

CITY OF NOVI CITY COUNCIL
JUNE 8, 2026

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for El Car Wash I located on the north side of Grand River Avenue south of Twelve Mile Road (parcel 50-22-17-126-006).

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 a privately owned on-site detention basin.

BACKGROUND INFORMATION:

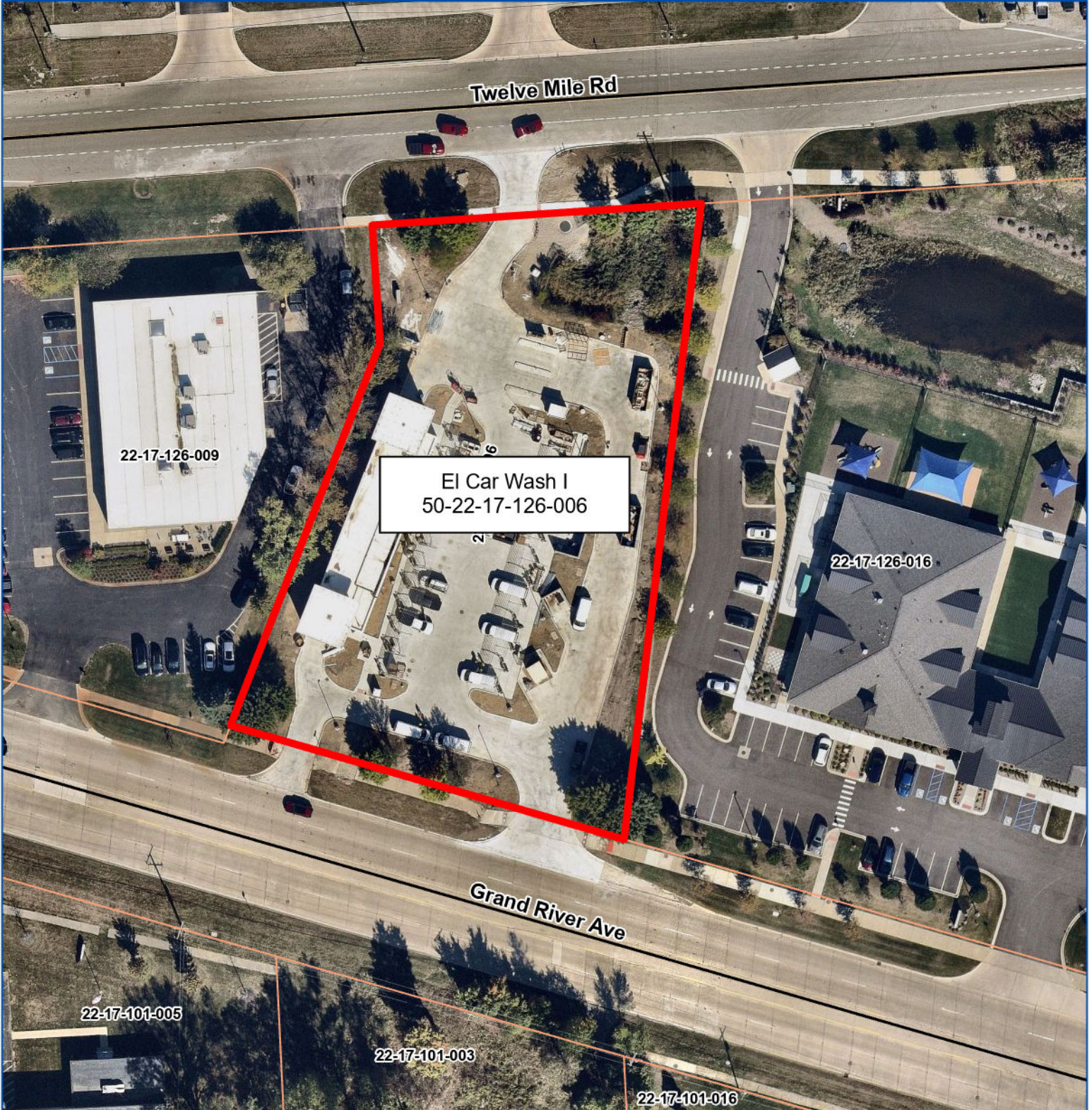
El Car Wash I is located on the north side of Grand River Avenue south of Twelve Mile Road. El Car Wash I requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

Spalding DeDecker has inspected the on-site stormwater maintenance system. The inspection approval letter dated November 13, 2025, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, November 19, 2024 and February 5, 2026) and the City Engineering consultant (Spalding DeDecker, October 30, 2024) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for El Car Wash I located on the north side of Grand River Avenue south of Twelve Mile Road (parcel 50-22-17-126-006).

El Car Wash I SDFMEA

Location Map



Legend

- Major Road
- Tax Parcels
- Subject Parcel



Feet

0 30 60 120

Map Author: Kate Purpura
Map Print Date: 11/24/2025

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

November 19, 2024

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

**RE: El Car Wash JSP 23-0041 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 El Car Wash Development. The Storm Drainage Facility Maintenance Easement Agreement is in the City's standard format and is acceptable as provided. Subject to the City's Consulting Engineer's review and approval of 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. The first page of the Agreement should be copied on to 8 ½ by 14 size paper to create a larger top margin for recording purposes.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a horizontal line.

Elizabeth Kudla Saarela

Enclosure
CC: (w/Enclosures)

Ben Croy, City Engineer
City of Novi
November 19, 2024
Page 2

Cortney Hanson, Clerk
Charles Boulard, Community Development Director
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Milad Alesmail, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2024, by and between El Car Wash MI Novi, LLC, a Delaware limited liability company, whose address is c/o Alrig USA, 30200 Telegraph Road, Suite 205, Bingham Farms, MI 48025 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

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

- A. Owner is the owner and developer of a certain parcel of land situated in Section 17 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 an express tunnel car wash development on the Property.

- B. The express tunnel car wash development shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached Exhibit B.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the

Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit C**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The Owner, its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

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

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

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

EL CAR WASH MI NOVI, LLC,
a Delaware limited liability company

OWNER

[Signature]

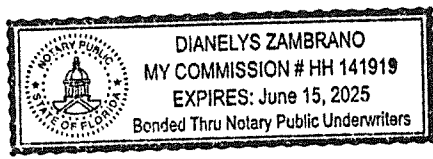
Justin Landau

By: _____

Its: CO-CEO

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 3 day of September, 2024
by Justin Landau, as the CO-CEO of El Car Wash MI Novi, LLC.



[Signature]

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 6/15/2025

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 _____ 201____, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:
Anthony Shapiro, Esq.
Polsinelli PC
150 N Riverside Plaza, 3000
Chicago, IL 60606

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 Ten Mile Rd
Novi, MI 48375

EXHIBIT A

Land situated in the City of Novi, County of Oakland, State of Michigan, described as follows:

PARCEL A:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as commencing at the Northwest corner of said Section 17; thence East, along the North line of said Section and centerline of 12 Mile Road, 1703.14 feet; thence South 60.00 feet to the Southerly right of way line of 12 Mile Road for a point of beginning; thence East, along said right of way line, 175.00 feet; thence South 10 degrees 41 minutes 18 seconds West, 209.01 feet; thence North 70 degrees 04 minutes 59 seconds West, 184.62 feet; thence North 25 degrees 08 minutes East, 87.92 feet; thence North 62.90 feet to the point of beginning.

PARCEL B:

Part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, described as commencing at the Northwest corner of said Section 17; thence East, along the North line of said Section and centerline of 12 Mile Road, 1703.14 feet; thence South 122.90 feet; thence South 25 degrees 08 minutes West, 87.92 feet to the point of beginning; thence South 70 degrees 04 minutes 59 seconds East, 184.62 feet; thence South 10 degrees 41 minutes 18 seconds West, 141.25 feet to the Northerly right of way line of Grand River Avenue; thence North 70 degrees 04 minutes 59 seconds West along said right of way line 220.00 feet; thence North 25 degrees 08 minutes East, 140.00 feet to the point of beginning, EXCEPTING THEREFROM: A part of the Northwest 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan: More particularly described as commencing at the Northwest corner of said Section 17, thence North 86 degrees 13 minutes 50 seconds East 1703.14 feet along the North line of said Section 17 and the centerline of 12 Mile Road and South 03 degrees 46 minutes 10 seconds East 60.00 feet, to the Southerly line of 12 Mile Road; thence North 86 degrees 13 minutes 50 seconds East 175.00 feet; thence South 06 degrees 55 minutes 08 seconds West 340.13 feet to the Northerly 60 foot Right-of-Way line of Grand River Avenue point of beginning; thence South 06 degrees 55 minutes 08 seconds West 10.13 feet; thence North 73 degrees 51 minutes 09 seconds West 220.00 feet; thence North 21 degrees 21 minutes 50 seconds East 10.04 feet; thence South 73 degrees 51 minutes 09 seconds East 217.46 feet to the point of beginning.

EXHIBIT B

(attached)

EXHIBIT "B" - STORM DRAINAGE FACILITY MAINTENANCE AGREEMENT

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit D to the permit and includes without limitation the storm sewers, trench drain, catch basins, manholes, inlets, manufactured treatment system, above ground detention basin, flow restrictor structure and outlet pipe that conveys flow from the detention system into the 12 Mile Road storm system. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit D is referred to as "El Carwash Novi SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

El Car Wash MI Novi, LLC is responsible for maintaining the EL Carwash Novi SWMS including complying with applicable requirements of the local or Oakland County soil erosion and sedimentation control program until Oakland County releases the construction permit. Long-term maintenance responsibility for the El Carwash Novi SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Novi has assumed responsibility for long-term maintenance of El Carwash Novi SWMS. El Car Wash MI Novi, LLC, through a maintenance agreement with the City of Novi, has agreed to perform the maintenance activities required by this plan. The City of Novi retains the right to enter the property and perform the necessary maintenance of El Carwash Novi SWMS if El Car Wash MI Novi, LLC fails to perform the required maintenance activities.

To ensure that the El Carwash Novi SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit D), this plan (Exhibit B), the ingress/egress easement area (Exhibit C), and the storm drainage facility maintenance easement agreement between the City of Novi and the property owner will be recorded with the Oakland County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Trench Drain, Catch Basins, Manholes)	Inlets to Detention Basin	Above Ground Detention Basin	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	FREQUENCY	Cost per Occurrence
Monitoring / Inspection								
Inspect for Sediment Accumulation/Clogging	X	X	X	X			Annually	\$25.00
Inspect for Floatables, Dead Vegetation & Debris	X	X	X	X			Annually & After Major Events	\$25.00
Inspect for Erosion And Integrity of System	X	X	X	X			Annually & After Major Events	\$25.00
Ensure Maintenance Access Remain Open/Clear	X	X	X	X			Annually	\$25.00
Preventative Maintenance								
Remove Accumulated Sediments	X	X	X	X			As Needed (See Note Below)	\$50.00
Remove Floatables, Debris, Invasive & Dead Vegetation	X						As Needed	\$50.00
Sweeping of Paved Surfaces						X	As Needed	\$25.00
Remedial Actions								
Repair/Stabilize Areas of Erosion	X	X	X	X			As Needed	\$200.00
Structural Repairs	X	X	X	X			As Needed	\$500.00
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X			As Needed	\$200.00
<i>*Costs shown are estimated and are to be used for planning and budgeting purposes only.</i>							Total Annual Budget	\$1,125.00

NOTE: Manufactured treatment system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT: El Carwash Novi 48648 Grand River Ave City of Novi Oakland County, MI 48374	PROPERTY OWNER: El Car Wash MI Novi, LLC 30200 Telegraph Road, Suite 205 Bingham Farms, MI 48205 Phone: (248) 646-9999	ENGINEER: Stonefield Engineering & Design, LLC 555 S. Old Woodward Ave Suite 12L Birmingham, MI 48009 Phone: (248) 247-1115 www.stonefieldeng.com	DATE: 09/11/2024 SHEET 1 OF 1
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EXHIBIT C

(attached)

EXHIBIT

PROPERTY DESCRIPTION:

SEE SHEET 2 OF 2

STORM BASIN EASEMENT DESCRIPTION:

SEE SHEET 2 OF 2

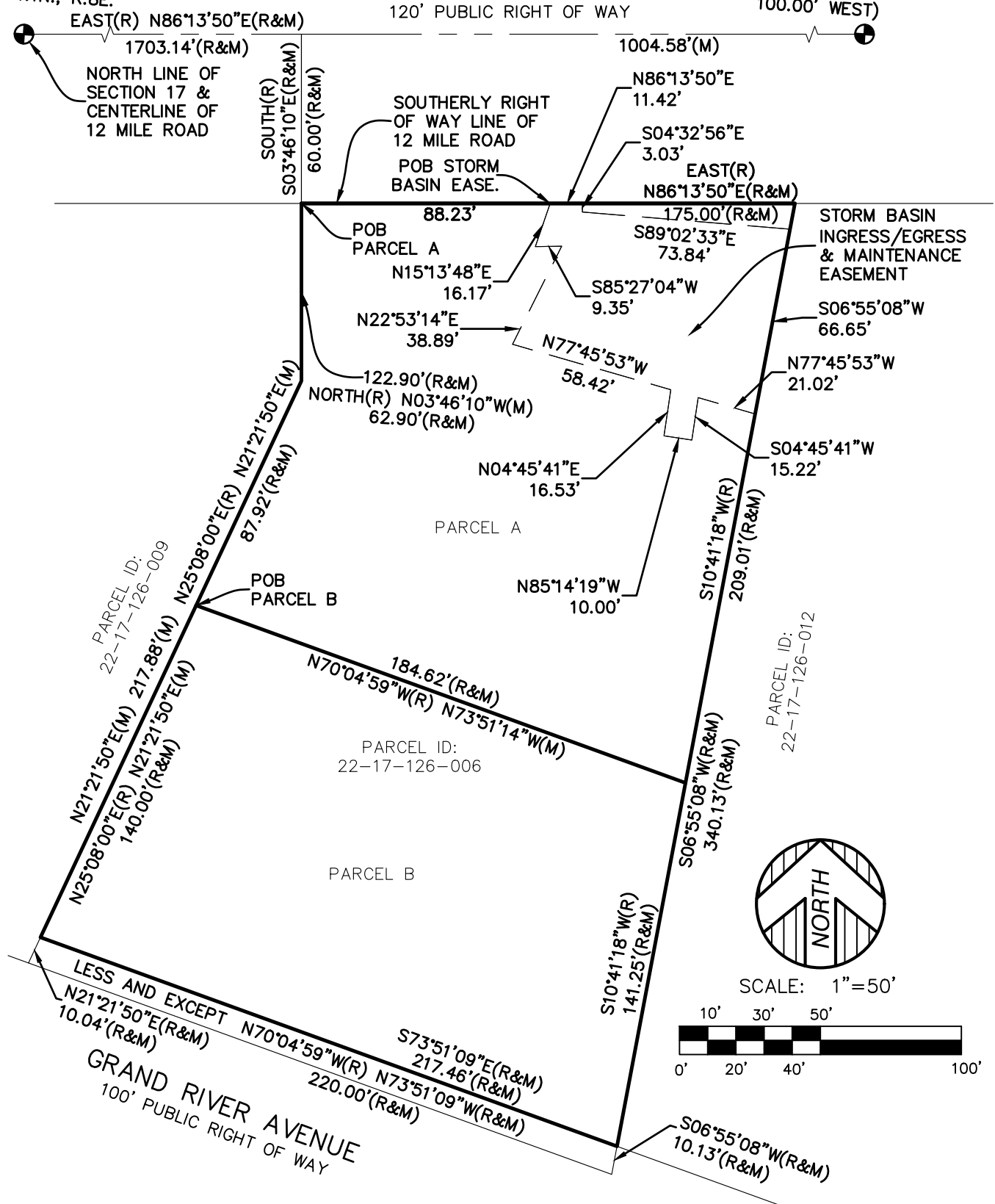
LEGEND

- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION


NORTH 1/4
CORNER OF
SECTION 17
T.1N., R.8E.
(FOUND
REFERENCE
MONUMENT
100.00' WEST)

POINT OF
COMMENCEMENT
NORTHWEST
CORNER OF
SECTION 17
T.1N., R.8E.

TWELVE MILE ROAD
120' PUBLIC RIGHT OF WAY



9/10/24 – REVISION PER REVIEW COMMENTS

 PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES			
A GROUP OF COMPANIES			
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www.kemtecagroupofcompanies.com			
PREPARED TO: STONEFIELD ENGINEERING AND DESIGN			
FIELD SURVEY: N/A		DATE: SEPTEMBER 03, 2024	
DRAWN BY: JDM		SHEET: 1 OF 2	
SCALE: 1" = 50'		JOB NO.: 23-01737	

EXHIBIT

PROPERTY DESCRIPTION:

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PARCEL A:

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION AND CENTERLINE OF 12 MILE ROAD, 1703.14 FEET; THENCE SOUTH 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 12 MILE ROAD FOR A POINT OF BEGINNING; THENCE EAST, ALONG SAID RIGHT OF WAY LINE, 175.00 FEET; THENCE SOUTH 10 DEGREES 41 MINUTES 18 SECONDS WEST, 209.01 FEET; THENCE NORTH 70 DEGREES 04 MINUTES 59 SECONDS WEST, 184.62 FEET; THENCE NORTH 25 DEGREES 08 MINUTES EAST, 87.92 FEET; THENCE NORTH 62.90 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION AND CENTERLINE OF 12 MILE ROAD, 1703.14 FEET; THENCE SOUTH 122.90 FEET; THENCE SOUTH 25 DEGREES 08 MINUTES WEST, 87.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 70 DEGREES 04 MINUTES 59 SECONDS EAST, 184.62 FEET; THENCE SOUTH 10 DEGREES 41 MINUTES 18 SECONDS WEST, 141.25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRAND RIVER AVENUE; THENCE NORTH 70 DEGREES 04 MINUTES 59 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 220.00 FEET; THENCE NORTH 25 DEGREES 08 MINUTES EAST, 140.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM: A PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN: MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17, THENCE NORTH 86 DEGREES 13 MINUTES 50 SECONDS EAST 1703.14 FEET ALONG THE NORTH LINE OF SAID SECTION 17 AND THE CENTERLINE OF 12 MILE ROAD AND SOUTH 03 DEGREES 46 MINUTES 10 SECONDS EAST 60.00 FEET, TO THE SOUTHERLY LINE OF 12 MILE ROAD; THENCE NORTH 86 DEGREES 13 MINUTES 50 SECONDS EAST 175.00 FEET; THENCE SOUTH 06 DEGREES 55 MINUTES 08 SECONDS WEST 340.13 FEET TO THE NORTHERLY 60 FOOT RIGHT-OF-WAY LINE OF GRAND RIVER AVENUE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 55 MINUTES 08 SECONDS WEST 10.13 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 09 SECONDS WEST 220.00 FEET; THENCE NORTH 21 DEGREES 21 MINUTES 50 SECONDS EAST 10.04 FEET; THENCE SOUTH 73 DEGREES 51 MINUTES 09 SECONDS EAST 217.46 FEET TO THE POINT OF BEGINNING.

STORM BASIN INGRESS/EGRESS & MAINTENANCE EASEMENT DESCRIPTION:

A STORM BASIN EASEMENT SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 86 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION AND CENTERLINE OF 12 MILE ROAD, 1703.14 FEET; THENCE SOUTH 03 DEGREES 46 MINUTES 10 SECONDS EAST, 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 12 MILE ROAD; THENCE NORTH 86 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 88.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 86 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 11.42 FEET; THENCE SOUTH 04 DEGREES 32 MINUTES 56 SECONDS EAST, 3.03 FEET; THENCE SOUTH 89 DEGREES 02 MINUTES 33 SECONDS EAST, 73.84 FEET; THENCE SOUTH 06 DEGREES 55 MINUTES 08 SECONDS WEST, 66.65 FEET; THENCE NORTH 77 DEGREES 45 MINUTES 53 SECONDS WEST, 21.02 FEET; THENCE SOUTH 04 DEGREES 45 MINUTES 41 SECONDS WEST, 15.22 FEET; THENCE NORTH 85 DEGREES 14 MINUTES 19 SECONDS WEST, 10.00 FEET; THENCE NORTH 04 DEGREES 45 MINUTES 41 SECONDS EAST, 16.53 FEET; THENCE NORTH 77 DEGREES 45 MINUTES 53 SECONDS WEST, 58.42 FEET; THENCE NORTH 22 DEGREES 53 MINUTES 14 SECONDS EAST, 38.89 FEET; THENCE SOUTH 85 DEGREES 27 MINUTES 04 SECONDS WEST, 9.35 FEET; THENCE NORTH 15 DEGREES 13 MINUTES 48 SECONDS EAST, 16.17 FEET TO THE POINT OF BEGINNING.

9/10/24 – REVISION PER REVIEW COMMENTS



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PREPARED TO: STONEFIELD ENGINEERING AND DESIGN

FIELD SURVEY: N/A

DATE: SEPTEMBER 03, 2024

DRAWN BY: JDM

SHEET: 2 OF 2

SCALE: N/A

JOB NO.: 23-01737

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

February 5, 2026

Humna Anjum, Project Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: El Car Wash JSP23-42
Acceptance Documents**

Dear Ms. Anjum:

We have received and reviewed the following revised documents in connection with El Car Wash Project:

- Sanitary Manhole Access Easement (***Not Original***)
- Storm Drainage Facility Maintenance Easement Agreement (***Approved***)

We have the following comments:

We reviewed these documents to confirm that the originals as submitted are consistent with the copies of documents reviewed and approved by our office on November 19, 2024. The Storm Drainage Maintenance Agreement is acceptable, although it appears to be a replacement and not the same document.

The Sanitary Sewer Manhole Access Easement that is enclosed appears to be a copy. An original should be signed and submitted.

All documents, revisions and additional documents should be submitted through the City's Community Development Department.

Please feel free to contact me with any questions or concerns in regard to this matter.

Humna Anjum, Project Engineer
City of Novi
February 5, 2026
Page 2

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk
Barb McBeth, Planner
Lindsay Bell, Planner
Dan Commer, Planner
Diana Shanahan, Planner
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Kate Purpura, Project Engineer
Sydney Waynick & Ted Meadows, Spalding DeDecker
Alyssa Craigie, Administrative Assistant
Steven Barrett, sbarrett@alrigusa.com
Thomas R. Schultz, Esquire

October 30, 2024

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

Re: El Car Wash - Acceptance Documents Review #1
Novi # NV24-216
SDA Job No. JSP23-0041
INITIAL DOCUMENTS - APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on October 25, 2024 against the Final Site Plan (Stamping Set) approved on September 03, 2024. We offer the following comments:

Initial Acceptance Documents:

- 1. On-Site Sanitary Sewer Easement**
(executed 09-03-2024: exhibit dated 09-03-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Easement Description and Sketch) Approved
- 2. Storm Drainage Facility / Maintenance Easement Agreement**
(executed 09-03-2024: exhibit dated 09-03-2024)
Exhibit A (Parcel Description) Approved
Exhibit B (Schedule of Maintenance) Approved
Exhibit C (Ingress/Egress Easement Description and Sketch) Approved

Final Acceptance Documents

Upon completion of construction, the above easement descriptions will be reviewed against the as-built plans. Any revisions will be required as necessary. All documents must be completed using blue/black ink as the County will reject them otherwise.

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.

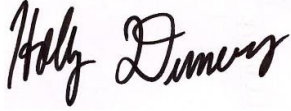
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated 06-14-2024 contains all documentation requirements necessary prior to construction and occupancy of the facility.

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

Sincerely,

SPALDING DEDECKER



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
Heather Zeigler, City of Novi
Ben Nelson, City of Novi
Milad Alesmail, City of Novi

November 13, 2025

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

Re: El Car Wash I
Storm Water Detention System Inspection
Novi SP No.: JSP23-0041
SDA Job No.: NV24-216

Dear Mrs. Anjum:

This letter serves to officially notify you that we have reviewed the status of the storm water detention systems including the storm sewer piping, detention basins, and outlet control structures for the above-referenced project. As a result of this review, we have determined the storm water detention system to be in general conformance with the approved construction plans and recommend 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

Digitally signed by Sydney Waynick
Date: 2025.11.13 16:28:49-05'00'

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
Patrick Gilson, Alrig USA