more or less subject to right-of-ways, easements, agreements, and restriction of record if any.

EXHIBIT A-2
PARCEL LEGAL DESCRIPTION

PARCEL 2: 50-22-27-200-088

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West 675.59 feet; thence South 00 degrees 20 minutes 00 seconds West 60.00 feet to the Point of Beginning; thence South 00 degrees 20 minutes 00 seconds West 265.77 feet; thence North 89 degrees 33 minutes 00 seconds West 657.01 feet; thence North 00 degrees 40 minutes 27 seconds East 265.77 feet to a point on the Southerly right-of-way line of Ten Mile Road (60-foot wide half right-of-way); thence along said line South 89 degrees 33 minutes 00 seconds East 655.43 feet to the Point of Beginning. Containing 4.00-acres more or less subject to right-of-ways, easements, agreements, and restriction of record if any.

EXHIBIT B

MAINTENANCE ACTIVITIES AND ANNUAL COST ESTIMATE - STORM DRAINAGE MAINTENANCE

MAINTENANCE PLAN BUDGET			
TASKS	ANNUAL FREQUENCY	COST PER OCCURENCE	ANNUAL COST
ANNUAL INSPECTION FOR SEDIMENT ACCUMULATION	2	\$100.00	\$200.00
REMOVAL OF SEIMENT ACCUMULATION IN PRETREATMENT STRUCTURE	2	\$500.00	\$1,000.00
INSPECT FOR FLOATABLES AND DEBRIS ANNUALLY & AFTER MAJOR STORMS	AS NEEDED	\$25.00	\$150.00
REMOVAL OF FLOATABLES AND DEBRIS ANNUALLY & AFTER MAJOR STORMS	AS NEEDED	\$150.00	\$150.00
TOTAL ANNUAL BUDGET			\$1,500.00
NOTE: COSTS SHOWN ARE ESTIMATED AND ARE TO BE USED FOR PLANNING AND BUDGETING PURPOSES ONLY. ACTUAL COSTS WILL VARY.			

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

EXHIBIT C

STORM DRAINAGE MAINTENANCE INGRESS & EGRESS EASEMENT

A twenty (20) foot wide easement for the purpose of access to maintenance of the underground storm water detention system described as:

Part of the North 10 acres of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at a point on the North line of Section 27 distant North 89 degrees 33 minutes 00 seconds West 650.61 feet from the Northeast corner of said Section 27; thence South 00 degrees 27 minutes 00 seconds West, 60.00 feet to the Point of Beginning and the South right-of-way line of West 10 mile Road; thence South 00 degrees 27 minutes 00 seconds West, 29.63 feet; thence North 89 degrees 21 minutes 48 seconds West, 20.00 feet; thence North 00 degrees 27 minutes 00 seconds East, 29.56 feet to the South right-of-way line of West 10 mile Road; thence along said line South 89 degrees 33 minutes 00 seconds East 20.00 feet to the Point of Beginning.

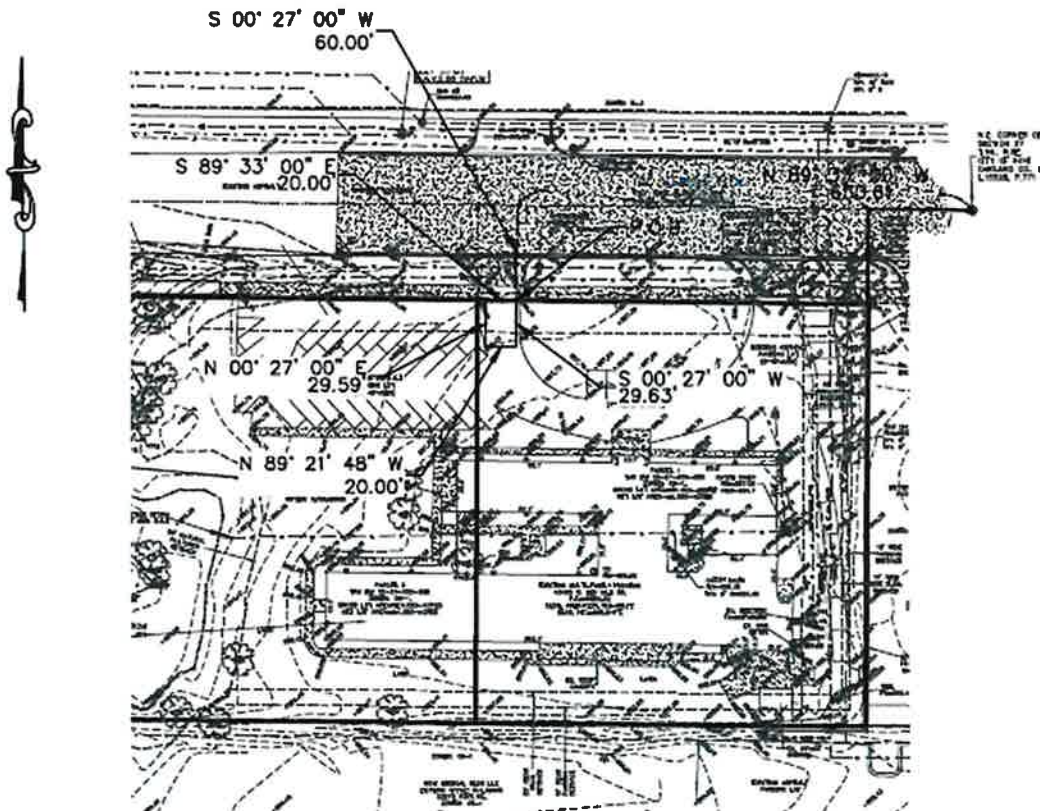
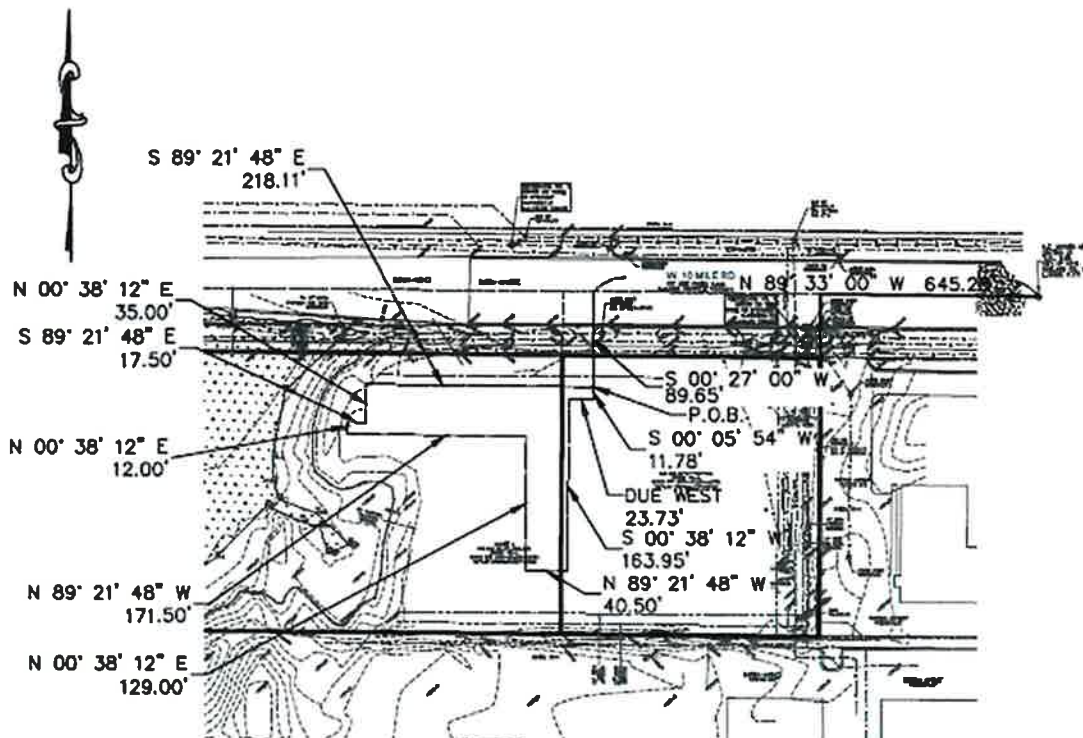


EXHIBIT D

STORM DRAINAGE MAINTENANCE EASEMENT

An easement for the purpose of maintenance of the underground storm water detention system described as:

Part of the North 10 acres of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; beginning at a point on the North line of Section 27 distant North 89 degrees 33 minutes 00 seconds West, 645.28 feet from the Northeast corner of said Section 27; thence South 00 degrees 27 minutes 00 seconds West, 89.65 feet to the Point of Beginning; thence South 00° 05' 54" W, 11.78 feet; thence Due West, 23.73 feet; thence South 00 degrees 38 minutes 12 seconds West, 163.95 feet; thence North 89 degrees 21 minutes 48 seconds West, 40.50 feet; thence North 00 degrees 38 minutes 12 seconds East, 129.00 feet; thence North 89 degrees 21 minutes 48 seconds West, 171.50 feet; thence North 00 degrees 38 minutes 12 seconds East, 12.00 feet; thence South 89 degrees 21 minutes 48 seconds East, 17.50 feet; thence North 00 degrees 38 minutes 12 seconds East, 35.00 feet; thence South 89 degrees 21 minutes 48 seconds East, 218.11 feet to the Point of Beginning.



CONSENT TO EASEMENT

As the holder of a mortgagee interest in and to the property referenced in the Storm Drainage Facility Easement and Maintenance Agreement, dated June 23, 2025, as shown in the Exhibit A attached hereto and incorporated herein, whereby EIG14T PRI MI NOVI LLC and EIG14T SS MI NOVI LLC grant and convey 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 heirs, successors and assigns of the undersigned.

12TH IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the day of September, 2025.

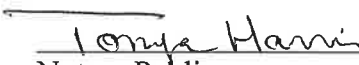
HORIZON BANK

By:


Joseph Zayance
Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent to Easement was acknowledged before me this 12th day of September, 2025, by Joseph Vayance, the Vice President of Horizon Bank, on its behalf.


Notary Public

Acting in Oakland County, MI

My commission expires: 11-21-2026

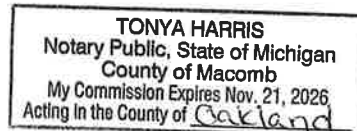


EXHIBIT A
PARCEL LEGAL DESCRIPTION

PARCEL 1: 50-22-27-200-089

Part of the East 1/2 of the Northeast 1/4 Section 27, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; Commencing at the Northeast corner of said Section 27; thence along the North line of Section 27 North 89 degrees 33 minutes 00 seconds West 429.00 feet; thence South 00 degrees 20 minutes 00 seconds West 60.00 feet to the Point of Beginning; thence South 00 degrees 20 minutes 00 seconds West 265.77 feet; thence North 89 degrees 33 minutes 00 seconds West 246.59 feet; thence North 00 degrees 20 minutes 00 seconds East 265.77 feet to a point on the Southerly right-of-way line of Ten Mile Road (60-foot wide half right-of-way); thence along said line South 89 degrees 33 minutes 00 seconds East 246.59 feet to the Point of Beginning. Containing 1.504-acres more or less subject to right-of-ways, easements, agreements, and restriction of record if any.

September 25, 2025

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

Re: Primrose Daycare and Swim School - Acceptance Documents Review #3
Novi # JSP22-530
SDA Job No. NV24-204
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on September 24, 2024 against the Final Site Plan (Stamping Set) dated May 1, 2025. We offer the following comments:

Final Acceptance Documents

All documents must be completed using blue/black ink as the County will reject them otherwise.

1. On-Site Water System Easement
(executed 6-23-2025)
Exhibits Approved
2. Storm Drainage Facility / Maintenance Easement Agreement
(executed 9-12-2025)
Exhibits Approved
3. Emergency Access Easement
(executed 9-12-2025)
Exhibits Approved
4. License Agreement for Light Poles
(executed 6-23-2025)
Exhibits Approved
5. Reciprocal Parking & Cross Access Easement
(executed 8-05-2024)
Exhibits Approved
6. Bills of Sale: Water Supply System
EXECUTED – dated 8-22-2025
7. Full Unconditional Waivers of Lien from contractors installing public utilities
EXECUTED – dated 8-25-2025
8. Sworn Statement signed by Developer
EXECUTED – dated 9-15-2025

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 occur once a current title policy is submitted to the City.

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 December 04, 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

 Digitally signed by
Sydney Waynick
Date: 2025.09.25
09:57:09-04'00'

Sydney Waynick
Construction 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
Heather Zeigler, City of Novi
Milad Alesmail, City of Novi
Kate Purpura, City of Novi