



**CITY OF NOVI CITY COUNCIL
DECEMBER 18, 2023**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Eight-Haggerty Venture LLC for Tappers Fine Jewelry located on the east side of Haggerty Road, north of Eight Mile Road (parcel 50-22-36-476-003).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION:

The developer of Tappers Fine Jewelry, Eight-Haggerty Venture LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

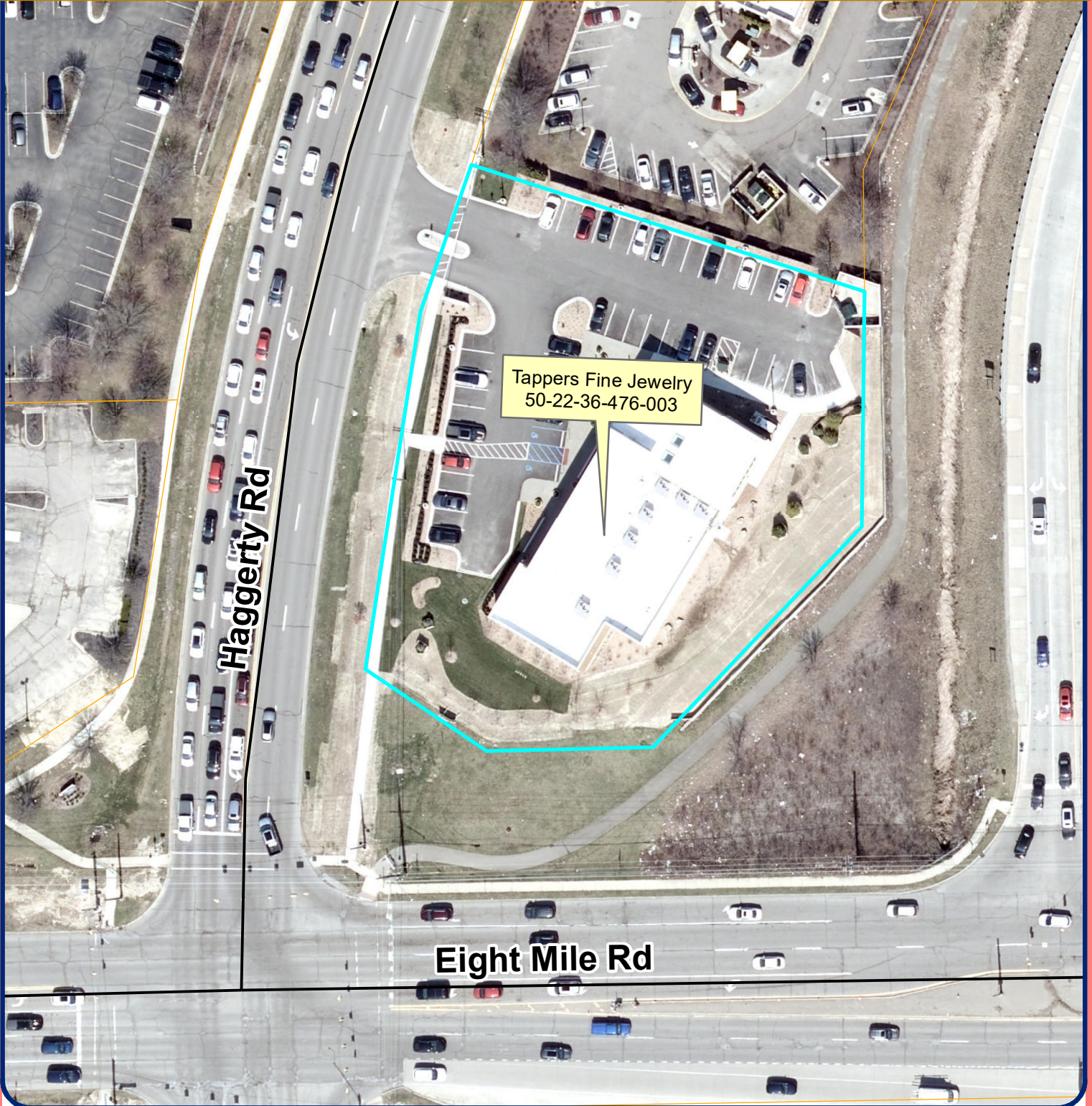
The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The on-site storm water maintenance system has been inspected by Spalding DeDecker. Attached is the inspection approval letter dated December 14, 2022. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, January 25, 2023) and the City Engineering consultant (Spalding DeDecker, January 24, 2023), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Eight-Haggerty Venture LLC for Tappers Fine Jewelry located on the east side of Haggerty Road, north of Eight Mile Road (parcel 50-22-36-476-003).

Tappers Fine Jewelry SDFMEA

Location Map



Tappers Fine Jewelry
50-22-36-476-003

Haggerty Rd

Eight Mile Rd

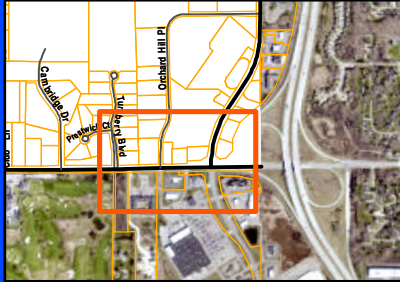
Map Author: Adam Yako
Date: 12/1/2023
Project: Tappers Fine Jewelry
Version: 1.0

Amended By:
Date:
Department:

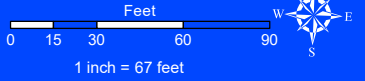
MAP INTERPRETATION NOTICE
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi.
Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 332 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Legend

- Major Roads
- Minor Roads
- Project location



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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

January 25, 2023

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

RE: Tapper's Fine Jewelry JSP 21-0022
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 Tapper's Fine Jewelry. 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

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the printed name.

Elizabeth Kudla Saarela

Enclosure

Ben Croy, City Engineer
City of Novi
January 25, 2023
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, (w/Enclosures)
Ben Peacock, Planner (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Adam Chludzinski, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Alyssa Craigie, Administrative Assistant (w/Enclosures)
Michael Freckelton/Taylor Reynolds/Ted Meadows, Spalding DeDecker (w/Enclosures)
Ryan Miller, Sachse Construction (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 31 day of January, 2022, by and between Eight-Haggerty Venture LLC, a Michigan limited liability company, whose address is 6337 Orchard Lake Road, West Bloomfield, MI 48322 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

RECITATIONS:

- A. Owner is the owner and developer of a certain parcel of land situated in Section 36 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 retail development on the Property.
- B. The retail development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

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

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

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

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

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

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

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

OWNER
Eight-Haggerty Venture LLC
a Michigan limited liability company

By: [Signature]
Name: Mark A. Tapper
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31 day of January, 2022, by Mark A. Tapper, as the Manager of Eight-Haggerty Venture LLC, a Michigan limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 04.17.2029

CITY OF NOVI
A Municipal Corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 31 day of January, 2022, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted by:
Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

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

CONSENT TO EASEMENT

Comerica Bank, a Texas banking association (“Comerica”), whose address is 39200 Six Mile Road, Livonia, Michigan, Attention: Commercial Loan Documentation, Mail Code 7578, is the mortgagee under that certain Continuing Collateral Mortgage made by Eight-Haggerty Ventures, LLC, a Michigan limited liability company (“Owner”), whose address is 6337 Orchard Lake Road, West Bloomfield, Michigan 48322, dated March 24, 2022 and recorded on April 1, 2022 in Liber 57637, Page 876, Oakland County Records (“Mortgage”) encumbering, among other property, the property referenced in the Storm Drainage Facility Maintenance Easement Agreement dated January 31, 2022 to which this Consent is attached (“Agreement”). Comerica hereby evidences its acknowledgment and consent to the grant, conveyance, existence and recordation of the easements under the Agreement, which easements are hereby acknowledged and agreed to be superior to the interest of Comerica under the Mortgage and shall bind Comerica and the successors and assigns of Comerica.

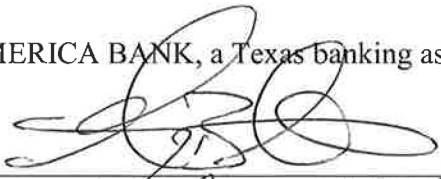
Comerica makes no warranty or any representation of any kind or nature concerning the Agreement or any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liability for any party contained in the Agreement. This Consent does not affect or impair the liens, security interests, rights of remedies of Comerica set forth in the Mortgage, and the sole purpose of this Consent by Comerica is to acknowledge and consent and subordinate to the Agreement.

The foregoing Consent shall not act as a consent or subordination to any other instruction, transaction, act or omission, whether related or unrelated to the Agreement.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 19 day of December, 2022.

[remainder of intentionally left blank]

COMERICA BANK, a Texas banking association

By: 
Print Name: GREG BARRETT
Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing Consent to Easement was acknowledged before me this 19 day of December, 2022, by Greg Barnett, the Vice President of Comerica Bank, a Texas banking association, on its behalf.

SARAH L BOLDISZAR
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires April 24, 2027
Acting in the County of Oakland

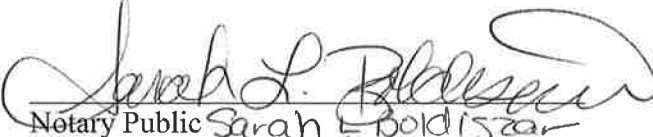

Notary Public Sarah L Boldiszar
Acting in Oakland County, MI
My commission expires: 04/24/2027

EXHIBIT "A"

PARENT PARCEL DESCRIPTION

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

A PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 1 DEGREE 52 MINUTES 04 SECONDS WEST, 858.83 FEET, ALONG THE EAST LINE OF SAID SECTION 36, TO A POINT ON THE WESTERLY LINE OF I-96; THENCE SOUTH 46 DEGREES 35 MINUTES 20 SECONDS WEST, 380.96 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 22 DEGREES 07 MINUTES 45 SECONDS WEST, 234.47 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 2 DEGREES 39 MINUTES 51 SECONDS EAST 59.01 FEET, ALONG THE WESTERLY LINE OF SAID I-96, TO THE POINT OF BEGINNING; THENCE SOUTH 2 DEGREES 39 MINUTES 51 SECONDS EAST, 113.22 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 42 DEGREES 20 MINUTES 09 SECONDS WEST, 148.49 FEET, ALONG THE WESTERLY LINE OF SAID I-96, TO THE NORTHERLY LINE OF EIGHT MILE ROAD (240.00 FEET WIDE); THENCE SOUTH 87 DEGREES 20 MINUTES 09 SECONDS WEST, 82.19 FEET ALONG THE NORTHERLY LINE OF SAID EIGHT MILE ROAD, TO THE EASTERLY LINE OF HAGGERTY ROAD; THENCE THE FOLLOWING BEARING AND DISTANCES ALONG THE EASTERLY LINE OF SAID HAGGERTY ROAD; THENCE NORTH 57 DEGREES 47 MINUTES 29 SECONDS WEST, 71.15 FEET; THENCE NORTH 7 DEGREES 43 MINUTES 37 SECONDS EAST, 175.59 FEET; THENCE NORTH 16 DEGREES 23 MINUTES 42 SECONDS EAST, 74.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID HAGGERTY ROAD; THENCE SOUTH 73 DEGREES 36 MINUTES 18 SECONDS EAST, 200.59 FEET TO THE POINT OF BEGINNING.



Know what's below.
Call before you dig.

N:\18119500\18119500.dwg - Topsoil Now Drawing Easement Upper Storm Sewer Easement 11/25/22.dwg

TFJ NOVI

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

15' STORM SEWER EASEMENT

**giffels
webster**
Engineers Surveyors Planners
Landscape Architects
www.giffelswebster.com

28 West Adams Road
Suite 1200
Detroit, MI 48226
p (313) 562-4442
f (313) 562-9269

Executive	JHR
Manager	C.A.A.
Designer	H.S.R.
Quality Control	C.A.A.
Technician	07
T-01 & R-06-E	

Drawn For
EIGHT HAGGERTY VENTURE, LLC
6337 ORCHARD LAKE ROAD
WEST BLOOMFIELD, MI 48322

DATE	ISSUE
DATE	ISSUE

Date:	01.25.22
Scale:	NA
Sheet:	1 OF 4
Project:	18955-00

Copyright © 2021 Giffels Webster.
No reproduction shall be made
without the prior written consent of
Giffels Webster.

EXHIBIT "B"
SCHEDULE OF MAINTENANCE
AND ANNUAL COST ESTIMATE

STORM WATER FACILITY	MAINTENANCE TASK	CORRECTIVE ACTION	ANNUAL ESTIMATED COST FOR MAINTENANCE & REPAIRS		
			1st YEAR	2nd YEAR	3rd YEAR
STORM SEWER	CHECK FOR DEBRIS ACCUMULATING IN CATCH BASINS	REMOVE DEBRIS FROM RIMS AND CATCH BASINS	\$500	\$500	\$500
	CHECK FOR SETTLING AROUND CATCH BASINS	IMPLEMENT ENERGY DISSIPATION MEASURES AS NECESSARY TO PREVENT EROSION.	\$500	\$500	\$500
WATER QUALITY STRUCTURE	CHECK FOR SEDIMENT ACCUMULATION IN STRUCTURE	REMOVE SEDIMENT THAT ACCUMULATES TO NO MORE THAN 50% OF STRUCTURE CAPACITY.	\$1,500	\$1,500	\$1,500



Know what's below.
Call before you dig.

J:\115149\0019865.DWG - Tagged\New\Drawings\5-Exhaust\5-Tagged Storm Sewer Easement.dwg 1/15/2021 10:52:00 AM

TFJ NOVI

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

15' STORM SEWER EASEMENT

**giffels
webster**

Engineers Surveyors Planners
 Landscape Architects

28 West Adams Road
 Suite 1200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5068
 www.giffelswebster.com

Estimator: J.N.R.
 Manager: C.A.A.
 Designer: H.S.R.
 Quality Control: C.A.A.
 Section: 02
 T-01-N R-08-E

Contractor For:

EIGHT HAGGERTY VENTURE, LLC

8337 ORCHARD LAKE ROAD
 WEST BLOOMFIELD, MI 48322

DATE		ISSUE	
Date	Issue		

Date: 01.25.22
 Scale: NA
 Sheet: 1 OF 4
 Project: 19865 00

Copyright © 2021 Giffels Webster.
 No reproduction shall be made
 without the prior written consent of
 Giffels Webster.

EXHIBIT "C"

EASEMENT DESCRIPTION

A 15 FOOT WIDE STORM SEWER EASEMENT SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 01 DEGREE 52 MINUTES 04 SECONDS WEST, 858.83 FEET, ALONG THE EAST LINE OF SAID SECTION 36, TO A POINT ON THE WESTERLY LINE OF I-96; THENCE SOUTH 46 DEGREES 35 MINUTES 20 SECONDS WEST, 380.96 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 22 DEGREES 07 MINUTES 45 SECONDS WEST, 234.47 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 02 DEGREES 39 MINUTES 51 SECONDS EAST 172.23 FEET, ALONG THE WESTERLY LINE OF SAID I-96; THENCE SOUTH 42 DEGREES 20 MINUTES 09 SECONDS WEST, 148.49 FEET, ALONG THE WESTERLY LINE OF SAID I-96, TO THE NORTHERLY LINE OF EIGHT MILE ROAD (240.00 FEET WIDE); THENCE SOUTH 87 DEGREES 20 MINUTES 09 SECONDS WEST, 82.19 FEET ALONG THE NORTHERLY LINE OF SAID EIGHT MILE ROAD, TO THE EASTERLY LINE OF HAGGERTY ROAD; THENCE THE FOLLOWING BEARING AND DISTANCES ALONG THE EASTERLY LINE OF SAID HAGGERTY ROAD; THENCE NORTH 57 DEGREES 47 MINUTES 29 SECONDS WEST, 71.15 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 37 SECONDS EAST, 175.59 FEET; THENCE NORTH 16 DEGREES 23 MINUTES 42 SECONDS EAST, 35.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 16 DEGREES 23 MINUTES 42 SECONDS EAST, 15.00 FEET; THENCE SOUTH 73 DEGREES 36 MINUTES 18 SECONDS EAST, 30.80 FEET; THENCE SOUTH 16 DEGREES 23 MINUTES 42 SECONDS WEST, 15.00 FEET; THENCE NORTH 73 DEGREES 36 MINUTES 18 SECONDS WEST, 30.80 FEET THE POINT OF BEGINNING.



Know what's below.
Call before you dig.

11/18/2021 10:56:05 AM - Tagged: (b) (7) (C) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) (211) (212) (213) (214) (215) (216) (217) (218) (219) (220) (221) (222) (223) (224) (225) (226) (227) (228) (229) (230) (231) (232) (233) (234) (235) (236) (237) (238) (239) (240) (241) (242) (243) (244) (245) (246) (247) (248) (249) (250) (251) (252) (253) (254) (255) (256) (257) (258) (259) (260) (261) (262) (263) (264) (265) (266) (267) (268) (269) (270) (271) (272) (273) (274) (275) (276) (277) (278) (279) (280) (281) (282) (283) (284) (285) (286) (287) (288) (289) (290) (291) (292) (293) (294) (295) (296) (297) (298) (299) (300) (301) (302) (303) (304) (305) (306) (307) (308) (309) (310) (311) (312) (313) (314) (315) (316) (317) (318) (319) (320) (321) (322) (323) (324) (325) (326) (327) (328) (329) (330) (331) (332) (333) (334) (335) (336) (337) (338) (339) (340) (341) (342) (343) (344) (345) (346) (347) (348) (349) (350) (351) (352) (353) (354) (355) (356) (357) (358) (359) (360) (361) (362) (363) (364) (365) (366) (367) (368) (369) (370) (371) (372) (373) (374) (375) (376) (377) (378) (379) (380) (381) (382) (383) (384) (385) (386) (387) (388) (389) (390) (391) (392) (393) (394) (395) (396) (397) (398) (399) (400) (401) (402) (403) (404) (405) (406) (407) (408) (409) (410) (411) (412) (413) (414) (415) (416) (417) (418) (419) (420) (421) (422) (423) (424) (425) (426) (427) (428) (429) (430) (431) (432) (433) (434) (435) (436) (437) (438) (439) (440) (441) (442) (443) (444) (445) (446) (447) (448) (449) (450) (451) (452) (453) (454) (455) (456) (457) (458) (459) (460) (461) (462) (463) (464) (465) (466) (467) (468) (469) (470) (471) (472) (473) (474) (475) (476) (477) (478) (479) (480) (481) (482) (483) (484) (485) (486) (487) (488) (489) (490) (491) (492) (493) (494) (495) (496) (497) (498) (499) (500) (501) (502) (503) (504) (505) (506) (507) (508) (509) (510) (511) (512) (513) (514) (515) (516) (517) (518) (519) (520) (521) (522) (523) (524) (525) (526) (527) (528) (529) (530) (531) (532) (533) (534) (535) (536) (537) (538) (539) (540) (541) (542) (543) (544) (545) (546) (547) (548) (549) (550) (551) (552) (553) (554) (555) (556) (557) (558) (559) (560) (561) (562) (563) (564) (565) (566) (567) (568) (569) (570) (571) (572) (573) (574) (575) (576) (577) (578) (579) (580) (581) (582) (583) (584) (585) (586) (587) (588) (589) (590) (591) (592) (593) (594) (595) (596) (597) (598) (599) (600) (601) (602) (603) (604) (605) (606) (607) (608) (609) (610) (611) (612) (613) (614) (615) (616) (617) (618) (619) (620) (621) (622) (623) (624) (625) (626) (627) (628) (629) (630) (631) (632) (633) (634) (635) (636) (637) (638) (639) (640) (641) (642) (643) (644) (645) (646) (647) (648) (649) (650) (651) (652) (653) (654) (655) (656) (657) (658) (659) (660) (661) (662) (663) (664) (665) (666) (667) (668) (669) (670) (671) (672) (673) (674) (675) (676) (677) (678) (679) (680) (681) (682) (683) (684) (685) (686) (687) (688) (689) (690) (691) (692) (693) (694) (695) (696) (697) (698) (699) (700) (701) (702) (703) (704) (705) (706) (707) (708) (709) (710) (711) (712) (713) (714) (715) (716) (717) (718) (719) (720) (721) (722) (723) (724) (725) (726) (727) (728) (729) (730) (731) (732) (733) (734) (735) (736) (737) (738) (739) (740) (741) (742) (743) (744) (745) (746) (747) (748) (749) (750) (751) (752) (753) (754) (755) (756) (757) (758) (759) (760) (761) (762) (763) (764) (765) (766) (767) (768) (769) (770) (771) (772) (773) (774) (775) (776) (777) (778) (779) (780) (781) (782) (783) (784) (785) (786) (787) (788) (789) (790) (791) (792) (793) (794) (795) (796) (797) (798) (799) (800) (801) (802) (803) (804) (805) (806) (807) (808) (809) (810) (811) (812) (813) (814) (815) (816) (817) (818) (819) (820) (821) (822) (823) (824) (825) (826) (827) (828) (829) (830) (831) (832) (833) (834) (835) (836) (837) (838) (839) (840) (841) (842) (843) (844) (845) (846) (847) (848) (849) (850) (851) (852) (853) (854) (855) (856) (857) (858) (859) (860) (861) (862) (863) (864) (865) (866) (867) (868) (869) (870) (871) (872) (873) (874) (875) (876) (877) (878) (879) (880) (881) (882) (883) (884) (885) (886) (887) (888) (889) (890) (891) (892) (893) (894) (895) (896) (897) (898) (899) (900) (901) (902) (903) (904) (905) (906) (907) (908) (909) (910) (911) (912) (913) (914) (915) (916) (917) (918) (919) (920) (921) (922) (923) (924) (925) (926) (927) (928) (929) (930) (931) (932) (933) (934) (935) (936) (937) (938) (939) (940) (941) (942) (943) (944) (945) (946) (947) (948) (949) (950) (951) (952) (953) (954) (955) (956) (957) (958) (959) (960) (961) (962) (963) (964) (965) (966) (967) (968) (969) (970) (971) (972) (973) (974) (975) (976) (977) (978) (979) (980) (981) (982) (983) (984) (985) (986) (987) (988) (989) (990) (991) (992) (993) (994) (995) (996) (997) (998) (999) (1000)

TFJ NOVI

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

15' STORM SEWER EASEMENT

giffels webster
 Engineers Surveyors Planners
 Landscape Architects

28 West Adams Road
 Suite 1200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5066
 www.giffelswebster.com

Executive	JNR
Manager	C.A.A.
Designer	H.S.R.
Quality Control	C.A.A.
Section	02
	T-01-N R-08-E

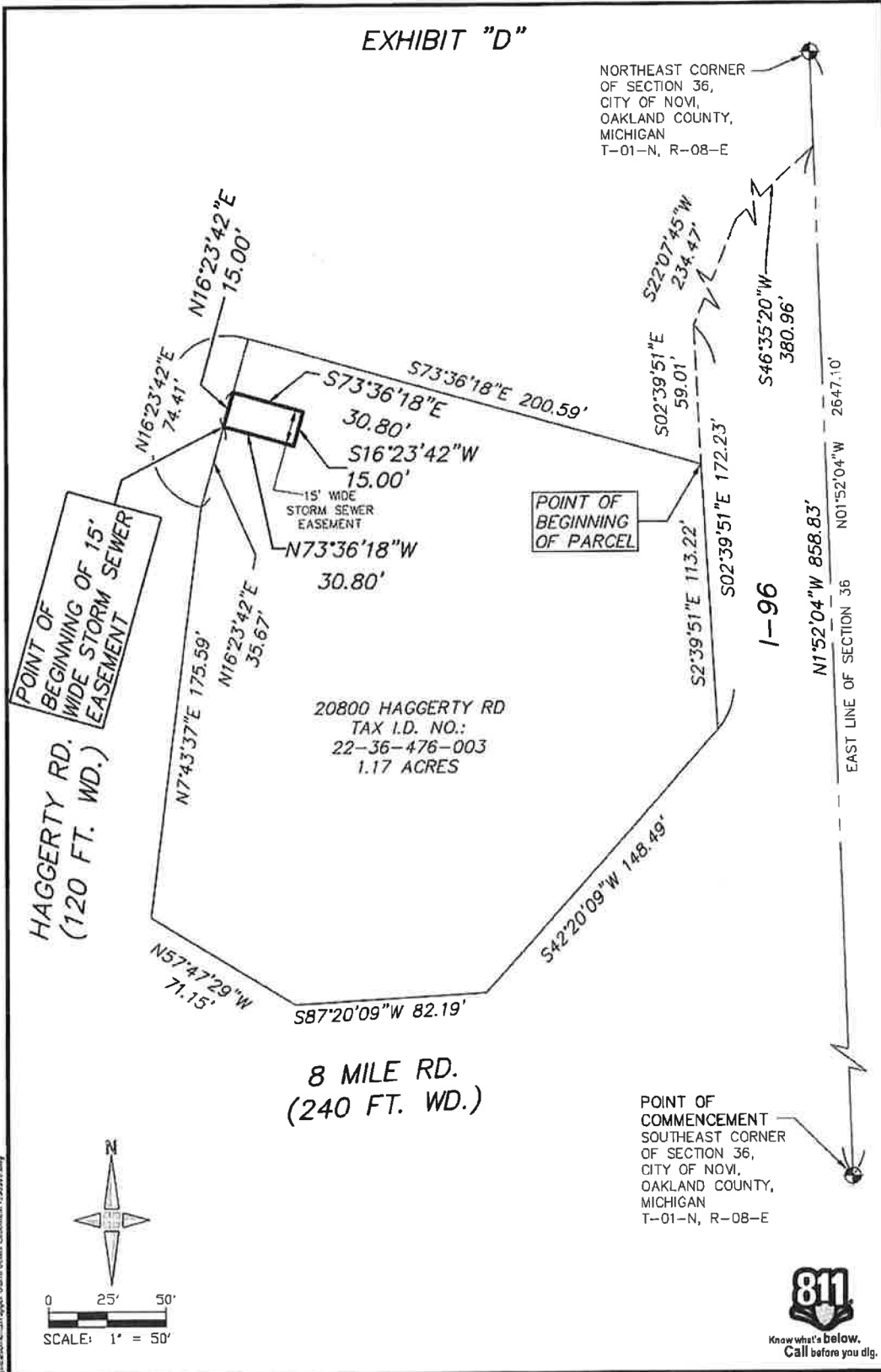
Developed For
EIGHT HAGGERTY VENTURE, LLC
 6337 ORCHARD LAKE ROAD
 WEST BLOOMFIELD, MI 48322

DATE		ISSUE	
Date	Issue		

Date	01.25.22
Scale	NA
Sheet	3 OF 4
Project	109555.00

Copyright © 2021 Giffels Webster.
 No reproduction shall be made
 without the prior written consent of
 Giffels Webster.

EXHIBIT "D"



N:\11111\165019865.dwg - 11/16/2021 10:42:52 AM - 11/16/2021 10:42:52 AM - 11/16/2021 10:42:52 AM



TFJ NOVI		CITY OF NOVI, OAKLAND COUNTY, MICHIGAN		15' STORM SEWER EASEMENT											
<p>28 West Adams Road Suite 1200 Detroit, MI 48226 p (313) 962-4442 f (313) 962-5098 www.giffelswebster.com</p>	Exec. Inv. J.N.R. Virologer C.A.A. Designer H.S.R. Quality Control C.A.A. Section 02 T-01-N R-08-E	Prepared For EIGHT-HAGGERTY VENTURE, LLC 6337 ORCHARD LAKE ROAD WEST BLOOMFIELD, MI 48322	<table border="1"> <thead> <tr> <th>DATE</th> <th>ISSUE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	ISSUE									Date 01/25/22 Scale 1" = 50' Sheet 4 OF 4 Project 19865 00	Copyright © 2021 Giffels Webster. No reproduction shall be made without the prior written consent of Giffels Webster
	DATE	ISSUE													

January 24, 2023

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

Re: Tappers Fine Jewelry - Acceptance Documents Review
Novi # JSP21-0022
SDA Job No. NV22-203
INITIAL DOCUMENTS APPROVED
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on January 24, 2023 against the Final Site Plan (Stamping Set) approved on January 24, 2022. We offer the following comments:

Initial Acceptance Documents:

1. On-Site Water System Easement
(executed 01/31/2022: exhibit dated 01/25/2022)
Exhibit Approved
2. Storm Drainage Facility / Maintenance Easement Agreement
(executed 01/31/2022: exhibit dated 01/25/2022)
Exhibits A, B, & C Approved.

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using blue/black ink as the County will reject them otherwise.

3. Bill of Sale: Water Supply System
SUPPLIED – APPROVED.
4. Full Unconditional Waivers of Lien from contractors installing public utilities
SUPPLIED – APPROVED.
5. Sworn Statement signed by Developer
SUPPLIED - 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 January 19, 2022 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



Mike Freckelton, PE
Project Engineer

Cc (via Email): Taylor Reynolds, Spalding DeDecker
Ted Meadows, Spalding DeDecker
Courtney Hanson, City of Novi
Madeleine Daniels, 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
Ben Peacock, City of Novi
Alyssa Craigie, City of Novi



December 14, 2022

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

**Re: Tapper's
Storm Water Detention System Inspection**
Novi SP No.: JSP21-0022
SDA Job No.: NV22-203

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 and the pretreatment structure for the above mentioned project. As a result of this review, we have determined the storm water 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 Ted Meadows
Dec 14 2022 4:00 PM

Ted Meadows
Vice President

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)
Ryan Miller, Sachse Construction (e-mail)
SDA CE Job File