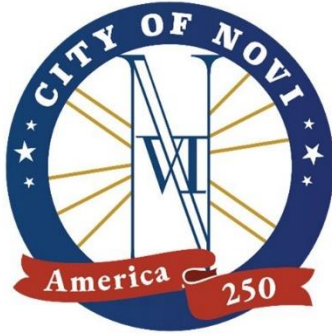




CITY OF NOVI CITY COUNCIL August 31, 2026

SUBJECT: Acceptance of a Pedestrian Plaza Easement associated with Michigan CAT, for property located east of Novi Road, north of Ten Mile Road.

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- The Planning Commission approved the site plan to allow the construction of a new pump and shore storage yard.
- The project is also subject to a PRO Agreement, approved by City Council on February 27, 2023.
- City Council is asked to accept an easement to allow public use of the plaza amenity.

BACKGROUND INFORMATION:

The applicant, Tarbert Properties, received site plan approval to construct their pump and shore equipment storage yard. The Planning Commission approved the Preliminary Site Plan, Woodland Permit and Stormwater Management Plan on January 10, 2024.

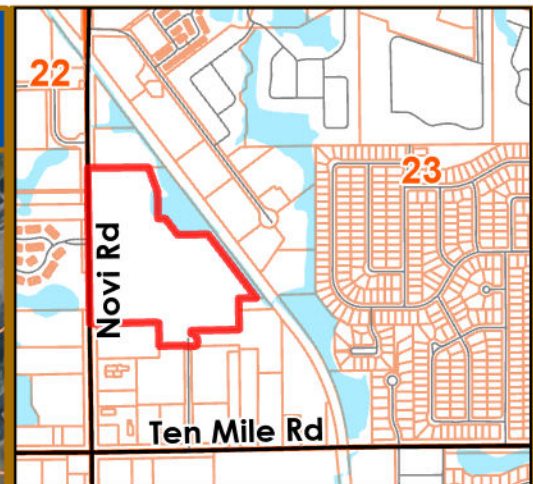
As a benefit to the public, the applicant offered to provide a historical marker and a pedestrian plaza along their Novi Road frontage as part of their Planned Rezoning Overlay Agreement (Liber 58648, Page 62): "Developer shall grant the City an easement for public use of the pedestrian plaza, which plaza shall continue to be operated, maintained, and replaced by Developer." The proposed plaza area, shown in Exhibit B of the easement document, illustrates the easement area along Novi Road on the west side of the property totaling approximately 218 square feet.

The easement has been reviewed by the City's professional staff and consultants. The easement is in a form acceptable to the City Attorney's office for acceptance by the City Council.

RECOMMENDED ACTION: Acceptance of a Pedestrian Plaza Easement associated with JSP23-47 Michigan CAT, for property located east of Novi Road, north of Ten Mile Road.

MAP
Location Map with
Easement Areas

JSP23-0047 MI CAT PUMP & SHORE YARD



 Sections



City of Novi

Dept. of Community Development
Novi City Hall
45175 Ten Mile Rd
Novi, MI 48375
cityofnovi.org

0 80 160 320 Feet
1 inch = 241.5 feet

Map Author: Lindsay Bell
Date: 8/18/26
Project: MI CAT
Version #: 1



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.

EXECUTED EASEMENT

PEDESTRIAN PLAZA EASEMENT

THIS PEDESTRIAN PLAZA EASEMENT is made this ____ day of _____, 2026, by and between Tarbert Properties, LLC, an Indiana limited liability company, whose address is 6300 Southeastern Avenue, Indianapolis IN, 46203 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 23 of the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received PRO Plan approval and entered into a Planned Rezoning Overlay Agreement ("PRO Agreement") dated March 20, 2023, recorded at Liber 58648, Page 62, Oakland County Records, for construction of an outdoor storage yard for construction equipment to be used in MI CAT's shore an pump operations.
- B. The PRO Agreement requires, among other things, that Owner shall install a pedestrian plaza with a bench and six foot clear path access from the Novi Road sidewalk as shown on the PRO Plan, and shall grant the City an easement for public use of the pedestrian plaza, said pedestrian plaza shall continue to be operated, maintained, and replaced when necessary by Owner.
- C. Owner has completed construction of the pedestrian plaza and now seeks to grant the required public pedestrian plaza easement to the City.

NOW, THEREFORE, the Owner hereby grants the City an easement for the purposes of allowing public access and use of the pedestrian plaza ("Pedestrian Plaza Easement Area") described and depicted in Exhibit B, and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair the pedestrian plaza within the Pedestrian Plaza Easement Area to ensure that it continues to function as intended and complies with the requirements of the approved final site plan for the development. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities

and areas to ensure that the physical condition and intended function of such areas and facilities shall be preserved and maintained.

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 Pedestrian Plaza Easement Area and the improvements therein, 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 an agreed upon 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 as agreed to by the Owner and the City, no reasonable request by the Owner shall be denied. 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 and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the Pedestrian Plaza Easement Area and the improvements therein 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 pedestrian plaza which is the subject of this Agreement except the City shall be solely responsible for any and all losses, damages, costs, claims and actions, including court costs and attorneys' fees, relating any in way from the City and/or the City's contractor conducting work on said Property.

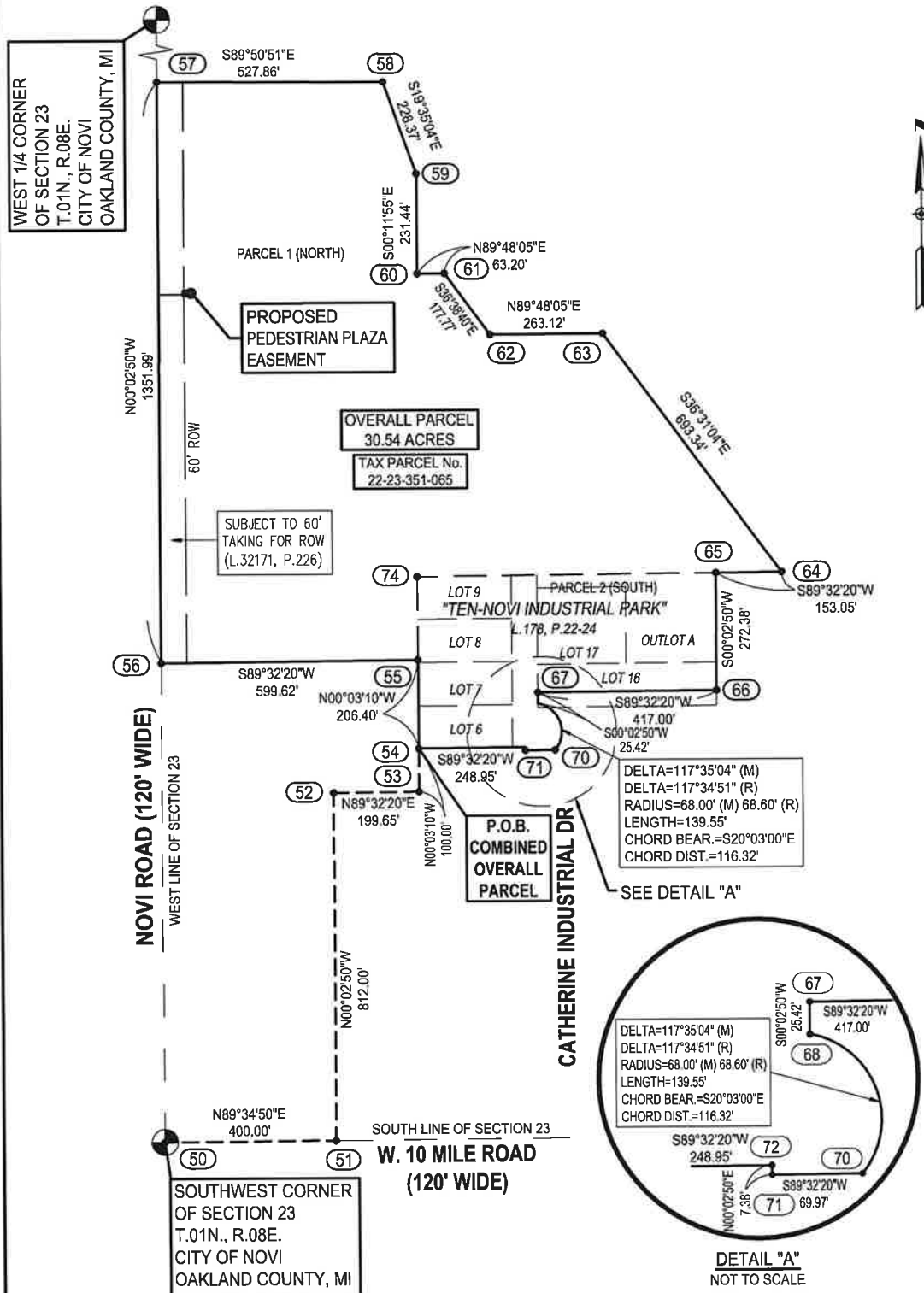
The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

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.

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

Drafted by: Elizabeth Kudla Saarela Rosati, Schultz, Joppich, & Amtsbeuchler, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331	And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 W. Ten Mile Rd Novi, MI 48375
--	--

EXHIBIT A PEDESTRIAN PLAZA EASEMENT



NOTE: PARENT PARCEL INFORMATION WAS RETRACED FROM FURNISHED DOCUMENTS BY BERGMANN ASSOCIATES. NO FIELD SURVEY WAS PERFORMED BY SPALDING DeDECKER.

Plotted: May 6, 2026, 2:45 PM by user: 510 - Saved: 5/6/2026 by user: 510
J:\SM\SM26054 - Novi Michigan CAT\DWG\SM26054EAS-C.dwg

SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307

Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: S.BROWN	DATE: 05-06-26
CHECKED: K.SIROIS	DATE: 05-06-26
MANAGER: M.DeDECKER	SCALE: 1" = 300'
JOB No. SM26054	SHEET: 1 OF 2
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI OAKLAND COUNTY, MI	

EXHIBIT A

PEDESTRIAN PLAZA EASEMENT

PARCEL LEGAL DESCRIPTIONS

SOURCE: PROVIDED BY CLIENT

PARCEL 1 (NORTH)

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 23; THENCE S03°10'28"E 165.44 FEET ALONG THE WEST LINE OF SAID SECTION 23, BEING APPROXIMATE CENTERLINE OF NOVI ROAD (120' WIDE RIGHT-OF-WAY) TO THE POINT OF BEGINNING; THENCE N87°01'31"E 527.86 FEET; THENCE S22°42'42"E 228.37 FEET; THENCE S03°19'33"E 231.34 FEET; THENCE N86°40'27"E 63.20 FEET; THENCE S39°46'18"E 177.77 FEET; THENCE N86°40'27"E 263.12 FEET; S39°38'42"E 693.34 FEET ALONG AND IN PART ON THE "TEN NOVI INDUSTRIAL PARK SUBDIVISION." (L. 178 OF PLATS, PAGE 22, OAKLAND COUNTY RECORDS); THENCE S86°24'42"W 849.70 FEET ALONG AND IN PART OF SAID "TEN NOVI INDUSTRIAL PARK SUBDIVISION"; THENCE S03°10'48"E 193.60 FEET; THENCE S86°24'42"W 599.62 FEET, TO THE WEST LINE OF SAID SECTION 23; THENCE N03°10'28"W 1351.89 FEET, ALONG THE WEST LINE OF SAID SECTION 23, TO THE POINT OF BEGINNING.

PARCEL 2 (SOUTH)

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, INCLUDING LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A OF "TEN-NOVI INDUSTRIAL PARK" A SUBDIVISION AS RECORDED IN LIBER 178, OF PLATS, PAGES 22, 23 AND 24 OAKLAND COUNTY RECORDS.

COMBINED OVERALL PARCEL LEGAL DESCRIPTION

TAX PARCEL ID NO. 22-23-351-065

SOURCE: OAKLAND COUNTY EQUALIZATION

PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, INCLUDING LOTS 6 TO 9 INCLUSIVE, ALSO VACATED ROAD ADJACENT TO SAME, ALSO PART OF LOTS 15 AND 16, ALSO ALL OF LOT 17, ALSO OUTLOT A OF "TEN-NOVI INDUSTRIAL PARK" A SUBDIVISION AS RECORDED IN LIBER 178, OF PLATS, PAGES 22, 23 AND 24 OAKLAND COUNTY RECORDS BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID "TEN-NOVI INDUSTRIAL PARK", SAID POINT BEING DISTANT NORTH 89 DEGREES 34 MINUTES 50 SECONDS EAST 400.00 FEET AND NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 812.00 FEET AND NORTH 89 DEGREES 32 MINUTES 20 SECONDS EAST 199.65 FEET AND NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 100.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST 206.40 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST TO A POINT ON THE WEST LINE OF SAID SECTION 23, 599.62 FEET; THENCE ALONG THE WEST LINE OF SAID SECTION 23 AND CENTERLINE OF NOVI ROAD (120 FEET WIDE) NORTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 1351.99 FEET (REC. AS 1351.89 FEET); THENCE SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST 527.86 FEET; THENCE SOUTH 19 DEGREES 35 MINUTES 04 SECONDS EAST 228.37 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 231.44 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS EAST 63.20 FEET; THENCE SOUTH 36 DEGREES 38 MINUTES 40 SECONDS EAST 177.77 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 05 SECONDS EAST 263.12 FEET; THENCE SOUTH 36 DEGREES 31 MINUTES 04 SECONDS EAST 693.34 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 153.05 FEET TO THE NORTHEAST CORNER OF SAID "TEN-NOVI INDUSTRIAL PARK"; THENCE IN PART ALONG THE EAST LINE OF SAID SUBDIVISION SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 272.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 417.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 50 SECONDS WEST 25.42 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 68.00 FEET (REC. AS 68.60 FEET), CENTRAL ANGLE 117 DEGREES 35 MINUTES 04 SECONDS (REC. AS 117 DEGREES 34 MINUTES 51 SECONDS), AN ARC LENGTH OF 139.55 FEET, WHOSE LONG CHORD BEARS SOUTH 20 DEGREES 03 MINUTES 00 SECONDS EAST 116.32 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 69.97 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 50 SECONDS EAST 7.38 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 20 SECONDS WEST 248.95 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO DECLARATION OF TAKING RECORDED IN LIBER 32171, PAGE 226, OAKLAND COUNTY RECORDS FOR THE WESTERLY 60.00 FEET OF PARCEL 50-22-23-351-059 (NOVI ROAD 120 FEET WIDE) AND ALL OTHER EASMENTS AND RESTRICTIONS OF RECORD AS THEY MAY AFFECT SAID LAND AND CONTAINING 30.54 ACRES OF LAND MORE OR LESS

NOTE: PARCEL LEGAL DESCRIPTIONS FURNISHED BY BERGMANN ASSOCIATES.

Plotted: May 6, 2026, 3:33 PM by user: 510 -- Saved: 5/6/2026 by user: 510
J:\SM\26054 - Novi Michigan CAT\DWG\SM26054EAS-C2.dwg



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307

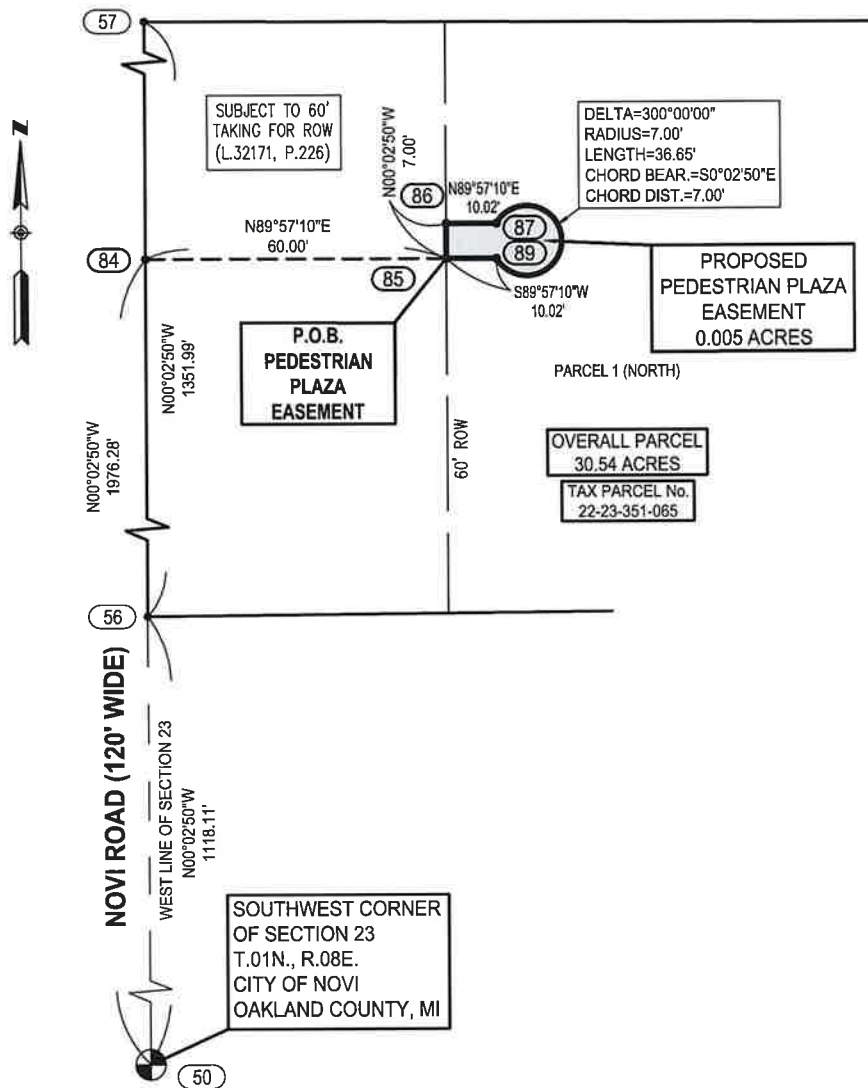
Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: S.BROWN	DATE: 05-06-26
CHECKED: K.SIROIS	DATE: 05-06-26
MANAGER: M.DeDECKER	SCALE: N/A
JOB No. SM26054	SHEET: 2 OF 2
SECTION 23 TOWN 01 NORTH RANGE 08 EAST	
CITY OF NOVI	OAKLAND COUNTY, MI

EXHIBIT B

PEDESTRIAN PLAZA EASEMENT



PEDESTRIAN PLAZA EASEMENT DESCRIPTION

A PEDESTRIAN PLAZA EASEMENT LOCATED IN AND BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N00°02'50\"W 1976.28 FEET ALONG THE WEST LINE OF SAID SECTION 23; SAID WEST LINE ALSO BEING THE NOMINAL CENTERLINE OF NOVI ROAD (120 FEET WIDE); THENCE N89°57'10\"E 60.00 FEET TO THE POINT OF BEGINNING; THENCE N00°02'50\"W 7.00 FEET; THENCE N89°57'10\"E 10.02 FEET; THENCE 36.65 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 7.00 FEET, CENTRAL ANGLE OF 300°00'00\" AND A LONG CHORD BEARING S00°02'50\"E 7.00 FEET; THENCE S89°57'10\"W 10.02 TO THE POINT OF BEGINNING.

EASEMENT CONTAINING 219.66 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

BEARINGS BASED ON NORTH LINE OF \"TEN-NOVI INDUSTRIAL PARK\" SUB. - N89°32'20\"E

Plotted: May 6, 2026, 3:33 PM by user: 510 - Saved: 5/6/2026 by user: 510
J:\SM\26054 - Novi Michigan CAT\DWG\SM26054EAS-C2.dwg



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East
Rochester Hills, MI 48307

Phone: (248) 844-5400
Fax: (248) 844-5440

www.sda-eng.com

DRAWN: S.BROWN

DATE: 05-06-26

CHECKED: K.SIROIS

DATE: 05-06-26

MANAGER: M.DeDECKER

SCALE: 1\" = 30'

JOB No. SM26054

SHEET: 1 OF 1

SECTION 23 TOWN 01 NORTH RANGE 08 EAST

CITY OF NOVI

OAKLAND COUNTY, MI

ATTORNEY'S APPROVAL LETTER

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

June 15, 2026

Lindsay Bell, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: MI CAT Pump and Shore Maintenance Yard JSP23-0047
Pedestrian Plaza Easement and Emergency Access Easement

Dear Ms. Bell:

We have received and reviewed the following documents in connection with the MI CAT Pump and Shore Maintenance Yard development:

- Pedestrian Plaza Easement (***Approved***)
- Emergency Access Easement (***Approved***)
- License Agreement – Fence (***Approved***)

We have the following comments:

Pedestrian Plaza Easement

The Pedestrian Plaza Easement is acceptable as proposed subject to the review and approval of the Exhibits by the City Planner and Engineering.

Emergency Access Easement

The Emergency Access Easement is acceptable as proposed subject to the review and approval of the Exhibits by the City Planner and Engineering.

License Agreement - Fence

The License Agreement for the placement of fence over the City's sanitary sewer system is acceptable as proposed subject to the review and approval of the Exhibits by Engineering.

Once all exhibits have been approved, the Pedestrian Plaza and Emergency Access Easements may be placed on an upcoming City Council Agenda for acceptance. The License Agreement may be approved and signed by the City Engineer. All 3 documents should be recorded with the Oakland County Register of Deeds in the usual manner.

Lindsay Bell, City Planner
City of Novi
June 15, 2026
Page 2

Should you have any questions or concerns relating to the issues set forth above, please feel free to contact me in that regard.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Stacey Choi, Planning Assistant
Ben Croy, City Engineer
Humna Anjum, Project Engineer
Kate Purpura, Project Engineer
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Joe Dunaway and Brett Roland, MacAllister Family Companies
Thomas R. Schultz, Esquire

ENGINEERING CONSULTANT'S APPROVAL LETTER

June 1, 2026

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

Re: MI CAT Pump and Shore Maintenance Yard - Planning Documents Review #4
Novi # JSP23-0047
SDA Job No. NV25-215
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following documents received by our office on May 28, 2026 against the Final Stamping Set plan dated June 10, 2025. We offer the following comments:

Planning Acceptance Documents:

1. Pedestrian Plaza Easement – (executed 05-13-26; exhibits dated 05-06-26)
Exhibits Approved
2. Woodland Conservation Easement – (executed 05-13-26; exhibits dated 05-06-26)
Exhibits Approved

The exhibits were found to be acceptable pending legal review. Revised exhibits may be submitted in PDF format to Stacey Choi at schoi@cityofnovi.org.

Sincerely,

SPALDING DEDECKER

Sydney Waynick
Construction Engineer

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