



CITY OF NOVI CITY COUNCIL JULY 7, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement and Sidewalk Easement for the Sakura Novi Development located on the north side of Grand River Avenue east of Town Center Drive (parcels: 50-22-23-127-001, 50-22-23-127-002, 50-22-23-127-003, 50-22-23-127-004, 50-22-23-127-005, 50-22-23-126-019 and 50-22-23-126-020).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basins.
- The sidewalk easement is a requirement of the site plan; the proposed sidewalk extends outside of the right-of-way in order to avoid utility poles located on Eleven Mile Road.

BACKGROUND INFORMATION:

Sakura Novi is located on the north side of Grand River Avenue east of Town Center Drive. The owner Sakura Novi LLC, 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 detention basins.

Sakura Novi LLC is requesting the acceptance of a sidewalk easement to satisfy one of the conditions in the site plan approval process. As part of the approved site plan, the developer proposed a sidewalk along the south side of 11 Mile Road. Because of the existing utility poles within the public right-of-way the sidewalk was relocated on private property.

The Sidewalk Easement and the SDFMEA have been approved by the City Attorney (Beth Saarela, January 30, 2024) and City's Engineering Consultant, Spalding DeDecker (June 20, 2025). The on-site inspection of the detention basin was approved by the City's Engineering Consultant, Spalding DeDecker (September 20, 2024). The enclosed documents have been reviewed and are recommended for acceptance.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement and Sidewalk Easement for the Sakura Novi Development located on the north side of Grand River Avenue east of Town Center Drive (parcels: 50-22-23-127-001, 50-22-23-127-002, 50-22-23-127-003, 50-22-23-127-004, 50-22-23-127-005, 50-22-23-126-019 and 50-22-23-126-020).

Sakura Novi Sidewalk Easement & SDFMEA

Location Map

Lee BeGole Dr

Proposed Sidewalk Easement

Eleven Mile Rd

Sakura Novi Development
Parcels:

50-22-23-127-001
50-22-23-127-002
50-22-23-127-003
50-22-23-127-004
50-22-23-127-005
50-22-23-126-020
50-22-23-126-019

Constitution

Grand River Ave

Map Author: Humna Anjum
Date: 6/25/2025
Project: Sakura Novi
Version: 1.0

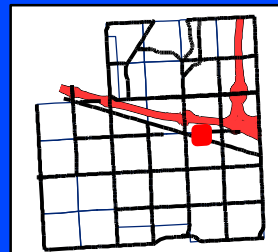
Amended By:
Date:
Department:

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
- Sidewalk Easement



City of Novi

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

Feet
0 37.5 75 150 225
1 inch = 179 feet



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 30, 2024

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

**RE: Sakura Novi JSP 22-09
Acceptance Documents**

Dear Mr. Croy:

We have received and reviewed copies of the following **original on-site** documents for the Sakura Novi Development:

1. Water System Easement (***Approved***)
2. Sanitary Sewer System Easement (***Approved***)
3. Bill of Sale – Water and Sanitary Sewer (***Approved***)
4. Sidewalk Easement – (***Approved***)
5. Title Search

Water and Sanitary Sewer System Easements

The Developers of the Sakura Novi Development, seek to convey the on-site Water System and Sanitary Sewer System Easements to the City for operation, maintenance, repair, and replacement. The Easements are consistent with the title search provided, and acceptable for this purpose. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Bill of Sale is acceptable to convey the water and sanitary sewer system facilities to the City.

Sidewalk Easement

The Sidewalk Easement for the sidewalk along Eleven Mile Road is in the standard format for a sidewalk easement, and is consistent with the title search provided. The exhibits have been reviewed and approved by the City's Consulting Engineer.

The Water System and Sanitary Sewer System Easements once accepted by Affidavit of the City Engineer should be recorded with the Oakland County Register of Deeds in the usual manner.. The title search and Bill of Sale should be retained in the City's file. The Sidewalk Easements should be placed on an upcoming City Council Agenda for acceptance. Once accepted, it should

Ben Croy, City Engineer
City of Novi
January 30, 2024
Page 2

be recorded with the Oakland County Register of Deeds in the usual manner. The originals will be forwarded to the City Clerk's Office once received.

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

(w/Enclosures)

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Russ Nuffer, Robertson Homes
Gregory Bono, PEA Group
Kim Shierk, Esquire
Thomas R. Schultz, Esquire



ALTA COMMITMENT FOR TITLE INSURANCE

TABLE OF CONTENTS

	Page
NOTICE	2
COMMITMENT TO ISSUE POLICY	2
COMMITMENT CONDITIONS	3
SCHEDULE A	6
SCHEDULE B	8

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

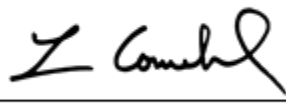
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 300 East Long Lake Road, Suite 300, Bloomfield Hills, MI 48304
Contact: (248)540-4102, mi.bloomfield@firstam.com
Issuing Office's ALTA® Registry ID: 1120846
Commitment Number: 1003293
Issuing Office File Number: 1003293
Property Address: Vacant Grand River Avenue, Novi, MI 48375
Revision:

SCHEDULE A

1. Commitment Date: December 20, 2023 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Policy - form(s) To Be Determined
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. [The Title is, at the Commitment Date, vested in:](#)

- Sakura Novi, LLC, a Michigan limited liability company, as to Unit 1, 2 and 3
Sakura Novi Residential, LLC, a Michigan limited liability company, as to Unit 4 and 5

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First American

**Commitment for Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)
File Number: 1003293**

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

First American Title Insurance Company

By:

Authorized Signatory

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Form 50112426 (8-18-22)

Page 7 of 13



SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by the Company and signed by or on behalf of all owners.
6. Pay unpaid taxes and assessments unless shown as paid.
7. Provide evidence of the purchase price and/or the amount of any mortgage to be insured and identify any Proposed insured. Once a Proposed insured has been identified, additional requirements and exceptions may be made.
This is a preliminary commitment. It is not effective and the Company assumes no liability until Schedule A of commitment is amended to include the name of the Proposed Insured and a proposed Policy Amount greater than \$0.00.
8. All Taxes paid to and including 2022
2023 Summer Taxes PAID in the amount of \$42,659.74
2023 Winter Taxes PAID in the amount of \$17,090.84
Tax Item No. 22-23-126-018, covers more land
Property Address: Vacant Grand River Avenue, Novi, MI 48375
If any amounts are shown as DUE, the total does not include collection fees, penalties or interest.

NOTE: The property described in this commitment has recently been split from a parcel assessed under Tax Item No. 22-23-126-018. The City of Novi has informed First American Title Insurance Company that the property is assessed for 2024 tax purposes under Tax Item No. 22-23-127-001, as to Unit 1, Tax Item No. 22-23-127-002, as to Unit 2, Tax Item No. 22-23-127-003, as to Unit 3, Tax Item No. 22-23-127-004, as to Unit 4 and Tax Item No. 22-23-127-005, as to Unit 5

The above is provided for informational purposes only.
9. If the Land is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy

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to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the Date of Policy.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Construction Mortgage in the original amount of \$21,200,000.00 executed by Sakura Novi Residential, LLC, a Michigan limited liability company to Flagstar Bank, N.A., a national bank, dated September 7, 2023, recorded September 14, 2023, in [Liber 58877, page 795](#), as to Unit 4 and 5.
8. Assignment of Leases and Rents executed by Sakura Novi Residential, LLC, a Michigan limited liability company to Flagstar Bank, N.A., a national bank, dated September 7, 2023, recorded September 14, 2023, in [Liber 58877, page 815](#), as to Unit 4 and 5.
9. Construction Mortgage in the original amount of \$5,164,500.00 and \$530,000.00 executed by Sakura Novi, LLC, a Michigan limited liability company to Flagstar Bank, N.A., a national bank, dated December 14, 2023, recorded December 21, 2023, in [Liber 59076, page 752](#), as to Unit 1, 2 and 3.

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10. Assignment of Leases and Rents executed by Sakura Novi, LLC, a Michigan limited liability company to Flagstar Bank, N.A., a national bank, dated December 14, 2023, recorded December 21, 2023, in [Liber 59076, page 771](#), as to Unit 1, 2 and 3.
11. Interest of Chubby Cattle Novi, LLC, a Michigan limited liability company, d/b/a Chubby Cattle, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Subordination, Nondisturbance and Attornment Agreement, dated December 14, 2023, recorded _____, in Liber _____, page _____, as to Unit 2.
12. Interest of Seven York Inc., a Michigan S corporation, d/b/a The Dancing Pine, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Subordination, Nondisturbance and Attornment Agreement, dated December 14, 2023, recorded _____, in Liber _____, page _____, as to Unit 2.
13. Interest of Presotea Sakura LLC, a Michigan limited liability company, d/b/a Presotea, Lessee, and Terms, Conditions and Provisions of Lease, as evidenced by Subordination, Nondisturbance and Attornment Agreement, dated December 14, 2023, recorded _____, in Liber _____, page _____, as to Unit 2.
14. Claim of Interest by the City of Novi as evidenced by instrument dated August 23, 2023, recorded September 18, 2023, in [Liber 58882, page 593](#), as to Unit 1, 2 and 3.
15. Notice of Commencement recorded in [Liber 58247, page 759](#) and any lien, or right to a lien, for service, labor or material arising from the project described therein.
16. Notice of Commencement recorded in [Liber 58794, page 296](#) and any lien, or right to a lien, for service, labor or material arising from the project described therein.
17. Terms and Conditions contained in Planned Rezoning Overlay (Pro) Agreement as disclosed by instrument recorded in [Liber 56783, page 631](#). Addendum to Planned Rezoning Overlay (Pro) Agreement as disclosed by instrument recorded in [Liber 58383, page 193](#). Second Addendum to Planned Rezoning Overlay (Pro) Agreement as disclosed by instrument recorded in [Liber 58454, page 470](#).
18. Terms and Conditions contained in Delivery Vehicle Access Easement Agreement as disclosed by instrument recorded in [Liber 56854, page 382](#).
19. Terms and Conditions contained in Warranty Deed as disclosed by instrument recorded in [Liber 56868, page 61](#), and in [Liber 56883, page 431](#).
20. The rights of Co-Owners and the Administering Body as set forth in the Master Deed and Act 59 of the Public Acts of 1978 as amended. The rights of Co-Owners and the Administering Body, easements, restrictions and other terms, covenants and conditions set forth in the Master Deed and Exhibits thereto recorded in [Liber 58700, page 112](#), Oakland County Records, and any amendments thereto.
21. Interest of others in the Oil, Gas and other Minerals in and under and that may be produced from captioned land as disclosed by instrument recorded in [Liber 58700, page 112](#). Subordination Agreement, dated December 14, 2023, recorded _____, in Liber _____, page _____.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservations of such interests that are not listed.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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22. Terms and Conditions contained in Landscape Easement Agreement as disclosed by instrument recorded in [Liber 58832, page 223](#).
23. Conservation Easement in favor of the City of Novi and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 58985, page 257](#).
24. Rights of other riparian owners and to the public trust in and to the waters of the drain crossing subject property.
25. Rights of tenants, if any, under any unrecorded leases.
26. Lien for outstanding water or sewer charges, if any.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT A

The Land referred to herein below is situated in the City of Novi, County of Oakland, State of Michigan, and is described as follows:

Units 1, 2, 3, 4 and 5, SAKURA NOVI, according to the Master Deed recorded in [Liber 58700, page 112](#), as amended, and designated as Oakland County Condominium Subdivision Plan No. 2400, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SIDEWALK EASEMENT

NOW ALL MEN BY THESE PRESENTS, that **Sakura Novi Residential, LLC**, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, and **Sakura Novi, LLC**, a Michigan limited liability company, whose address is 350 N. Old Woodward Avenue, Suite 300, Birmingham, Michigan, 48009 and in consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Novi, a Michigan Municipal Corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, being exempt pursuant to MCLA 207.505(a), and MCLA 207.526 (a) a permanent easement for a public walkway over across and through property located in Section 23, T.1N., R.8E., City of Novi, Oakland County, State of Michigan, more particularly described as follows:

{See attached and incorporated Exhibit A – Parent Parcel}

The permanent easement for the public walkway is more particularly described as follows:

{See attached and incorporated Exhibit B – Sidewalk Easement}

Grantee may enter upon sufficient land adjacent to said easement for the purpose of exercising the rights and privileges granted herein.

Grantee may install, repair, replace, improve, modify and maintain the easement area as shown in the attached and incorporated Exhibit B.

Grantor agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described easement.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, representatives, successors and assigns.

This easement shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the paving in the easement area.

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

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

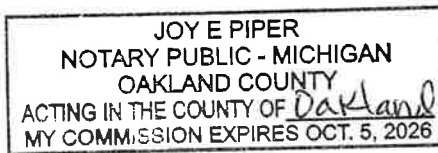
Dated this _____ day of _____, 202__

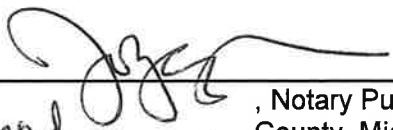
GRANTOR OF UNITS 1, 2 AND 3, SAKURA NOVI:
SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
G. Scott Aikens, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan
this 17th day of January, 202_ by G. Scott Aikens, Manager of Sakura Novi, LLC, a
Michigan limited liability company, on behalf of the company.



, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Oct 5, 2026

GRANTOR OF UNITS 4 AND 5, SAKURA
NOVI:
SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: [Signature]
Darian L. Neubecker,
Its: Chief Operating Officer

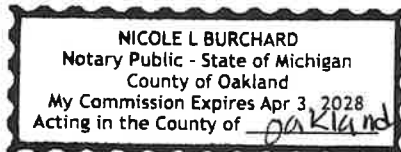
AND BY:

**AIKENS SAKURA RESIDENTIAL,
LLC,**
a Michigan limited liability company,
Member

By: [Signature]
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

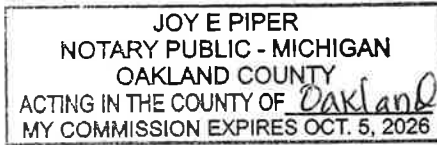
The foregoing instrument was acknowledged before me in Oakland County, Michigan
this 11 day of January, 2024 by Darian L. Neubecker, the Chief Operating Officer of
Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL,
LLC**, a Michigan limited liability company, on behalf of the corporation and company.



[Signature]
Oakland, Notary Public
County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Apr 3, 2028

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 17th day of January, 2024 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.



Joy E Piper
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Oct 5, 2026

CONSENT AS TO UNITS 1, 2 AND 3, SAKURA NOVI

As the holder of a mortgage interest in and to the property referenced in the Agreement and attached hereto and incorporated as Exhibit A, the undersigned hereby evidences its consent to the rights grant in and the recordation of the Agreement, which Agreement 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 _____ day of _____, 202__.

FLAGSTAR BANK, FSB,
a federally chartered savings bank

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent was acknowledged before me this 16th day of January, 2024, by Michael Wentrack, the First Vice President of Flagstar Bank, FSB, a federally chartered savings bank, on behalf of the bank.

KARAN GARG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires December 10, 2027
Acting in the County of Oakland

Karan Garg, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: December 10th 2027

CONSENT AS TO UNITS 4 AND 5, SAKURA NOVI

As the holder of a mortgage interest in and to the property referenced in the Agreement and attached hereto and incorporated as Exhibit A, the undersigned hereby evidences its consent to the rights grant in and the recordation of the Agreement, which Agreement 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 _____ day of _____, 202__.

FLAGSTAR BANK, FSB,
a federally chartered savings bank

By: _____

Its: FIRST VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent was acknowledged before me this 16th day of January, 2024 by Michael Wentzack, the First Vice President of Flagstar Bank, FSB, a federally chartered savings bank, on behalf of the bank.

KARAN GARG

NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB

My Commission Expires December 10, 2027

Acting in the County of Oakland

Karan Garg, Notary Public
Macomb County, Michigan

Acting in Oakland County, Michigan

My Commission Expires: December 10th 2027

Drafted by and when recorded return to
C. Kim Shierk
Williams Williams Rattner & Plunkett, P.C.
380 N Old Woodward Avenue, Suite 300
Birmingham, MI 48009

EXHIBIT A SIDEWALK EASEMENT

PARENT PARCEL
ID 22-23-126-018

A PARCEL OF LAND IN A PART OF THE NORTH 1/2 OF SECTION 23, T. 01 N, R. 08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET TO THE POINT OF BEGINNING; THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE N71°44'00"W, 649.31 FEET; THENCE N00°00'00"E 584.46 FEET TO THE SOUTH LINE OF 11 MILE ROAD (35 FEET WIDE SOUTH HALF); THENCE ALONG SAID SOUTH LINE N89°34'00"E 612.61 FEET ; THENCE S00°17'20"E, 208.00 FEET; THENCE N89°34'00"E, 172.00 FEET; THENCE N00°17'20"W, 208.00 FEET TO THE SOUTH LINE OF SAID 11 MILE ROAD; THENCE ALONG SAID SOUTH LINE N89°34'00"E, 118.09 FEET AND N88°24'51"E, 265.02 FEET TO THE POINT OF BEGINNING. CONTAINING 15.07± ACRES

SIDEWALK EASEMENT

A VARIABLE WIDTH EASEMENT FOR SIDEWALK IN A PART OF THE NW 1/4 OF SECTION 23, T.01N, R.08 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET; THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE N71°44'00"W, 649.31 FEET; THENCE N00°00'00"E 584.46 FEET TO THE SOUTH LINE OF 11 MILE ROAD (35 FEET WIDE SOUTH HALF); THENCE ALONG SAID SOUTH LINE N89°34'00"E 399.37 FEET TO THE POINT OF BEGINNING OF THIS SIDEWALK EASEMENT; THENCE CONTINUING ALONG SAID SOUTH LINE N89°34'00"E, 45.50 FEET; THENCE S26°31'32"W, 5.89 FEET; THENCE S89°34'00"W, 40.15 FEET; THENCE N27°23'58"W, 5.89 FEET TO THE POINT OF BEGINNING. CONTAINING 0.005± ACRES

NE CORNER
SECTION 23,
T.1N., R.8E.
CITY OF NOVI



t: 844.813.2949
www.peagroup.com

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

January 30, 2024

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

RE: **Sakura Novi JSP 22-09**
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 Sakura Novi development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. 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. 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

Ben Croy, City Engineer
City of Novi
January 30, 2024
Page 2

C: (w/Enclosures)
Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Heather Ziegler, Planner
James Hill, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Adam Yako, Project Engineer
Alyssa Craigie, Administrative Assistant
Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Russ Nuffer, Robertson Homes
Gregory Bono, PEA Group
Kim Shierk, Esquire
Thomas R. Schultz, Esquire

**STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

THIS STORM DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT made this _____ day of _____, 202_, by and between Sakura Novi Residential, LLC, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 and Sakura Novi, LLC, a Michigan limited liability company, whose address is 350 N. Old Woodward Avenue, Suite 300, Birmingham, Michigan 48009 (collectively, hereinafter the "Owner"), and the City of Novi, and its successors or assigns, whose address is 45175 West Ten Mile Road, Novi, Michigan, 48375, (hereinafter the "Grantee").

RECITATIONS:

- A. Owner is the collective owner and developer of a certain parcel of land situated in Section 23 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 Pond Access and Maintenance Easement as described in **Exhibit C** and depicted in **Exhibit D**, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Wet Pond and East Pond 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.

The Property will be established as a condominium by the recording of a Master Deed that includes the Property and upon such event, the obligations of the Owner set forth above 6 shall automatically transfer to the association established to administer the condominium.

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

OWNER:

OWNER OF UNITS 1, 2 AND 3, SAKURA NOVI:


SAKURA NOVI, LLC,
a Michigan limited liability company

By: 
G. Scott Aikens, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 17th day of January, 2024 by G. Scott Aikens, Manager of Sakura Novi, LLC, a Michigan limited liability company, on behalf of the company.

JOY E PIPER
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF Oakland
MY COMMISSION EXPIRES OCT. 5, 2026


Oakland, Notary Public
County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Oct 5, 2026

OWNER OF UNITS 4 AND 5, SAKURA NOVI:

SAKURA NOVI RESIDENTIAL, LLC,
a Michigan limited liability company

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: [Signature]
Darian L. Neubecker,
Its: Chief Operating Officer

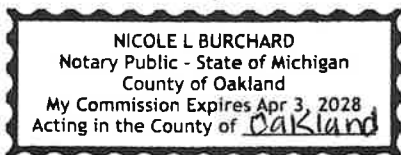
AND BY:

AIKENS SAKURA RESIDENTIAL, LLC,
a Michigan limited liability company,
Member

By: [Signature]
G. Scott Aikens,
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)


The foregoing instrument was acknowledged before me in Oakland County, Michigan this 11 day of January, 2024 by Darian L. Neubecker, the Chief Operating Officer of Robertson Brothers Co., a Michigan corporation, Manager, of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the corporation and company.



Nicole L. Burchard
Oakland, Notary Public
County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Apr 3, 2028

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County, Michigan this 7th day of January, 2024 by G Scott Aikens, Authorized Signatory for Aikens Sakura Residential, LLC, a Michigan limited liability company, Member of **SAKURA NOVI RESIDENTIAL, LLC**, a Michigan limited liability company, on behalf of the company.

<div style="border: 1px solid black; padding: 5px; width: fit-content;">JOY E PIPER NOTARY PUBLIC - MICHIGAN OAKLAND COUNTY ACTING IN THE COUNTY OF <u>Oakland</u> MY COMMISSION EXPIRES OCT. 5, 2026</div>		
	<u>Oakland</u>	, Notary Public
	Acting in <u>Oakland</u>	County, Michigan
	My Commission Expires: <u>Oct 5, 2026</u>	County, Michigan

CONSENT AS TO UNITS 1, 2 AND 3, SAKURA NOVI

As the holder of a mortgage interest in and to the property referenced in the Agreement and attached hereto and incorporated as Exhibit A, the undersigned hereby evidences its consent to the rights grant in and the recordation of the Agreement, which Agreement 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 ____ day of _____, 202__.

FLAGSTAR BANK, FSB,
a federally chartered savings bank

By: _____

Its: FIRST VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent was acknowledged before me this 16th day of January, 2024, by Michael Weitrach, the First Vice President of Flagstar Bank, FSB, a federally chartered savings bank, on behalf of the bank.

KARAN GARG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires December 10, 2027
Acting in the County of Oakland

Karan Garg, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: December 10th 2027

CONSENT AS TO UNITS 4 AND 5, SAKURA NOVI

As the holder of a mortgage interest in and to the property referenced in the Agreement and attached hereto and incorporated as Exhibit A, the undersigned hereby evidences its consent to the rights grant in and the recordation of the Agreement, which Agreement 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 ____ day of _____, 202_.

FLAGSTAR BANK, FSB,
a federally chartered savings bank

By: _____

Its: FIRST VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Consent was acknowledged before me this 16th day of January 2024 by Michael Wentrack, the First Vice President of Flagstar Bank, FSB, a federally chartered savings bank, on behalf of the bank.

KARAN GARG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires December 10, 2027
Acting in the County of Oakland

Karan Garg, Notary Public
Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: December 10th 2027

(Grantee)
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
Oakland County, Michigan
Acting in _____ County, MI
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
LEGAL DESCRIPTION**

LEGAL DESCRIPTION:

COMBINED PARCELS
(As Surveyed by PEA Group)

A parcel of land in a part of the North 1/2 of Section 23, T. 01 N, R. 08 East, City of Novi, Oakland County, Michigan described as follows:

Commencing at the N 1/4 Corner of said Section 23, T. 01 N, R. 08 East, thence along the North line of said Section 23 N88°24'51"E 264.75 feet; thence S01°27'28"E 35.00 feet to the **POINT OF BEGINNING**; thence S01°27'28"E, 491.50 feet; thence S89°26'20"W, 403.87 feet; thence N71°19'30"W, 170.45 feet; thence S00°17'20"E 361.42 feet to the north line of Grand River Ave. (60 feet wide northerly half); thence along said north line N71°44'00"W, 649.31 feet; thence N00°00'00"E 584.46 feet to the south line of 11 Mile Road (35 feet wide south half); thence along said south line N89°34'00"E 612.61 feet ; thence S00°17'20"E, 208.00 feet; thence N89°34'00"E, 172.00 feet; thence N00°17'20"W, 208.00 feet to the south line of said 11 Mile Road; thence along said south line N89°34'00"E, 118.09 feet and N88°24'51"E, 265.02 feet to the **POINT OF BEGINNING**.

Containing 656,386 SQ. FT. or 15.07± AC.

[illegible]

SAKURA NOVI, LLC
350 OLD WOODWARD AVE., SUITE 300
BIRMINGHAM, AL 35203

EXHIBIT C
POND ACCESS AND MAINTENANCE
EASEMENT SKETCH AND DESCRIPTION

LEGAL DESCRIPTION - EASEMENT 2:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET; THENCE S01°27'28"E, 491.50 FEET; THENCE S89°26'20"W, 403.87 FEET; THENCE N71°19'30"W, 170.45 FEET; THENCE S00°17'20"E 361.42 FEET TO THE NORTH LINE OF GRAND RIVER AVE. (60 FEET WIDE NORTHERLY HALF); THENCE ALONG SAID NORTH LINE 71°44'00"W, 545.87 FEET TO THE POINT OF BEGINNING OF EASEMENT 2;

THENCE N71°44'00"W 15.81 FEET;
 THENCE N00°07'13"W 127.22 FEET;
 THENCE N71°44'00"W 77.54 FEET;
 THENCE N00°26'02"W 25.72 FEET;
 THENCE N35°36'56"E 56.54 FEET;
 THENCE N54°23'04"W 22.60 FEET;
 THENCE N00°26'02"W 65.11 FEET;
 THENCE N55°29'13"E 114.70 FEET;
 THENCE N89°34'10"E 53.31 FEET;
 THENCE N30°22'17"E 31.76 FEET;
 THENCE N89°34'10"E 54.07 FEET;
 THENCE S71°44'00"E 112.22 FEET;
 THENCE S18°16'00"W 203.59 FEET;
 THENCE S83°02'46"W 69.15 FEET;
 THENCE N71°44'00"W 159.90 FEET;
 THENCE N54°23'04"W 11.25 FEET;
 THENCE S35°36'56"W 44.20 FEET;
 THENCE S16°07'34"E 20.20 FEET;
 THENCE S71°44'00"E 67.20 FEET;
 THENCE S00°07'13"E 143.03 FEET; TO THE POINT OF BEGINNING

Line Table		
Line #	Direction	Length
L31	N71°44'00"W	15.81'
L32	N00°07'13"W	127.22'
L33	N71°44'00"W	77.54'
L34	N00°26'02"W	25.72'
L35	N35°36'56"E	56.54'
L36	N54°23'04"W	22.60'
L37	N00°26'02"W	65.11'
L38	N55°29'13"E	114.70'
L39	N89°34'10"E	53.31'
L40	N30°22'17"E	31.76'
L41	N89°34'10"E	54.07'
L42	S71°44'00"E	112.22'
L43	S18°16'00"W	203.59'
L44	S83°02'46"W	69.15'
L45	N71°44'00"W	159.90'
L46	N54°23'04"W	11.25'
L47	S35°36'56"W	44.20'
L48	S16°07'34"E	20.20'
L49	S71°44'00"E	67.20'
L50	S00°07'13"E	143.03'

EXHIBIT C **POND ACCESS AND MAINTENANCE** **EASEMENT SKETCH AND DESCRIPTION**

LEGAL DESCRIPTION - EASEMENT 1:

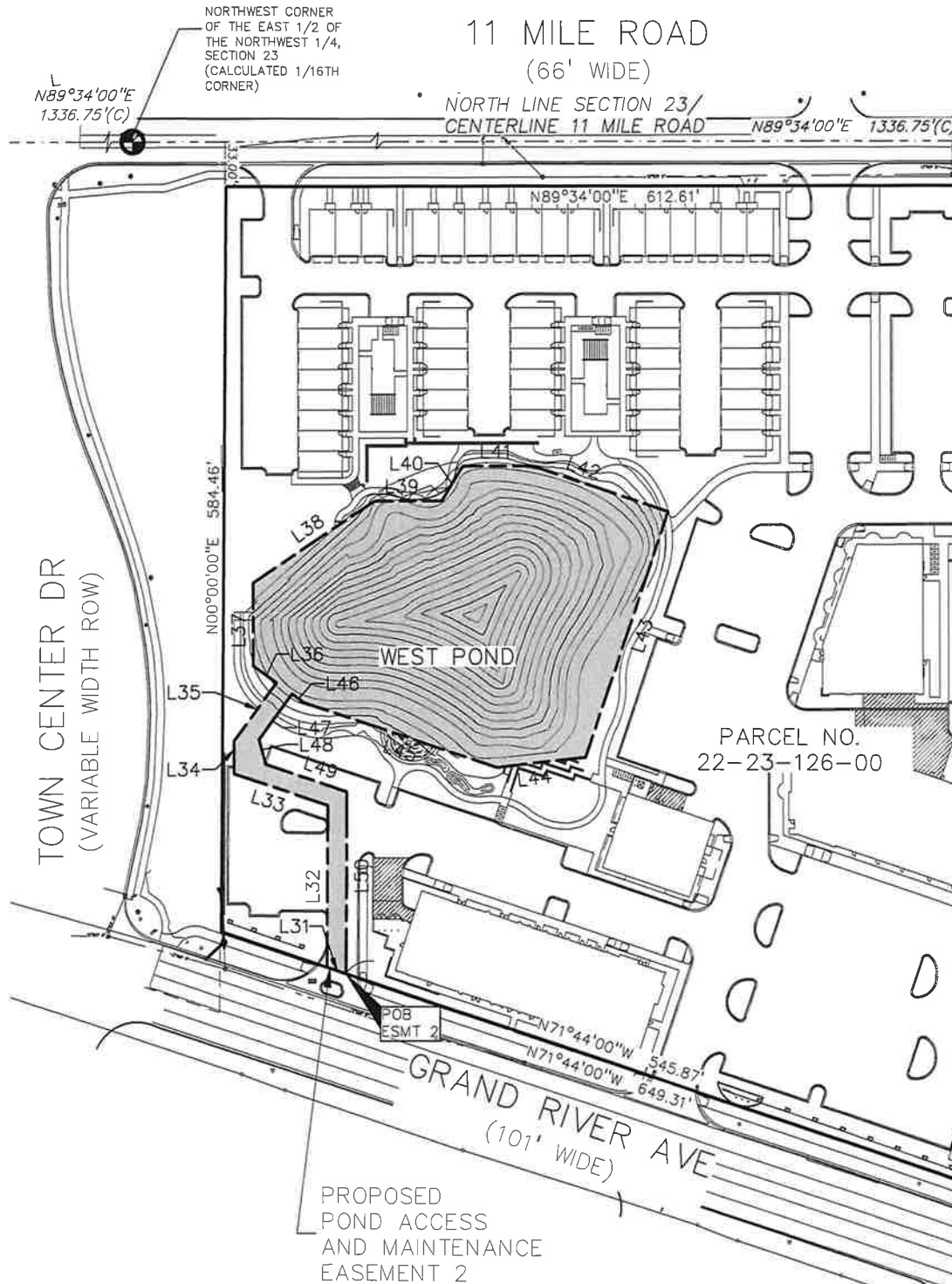
COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 23, T. 01 N, R. 08 EAST, THENCE ALONG THE NORTH LINE OF SAID SECTION 23 N88°24'51"E 264.75 FEET; THENCE S01°27'28"E 35.00 FEET; THENCE S88°24'51"W 10.17 FEET TO THE POINT OF BEGINNING OF EASEMENT 1.

THENCE S01°18'15"E 99.21 FEET;
 THENCE S28°28'23"W 11.64 FEET;
 THENCE S54°25'34"E 3.19 FEET;
 THENCE S32°45'28"W 56.84 FEET;
 THENCE S01°01'18"E 319.80 FEET;
 THENCE S89°23'40"W 125.29 FEET;
 THENCE N00°35'07"W 403.48 FEET;
 THENCE S89°33'40"W 60.13 FEET;
 THENCE N00°25'59"W 71.17 FEET;
 THENCE N88°24'51"E 15.00 FEET;
 THENCE S00°25'59"E 56.47 FEET;
 THENCE N89°33'40"E 60.09 FEET;
 THENCE S00°35'07"E 39.18 FEET;
 THENCE N89°24'53"E 40.23 FEET;
 THENCE S00°35'07"E 15.00 FEET;
 THENCE S89°24'53"W 40.23 FEET;
 THENCE S00°35'07"E 349.26 FEET;
 THENCE N89°23'40"E 59.59 FEET;
 THENCE N00°36'20"W 146.52 FEET;
 THENCE N46°14'26"W 16.91 FEET;
 THENCE S88°57'40"W 27.52 FEET;
 THENCE N01°00'37"W 86.01 FEET;
 THENCE N88°59'55"E 28.31 FEET;
 THENCE N44°10'40"E 16.91 FEET;
 THENCE N00°36'59"W 71.10 FEET;
 THENCE N43°54'01"E 67.75 FEET;
 THENCE S54°25'34"E 21.51 FEET;
 THENCE N28°28'23"E 5.78 FEET;
 THENCE N01°18'15"W 95.14 FEET;
 THENCE N88°24'51"E 15.00 FEET; TO THE POINT OF BEGINNING

Line Table		
Line #	Direction	Length
L1	S01°18'15"E	99.21'
L2	S28°28'23"W	11.64'
L3	S54°25'34"E	3.19'
L4	S32°45'28"W	56.84'
L5	S01°01'18"E	319.80'
L6	S89°23'40"W	125.29'
L7	N00°35'07"W	403.48'
L8	S89°33'40"W	60.13'
L9	N00°25'59"W	71.17'
L10	N88°24'51"E	15.00'
L11	S00°25'59"E	56.47'
L12	N89°33'40"E	60.09'
L13	S00°35'07"E	39.18'
L14	N89°24'53"E	40.23'
L15	S00°35'07"E	15.00'

Line Table		
Line #	Direction	Length
L16	S89°24'53"W	40.23'
L17	S00°35'07"E	349.26'
L18	N89°23'40"E	59.59'
L19	N00°36'20"W	146.52'
L20	N46°14'26"W	16.91'
L21	S88°57'40"W	27.52'
L22	N01°00'37"W	86.01'
L23	N88°59'55"E	28.31'
L24	N44°10'40"E	16.91'
L25	N00°36'59"W	71.10'
L26	N43°54'01"E	67.75'
L27	S54°25'34"E	21.51'
L28	N28°28'23"E	5.78'
L29	N01°18'15"W	95.14'
L30	N88°24'51"E	15.00'

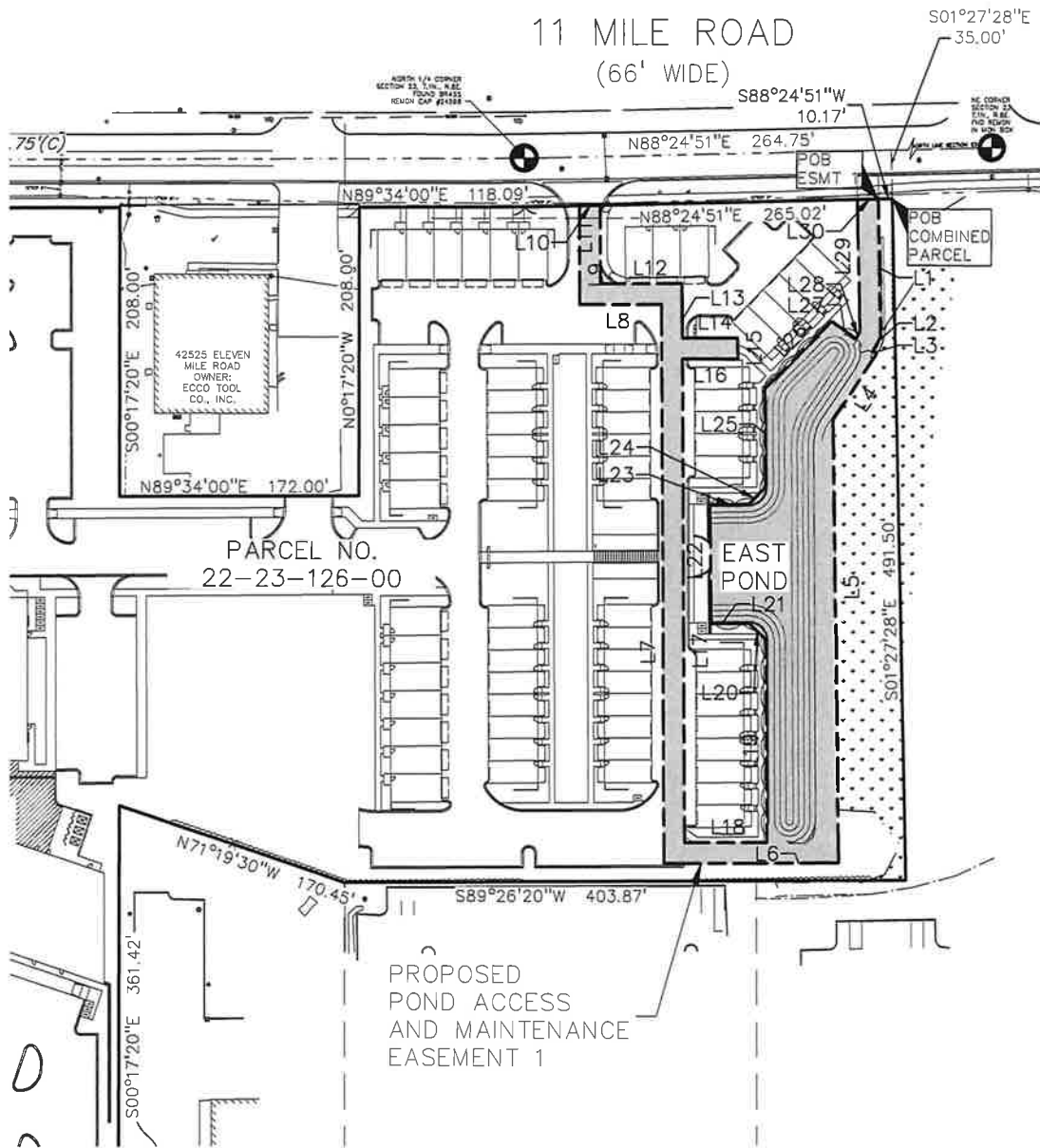
**EXHIBIT D
POND ACCESS AND MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION**



0 50 100
SCALE: 1" = 100'



**EXHIBIT D
POND ACCESS AND MAINTENANCE EASEMENT
SKETCH AND DESCRIPTION**



0 50 100
SCALE: 1" = 100'



SAKURA NOVI, LLC
350 OLD WOODWARD AVE., SUITE 300
BIRMINGHAM, AL 35202

SHEET 2 OF 2
January 18, 2024
2018-033

**PEA
GROUP**

P: 844.813.2949
www.peagroup.com

June 20, 2025

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

Re: Sakura - Acceptance Documents Review #6
Novi # JSP22-0009
SDA Job No. NV23-205
FINAL DOCUMENTS – APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on June 17, 2025 against the Final Site Plan dated November 16, 2023. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed on 1/17/2024: exhibit dated 1/3/2024)
Exhibits Approved
2. On-Site Sanitary Sewer Easement
(executed on 1/17/2024: exhibit dated 11/8/2023)
Exhibits Approved
3. On-Site Sanitary Sewer Monitoring Manhole Easement
Included in On-Site Sanitary Sewer Easement
4. Storm Drainage Facility / Maintenance Easement Agreement
(executed on 1/17/2024: exhibit dated 1/18/2024)
Exhibits Approved
5. Sidewalk Easement
(executed on 1/17/2024: exhibit dated 6/21/2023)
Exhibits Approved
6. Bills of Sale: Sanitary Sewer System and Water Supply System
(executed 01-17-2024)
Exhibits Approved
7. Full Unconditional Waivers of Lien from contractors installing public utilities
(executed on 1/23/2024)
Exhibit Approved
8. Sworn Statement signed by Developer
(executed on 1/24/2024)
Exhibit Approved

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.

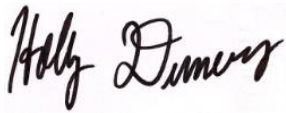
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated August 21, 2023 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact our 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
Gregory Bono/Russ Nuffer, Applicant

September 20, 2024

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

Re: Sakura Novi
Storm Water Detention System Inspection
Novi SP No.: JSP22-0009
SDA Job No.: NV23-205

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including storm sewer piping, detention basins 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

Ted Meadows Digitally signed by Ted Meadows
Date: 2024.09.20 17:01:36 -04'00'

Ted Meadows
Vice President/Senior Project Manager

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)
Russ Nuffer, Roberston Brothers (e-mail)
SDA CE Job File