



CITY of NOVI CITY COUNCIL

**Agenda Item J
June 18, 2018**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Maly 10 Mile Properties, LLC for the Maly Dental project located at 43025 10 Mile Road (parcel 22-26-101-027).

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Maly 10 Mile Properties, LLC, the owner of the Maly Dental building requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the storm water management system associated with the project.

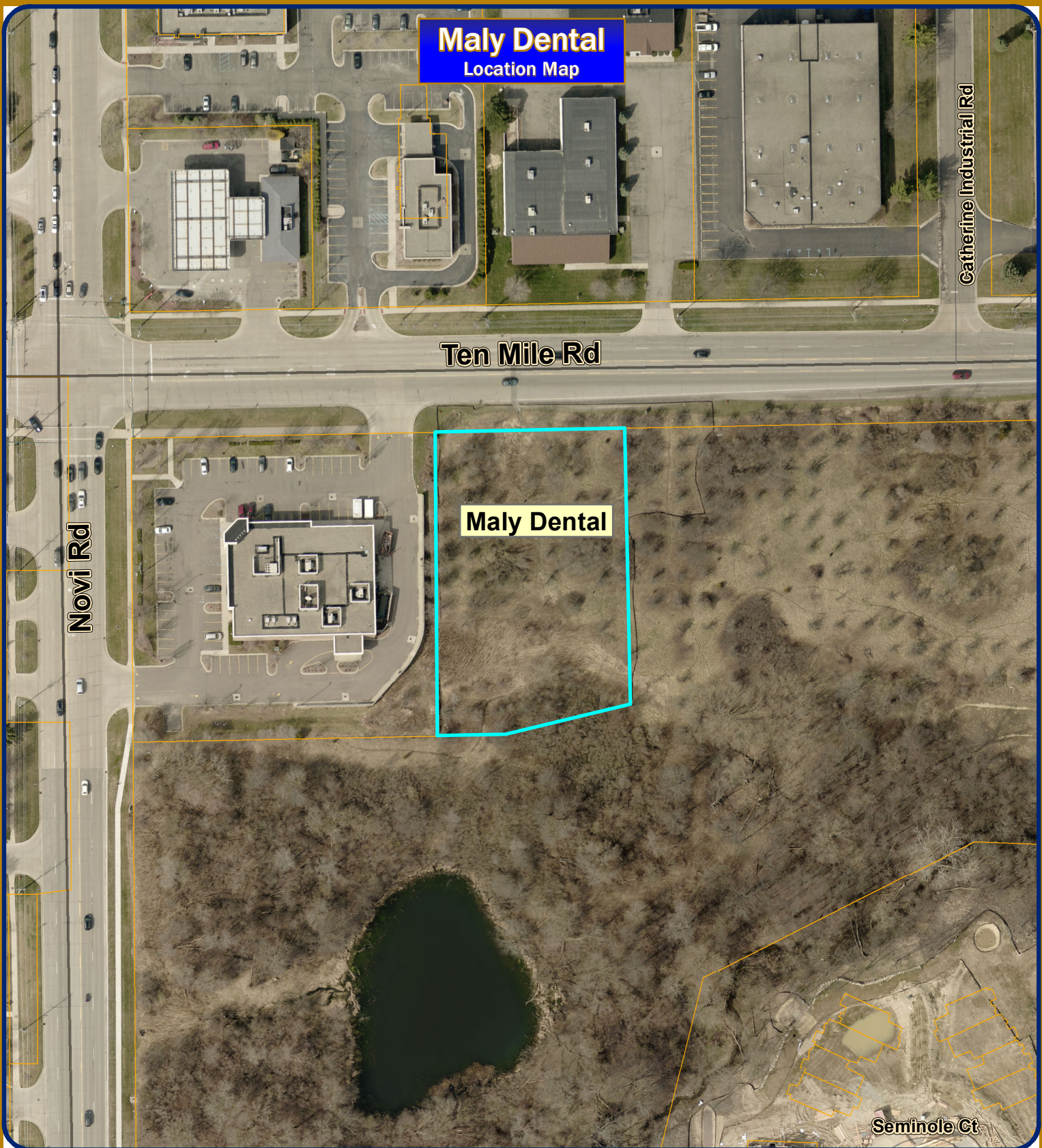
The Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) is a requirement of the Storm Water Management Ordinance and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system. The agreement also contains a provision permitting the City to perform maintenance of the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain a storm water detention and sedimentation area and is providing an access easement to the detention basin. The owner is also responsible for maintaining the pipes, storm sewer structures, and open channels leading to and from the on-site sewer system.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, February 9, 2018) and the City Attorney (Beth Saarela, June 4, 2018), and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement from Maly 10 Mile Properties, LLC for the Maly Dental project located at 43025 10 Mile Road (parcel 22-26-101-027).

Maly Dental Location Map

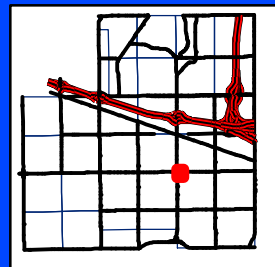


Map Author: Theresa Bridges
Date: June 5, 2018
Project:
Version #:

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.



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

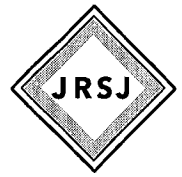
0 25 50 100 150
Feet

1 inch = 125 feet



ELIZABETH KUDLA SAARELA
esaarela@jrsjlaw.com

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Farmington Hills, Michigan 48331
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www.jrsjlaw.com



JOHNSON ROSATI
SCHULTZ JOPPICH

June 4, 2018

Jeffrey Herczeg, Director of Public Services
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Maly Dental JSP 15-0081
Storm Drainage Facility Maintenance Easement Agreement

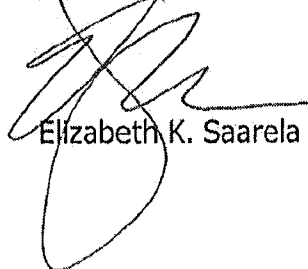
Dear Mr. Herczeg:

We have received and reviewed, and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Maly Dental 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.

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

Very truly yours,

JOHNSON ROSATI SCHULTZ JOPPICH



Elizabeth K. Saarela

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Barb McBeth, City Planner (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Hannah Smith, Planning Assistant (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Theresa Bridges, Construction Engineer (w/Enclosures)
George Melistas, Senior Engineering Manager (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this ____ day of October, 2016, by and between Malv 10 Mile Properties, LLC, a Michigan LLC, whose address is 24520 Meadowbrook, Novi, MI 48375 (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 _ 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 Office Building development on the Property.
- B. The Office Building 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.

2nd December 2016

OWNER *Maly 10 Mile Properties, LLC*
a Michigan limited liability company

R P Maly

By: *Peter Maly*
Its: *member*

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 2 day of DEC, 2016
by Peter Maly, as the Member of Maly 10 Mile
Properties, LLC, a Michigan
limited liability company

Patty A Flinchum, Notary Public
State of Michigan, County of Wayne
My Commission Expires 2/10/2018
Acting in the County of Oakland

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

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:
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

PARENT PARCEL DESCRIPTION

BASED ON CITY OF NOVI ASSESSORS DESCRIPTION, TAX ID NO.: 22-26-101-201.
 TOWN 01 NORTH, RANGE 08 EAST, SECTION 26, PART OF THE NORTHWEST 1/4 BEGINNING AT A POINT DISTANCE N.86°27'27"E., 350.00 FEET FROM THE NORTHWEST SECTION CORNER, THENCE N.86°27'27"E., 711.55 FEET, THENCE S.02°47'25"E., 1043.66 FEET, THENCE S.86°27'27"W., 646.13 FEET, THENCE N.03°05'14"W., 20.07 FEET, THENCE S.86°54'46"W., 125.19 FEET, THENCE N.02°47'44"W., 202.00 FEET, THENCE S.86°54'46"W., 290.00 FEET, THENCE N.02°47'44"W., 468.29 FEET, THENCE N.86°27'27"E., 350.00 FEET, THENCE N.02°47'44"W., 350.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THE NORTHERLY 60.00 FEET, ALSO EXCEPTING THE WESTERLY 60.00 FEET AND CONTAINING 19.44 ACRES.

PARCEL "1"

(PART OF TAX ID NO.: 22-26-101-021)
 PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH OF LINE OF SAID SECTION 26, N.86°27'27"E., 350.00 FEET; THENCE S.02°47'44"E., 60.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE ROAD (120 FEET WIDE), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N.86°27'27"E., 181.07 FEET; THENCE S.03°32'32"E., 263.46 FEET; THENCE S.73°59'08"W., 122.75 FEET; THENCE S.86°27'27"W., 65.00 FEET; THENCE N.02°47'44"W., 289.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.181 ACRES.

PARCEL "2"

(PART OF TAX ID NO.: 22-26-101-021)
 PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH OF LINE OF SAID SECTION 26, N.86°27'27"E., 350.00 FEET; THENCE S.02°47'44"E., 60.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE ROAD (120 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N.86°27'27"E., 181.07 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING, N.86°27'27"E., 530.47 FEET; THENCE S.02°47'25"E., 983.66 FEET; THENCE S.86°27'27"W., 646.13 FEET; THENCE N.03°05'14"W., 20.07 FEET; THENCE S.86°54'46"W., 125.19 FEET; THENCE N.02°47'44"W., 202.00 FEET; THENCE S.86°54'46"W., 229.99 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NOVI ROAD (120 FEET WIDE); THENCE ALONG SAID EAST RIGHT OF WAY LINE, N.02°47'44"W., 468.77 FEET; THENCE N.86°27'27"E., 354.99 FEET; THENCE N.73°59'08"E., 122.75 FEET; THENCE N.03°32'32"W., 263.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.260 ACRES.

**SKETCH OF DESCRIPTIONS
 PARCEL DESCRIPTIONS**

PART OF THE NORTHWEST 1/4 OF SECTION 26, T-1-N, R-8-E, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

N:\18186001\2894-00 - Malý Dental\Essement\Storm Drainage and Access Essements.dwg

PARCEL RECONFIGURATION

MALY DENTAL

City of Novi, Oakland County, Michigan



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

Engineers Surveyors Planners
 Landscape Architects

Executive: JNR
 Manager: Manager
 Designer: LDA
 Quality Control: JNR/CRL
 Section: 26
 T-01-N R-08-E

DATE		ISSUE	
Date	Issue		

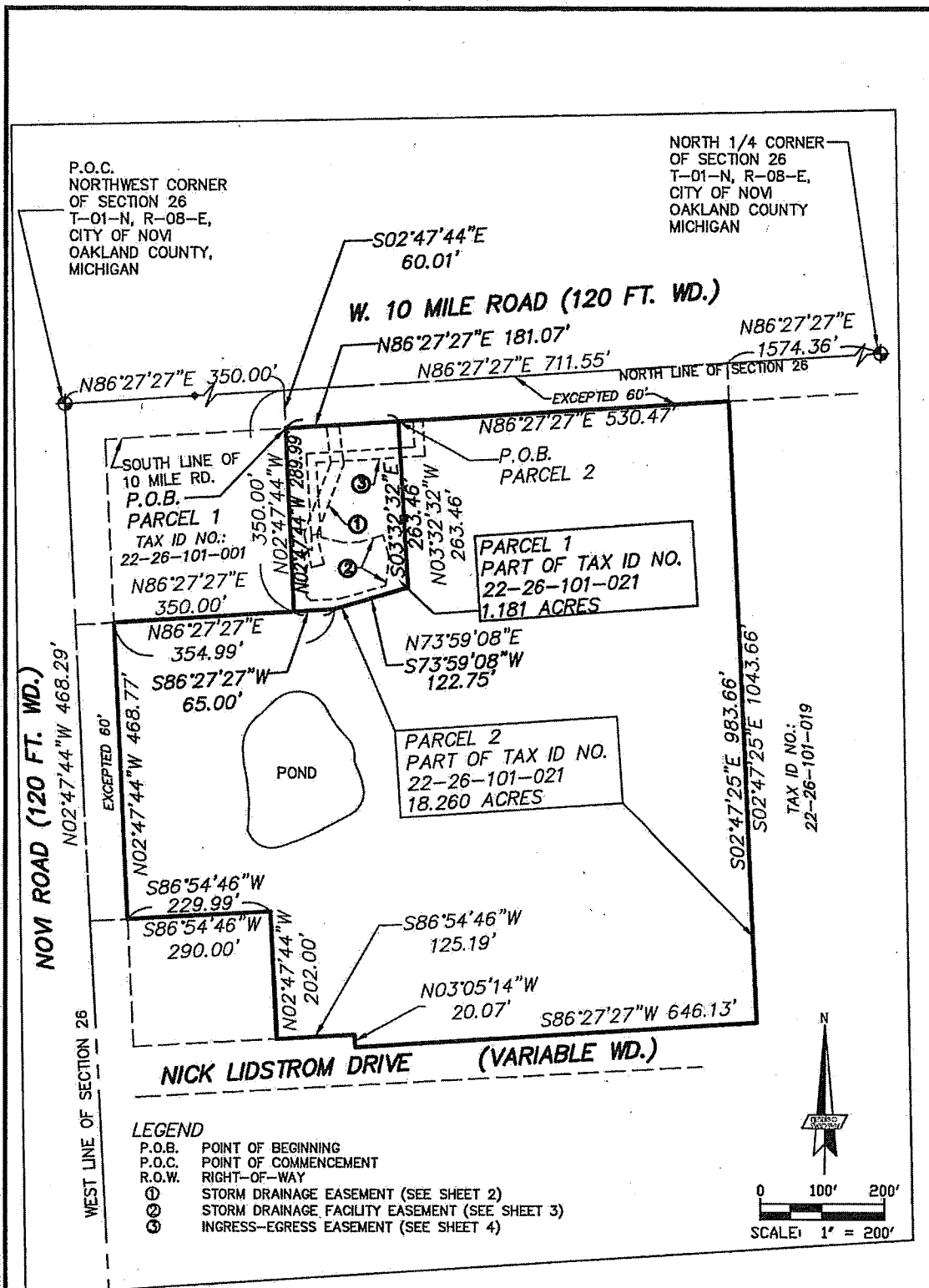
Date: 09.10.16
 Scale: NA
 Sheet: 5 OF 5
 Project: 18894.00

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**Exhibit B to Storm Drainage Facility
Maintenance Agreement
R. Peter Maly D.D.S.**

Tasks	Components	Paved Area	Pervious Areas	Storm Drainage System	Catch Basin	Sediment Control Structure	Schedule	Cost
INSPECT FOR SEDIMENT ACCULATION	X	X		X	X	X	ANNUALLY	\$50
REMOVAL OF SEDIMENT ACCULATION	X	X		X	X	X	2YRS/ AS NEEDED	\$500
INSPECT FOR FLOATABLES AND DEBRIS				X	X	X	ANNUALLY	\$50
REMOVAL OF FLOATABLES AND DEBRIS				X	X	X	AS NEEDED	\$100
INSPECTION FOR EROSION			X				ANNUALLY	\$50
MOWING/LAWN MAINTENANCE			X				AS NEEDED	\$50
REESTABLISH VEGETATION			X				AS NEEDED	\$200
RECORD KEEPING OF INSPECTIONS AND MAINTENANCE							ANNUALLY	\$50
							ESTIMATED ANNUAL COST	\$1,050



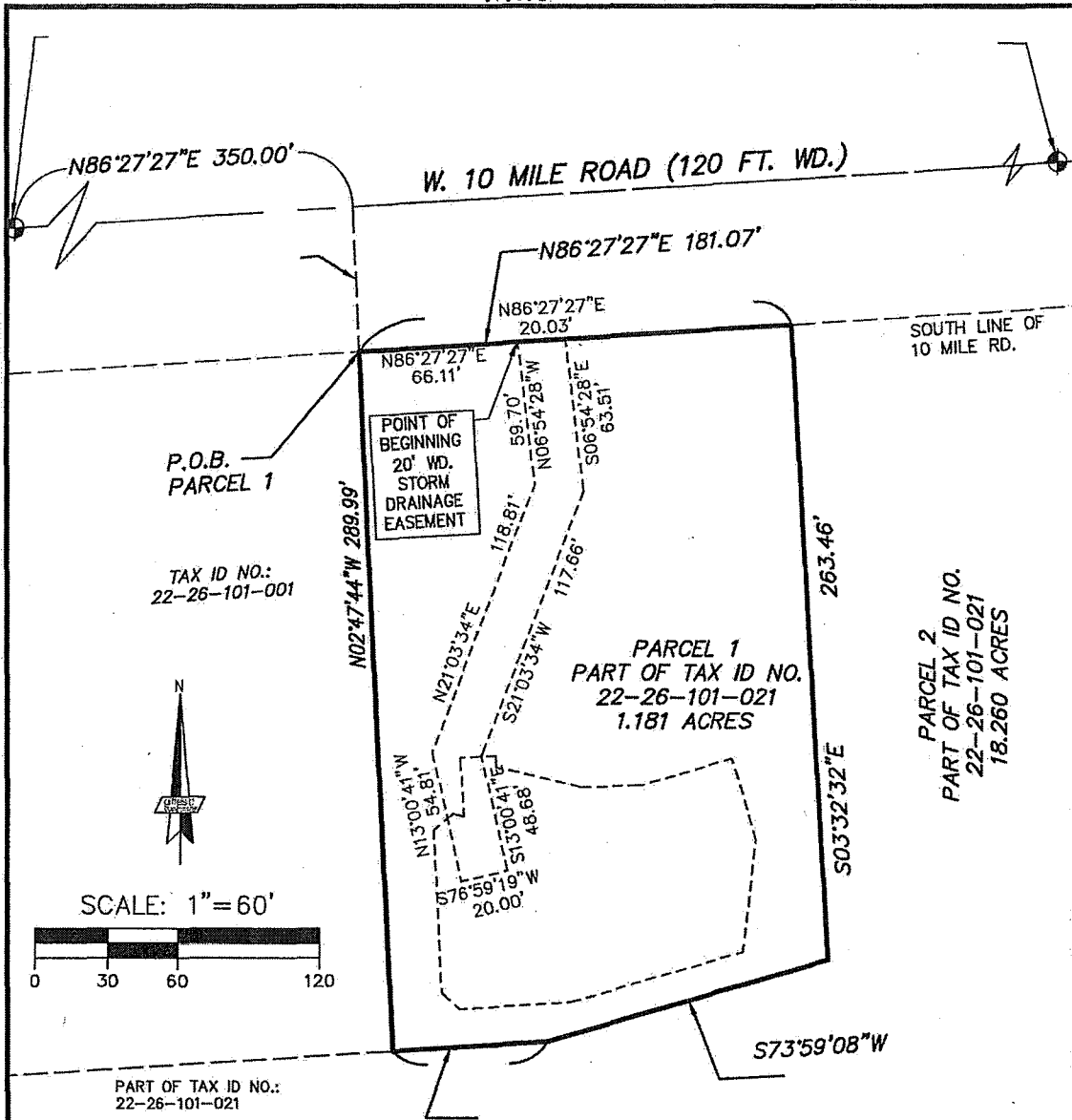
BEARINGS ARE BASED ON THE CITY OF NOVI ASSESSORS DESCRIPTION TAX ID NO.: 22-26-101-021, ALSO BEING THE STATE PLANE COORDINATE SYSTEM - MICHIGAN SOUTH ZONE.

NOTE: NO TITLE COMMITMENT WAS PROVIDED, THEREFORE EASEMENTS MAY EXIST THAT ARE NOT PLOTTED.

SKETCH OF DESCRIPTIONS
EASEMENTS FOR ACCESS, AND STORM DRAINAGE FACILITIES
PART OF THE NORTHWEST 1/4 OF SECTION 26, T-1-N, R-8-E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

PROPOSED EASEMENTS		MALY DENTAL		City of Novi, Oakland County, Michigan	
<p>28 West Adams Road Suite 1200 Detroit, MI 48226 p (313) 962-4442 f (313) 962-5068 www.giffelswebster.com</p>	Executive: JNR Manager: Manager Designer: LDA Quality Control: JNR/CRL Section: 26 T-01-N R-08-E	DATE: _____ Date Issue: _____	DATE: _____ Date Issue: _____	Date: 09.10.16 Scale: 1"=200' Sheet: 1 OF 5 Project: 18894.00	Copyright © 2016 Giffels Webster. No reproduction shall be made without the prior written consent of Giffels Webster.
	<p>Engineers Surveyors Planners Landscape Architects</p>				

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BEARINGS ARE BASED ON THE CITY OF NOVI ASSESSORS DESCRIPTION TAX ID NO.: 22-26-101-021, ALSO BEING THE STATE PLANE COORDINATE SYSTEM - MICHIGAN SOUTH ZONE.

20 FT. WD. STORM DRAINAGE EASEMENT DESCRIPTION:

(PART OF TAX ID NO.: 22-26-101-021)

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH OF LINE OF SAID SECTION 26, N.86°27'27"E., 350.00 FEET; THENCE S.02°47'44"E., 60.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE ROAD (120 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N.86°27'27"E., 66.11 FEET TO THE POINT OF BEGINNING OF A 20 FEET WIDE EASEMENT FOR STORM DRAINAGE; THENCE CONTINUING ALONG SAID SOUTH LINE N.86°27'27"E., 20.03 FEET; THENCE S.06°54'28"E., 63.51 FEET; THENCE S.21°03'34"W., 117.66 FEET; THENCE S.13°00'41"E., 48.68 FEET; THENCE S.76°59'19"W., 20.00 FEET; THENCE N.13°00'41"W., 54.81 FEET; THENCE N.21°03'34"E., 118.81 FEET; THENCE N.06°54'28"W., 59.70 FEET TO THE POINT OF BEGINNING.

SKETCH OF DESCRIPTIONS

20 FT. WIDE STORM DRAINAGE EASEMENT
 PART OF THE NORTHWEST 1/4 OF SECTION 26, T-1-N, R-8-E, CITY OF NOVI,
 OAKLAND COUNTY, MICHIGAN

WATER MAIN EASEMENT MALY DENTAL City of Novi, Oakland County, Michigan

N:\191188001\8894.D - Maly Dental\Essement\Storm Drainage and Access Easement.dwg

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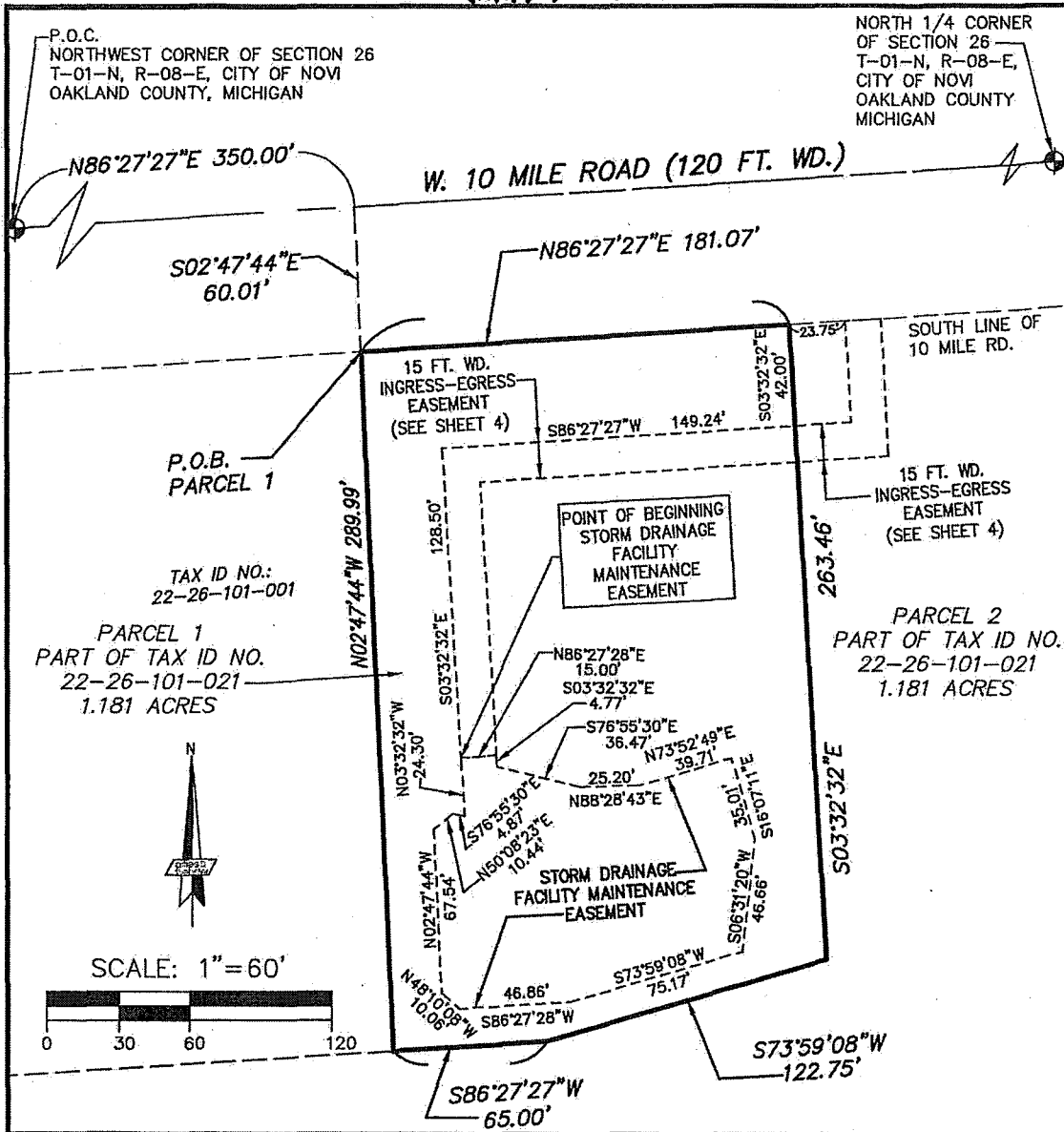
Executive:	JNR
Manager:	Manager
Designer:	LDA
Quality Control:	JNR/CRL
Section:	26
	T-01-N R-08-E

DATE:	ISSUE:
Date	Issue

Date: 09.10.16
 Scale: 1"=60"
 Sheet: 2 OF 5
 Project: 18894.00

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EXHIBIT "D"



BEARINGS ARE BASED ON THE CITY OF NOVI ASSESSORS DESCRIPTION TAX ID NO.: 22-26-101-021, ALSO BEING THE STATE PLANE COORDINATE SYSTEM - MICHIGAN SOUTH ZONE.

20 FT. WD. STORM DRAINAGE FACILITY MAINTENANCE EASEMENT DESCRIPTION:
(PART OF TAX ID NO.: 22-26-101-021)

PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWN 01 NORTH, RANGE 08 EAST, CITY OF NOVI, OAKLAND COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH OF LINE OF SAID SECTION 26, N.86°27'27"E., 350.00 FEET; THENCE S.02°47'44"E., 60.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST TEN MILE ROAD (120 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N.86°27'27"E., 181.07 FEET; THENCE S.03°32'32"E., 42.00 FEET; THENCE S.86°27'27"W., 149.24 FEET; THENCE S.03°32'32"E., 128.50 FEET TO THE POINT OF BEGINNING OF AN EASEMENT FOR STORM DRAINAGE FACILITY MAINTENANCE; THENCE THE FOLLOWING FOURTEEN (14) COURSES BEING ALONG THE PERIMETER OF SAID EASEMENT; (1) N.86°27'28"E., 15.00 FEET; AND (2) S.03°32'32"E., 4.77 FEET; AND (3) S.76°55'30"E., 36.47 FEET; AND (4) N.88°28'43"E., 25.20 FEET; AND (5) N.73°52'49"E., 39.71 FEET; AND (6) S.16°07'11"E., 35.01 FEET; AND (7) S.06°31'20"W., 46.66 FEET; AND (8) S.73°59'08"W., 75.17 FEET; AND (9) S.86°27'28"W., 46.86 FEET; AND (10) N.48°10'08"W., 10.06 FEET; AND (11) N.02°47'44"W., 67.54 FEET; AND (12) N.50°08'23"E., 10.44 FEET; AND (13) S.76°55'30"E., 4.87 FEET; AND (14) N.03°32'32"W., 24.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 11,349 SQUARE FEET OR 0.26 ACRES.

SKETCH OF DESCRIPTIONS
STORM DRAINAGE FACILITY MAINTENANCE EASEMENT
PART OF THE NORTHWEST 1/4 OF SECTION 26, T-1-N, R-8-E, CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

WATER MAIN EASEMENT MALY DENTAL City of Novi, Oakland County, Michigan

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

Executive: JNR
Manager: Manager
Designer: LDA
Quality Control: JNR/CRL
Section: 26
T-01-N R-08-E

DATE:	ISSUE:
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Date: 09.10.16
Scale: 1"=60'
Sheet: 3 OF 5
Project: 18894.00
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February 9, 2018

Theresa Bridges, Construction Engineer
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Maly Dental - Acceptance Documents Review
Novi # JSP15-0081
SDA Job No. NV17-201
ACCEOTANCE DOCUMENTS APPROVED

Dear Ms. Bridges:

We have reviewed the Acceptance Document Package received by our office on February 7, 2018 against the Final Site Plan (Stamping Set) approved on January 6, 2017 and against our as-built field records. We offer the following comments:

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

1. On-Site Water System Easement – (Unexecuted: exhibit dated 09-10-16) – Exhibits Approved.
2. Off-Site Sanitary System Easement (20' wide) – (Executed December 19, 2017; Exhibit dated 08-21-17) – Exhibits Approved
3. On-Site Sanitary System Easement (20' wide) – (Executed January 24, 2018: Exhibit dated 08-21-17) – Exhibit Approved
4. On-Site Storm Drainage Facility / Maintenance Easement Agreement – (Executed December 2, 2016) – Exhibits A, B, C, and D Approved
5. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED - APPROVED
6. Full Unconditional Waivers of Lien from contractors installing public utilities – PROVIDED
7. Sworn Statement signed by project Developer (Dr. Maly) - 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 September 30, 2016 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, EIT
Engineer

Cc (via Email): Cortney Hanson, City Clerk
Sarah Marchioni, City Building Project Coordinator
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
George Melistas, City Engineering Senior Manager
Angie Pawlowski, City Community Development Bond Coordinator
Darcy Rechtien, City Construction Engineer
Beth Saarela, Johnson Rosati, Schultz, Joppich PC
Hannah Smith, City Planning Assistant