



CITY OF NOVI CITY COUNCIL
APRIL 21, 2025

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Driftwood Bar & Grill located on the east side of East Lake Road and south of Fourteen Mile Road (parcel 50-22-02-126-013).

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- This agreement is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site detention basin.

BACKGROUND INFORMATION:

The Driftwood Bar & Grill is located on the east side of East Lake Drive and south of Fourteen Mile Road. The property owner of Driftwood Bar & Grill requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project. The Storm Drainage Facility Maintenance Easement Agreement (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 April 9, 2024, is attached. The enclosed agreement has been favorably reviewed by the City Attorney (Beth Saarela, August 22, 2024) and the City Engineering consultant (Spalding DeDecker, August 14, 2024) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement for Driftwood Bar & Grill located on the east side of East Lake Road and south of Fourteen Mile Road (parcel 50-22-02-126-013).

Driftwood Bar and Grill Parking & Outdoor Seating SDFMEA Location Map

Fourteen Mile Rd

East Lake Dr

Driftwood Bar and Grill
Parcel 50-22-02-126-013

Map Author: Humna Anjum
Date: 3/31/2025
Project: Driftwood Bar and Grill
Version: 1.0

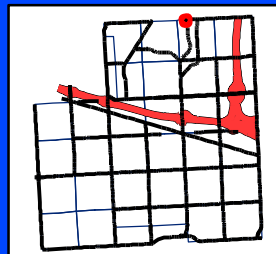
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

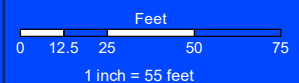
Legend

- Major Roads
- Minor Roads
- Project Location



City of Novi

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



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

August 22, 2024

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

**RE: Driftwood Bar & Grill JSP 17-07 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 Driftwood Bar & Grill. 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.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Enclosure

CC: (w/Enclosures)
Cortney Hanson, Clerk

Ben Croy, City Engineer
City of Novi
August 22, 2024
Page 2

Charles Boulard, Community Development Director
Lindsay Bell, Planner
Diana Shanahan, Planning Assistant
Sarah Marchioni, Community Development Building Project Coordinator
Angie Sosnowski, Community Development Bond Coordinator
Humna Anjum, Project Engineer
Rebecca Runkel, Project Engineer
Ben Nelson, Project Engineer
Alyssa Craigie, Administrative Assistant
Holly Demers, Sydney Waynick, Taylor Reynolds & Ted Meadows, Spalding DeDecker
Thomas R. Schultz, Esquire

STORM DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 15TH day of July, 2024 by and between Theodore Andris and Elane Andris, husband and wife, whose address is 1103 East Lake Drive, Novi, MI 48376 (hereinafter the "Owner"), and the city of Novi, its successors, assigns, or transferees, whose address is 45175 Ten Mile RD, 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 the Driftwood Bar & Grille development on the property.
- B. The Driftwood Bar & Grille 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 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 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 Bio-retention basin within the Bio-Retention 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:

By: Theodore Andris (I.S.)

Theodore Andris

By: Elane Andris (I.S.)

Elane Andris

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15TH day of July, 2018²⁴,
by Theodore Andris and Elane Andris, husband and wife, to me known to be the persons described herein
and who executed the foregoing instrument and acknowledged that they executed the same as their
free act and deed.

Mary Ellen Keller

Bernard C Seiber, Jr., Notary Public
Oakland County, Michigan
My Commission Expires: 1-8-2024

MARY ELLEN KELLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 26, 2026
ACTING IN COUNTY OF OAKLAND

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: _____

<p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p>	<p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p>
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EXHIBIT A

DRIFTWOOD BAR AND GRILL: LEGAL DESCRIPTION

A parcel of land located in the Northwest 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northwest corner of Lot 17 of "Groll's Edgewater Subdivision", as recorded in Liber 21 of Plats, on Page 3, Oakland County Records, for a POINT OF BEGINNING; thence Due East, 300.79 feet, along the Northerly line of Lot 17 of said "Groll's Edgewater Subdivision"; thence Due South, 186.73 feet; thence North 89°17'47" West, 151.31 feet; thence South 62°49'34" West, 48.56 feet, to a point on the Westerly line of Lot 17 of said "Groll's Edgewater Subdivision"; thence North 27°10'26" West, 232.73 feet, along the Westerly line of Lot 17 of said "Groll's Edgewater Subdivision, to the POINT OF BEGINNING. All of the above containing 1.09 Acres.



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331

DRIFTWOOD BAR AND GRILL

SEC. 2, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	03-05-2018
JOB NO.:	13-020
DWG FILE:	13-020ESMT-BIO
DRAWN BY:	DFR, DN
CHECK:	CS
SHEET:	1 OF 1

EXHIBIT B

DRIFTWOOD BAR & GRILL

Storm Water Facility	Maintenance Action	Corrective Action	Annual Estimated Cost for Maintenance & Repairs		
			1st Year	2nd Year	3rd Year
Storm Sewer/Open Channels	After each storm that meets or exceeds a 10 year storm event, check for piping around culverts or erosion adjacent to culverts. Ensure culverts are not collapsed or clogged.	Implement energy dissipation measures as necessary to prevent erosion. Remove sediment and debris from channels and culverts. Replace collapsed culverts.	\$100	\$103	\$106
Bio-Retention Basin	Regularly mow buffer strips. If buffer is a lawn, mow frequently. Remove sediment every five to ten years or as necessary. Remove debris & excessive algae. Check for eroded basin banks.	Implement soil stabilization measures to stop erosion of banks. Repair eroded banks.	\$300	\$309	\$318
Buffer Strips	Periodically inspect to ensure vegetative cover prevents erosion.	Implement energy dissipation measures to prevent erosion.	\$150	\$155	\$160
Total			\$550	\$567	\$584



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

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PHONE: 248.308.3331

**DRIFTWOOD BAR
AND GRILL**

SEC. 2, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE: NOT TO SCALE
DATE: 03-05-2018
JOB NO.: 13-020
DWG FILE: 13-020ESMT-BIO
DRAWN BY: DFR, DN
CHECK: CS
SHEET: 1 OF 1

EXHIBIT C

DRIFTWOOD BAR AND GRILL INGRESS/EGRESS EASEMENT AREA:

An Ingress/Egress Easement Area located in the Northwest 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northwest corner of Lot 17 of "Groll's Edgewater Subdivision", as recorded in Liber 21 of Plats, on Page 3, Oakland County Records; thence South 27°10'26" East, 131.26 feet, along the Westerly line of said Lot 17, for a POINT OF BEGINNING; thence North 73°01'10" East, 53.80 feet; thence Due East, 21.07 feet; thence Due South, 39.93 feet; thence 6.30 feet along a curve to the right, said curve having a radius of 32.50 feet, a central angle of 11°07'03" and a chord bearing and distance of North 82°48'20" West, 6.30 feet; thence 12.31 feet along a curve to the left, said curve having a radius of 32.88 feet, a central angle of 21°27'07" and a chord bearing and distance of North 87°57'56" West, 12.24 feet; thence South 62°49'34" West, 37.58 feet, to a point on the Westerly line of said Lot 17 of "Groll's Edgewater Subdivision"; thence North 27°10'26" West, 45.13 feet, along the Westerly line of said Lot 17 of "Groll's Edgewater Subdivision", to the POINT OF BEGINNING. All of the above containing 0.060 Acres.



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

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PHONE: 248.308.3331

**DRIFTWOOD BAR
AND GRILL**

SEC. 2, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	03-05-2018
JOB NO.:	13-020
DWG FILE:	13-020ESMT-B10
DRAWN BY:	DFR, DN
CHECK:	CS
SHEET:	1 OF 2

EXHIBIT C

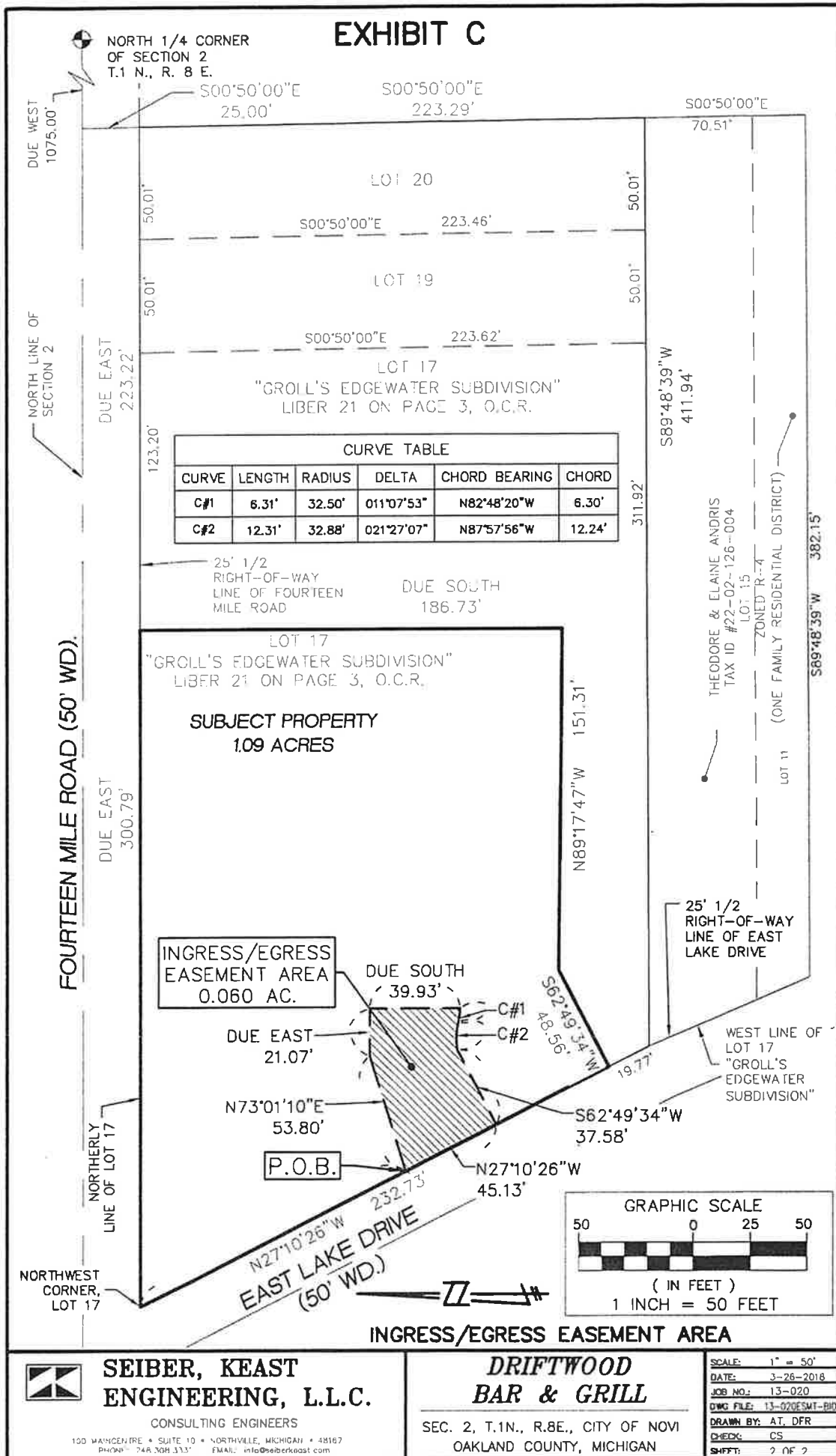


EXHIBIT D

DRIFTWOOD BAR AND GRILL BIO RETENTION EASEMENT AREA:

A Bio Retention Easement Area located in the Northwest 1/4 of Section 2, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; being more particularly described as commencing at the Northwest corner of Lot 17 of "Groll's Edgewater Subdivision", as recorded in Liber 21 of Plats, on Page 3, Oakland County Records; thence South 27°10'26" East, 176.39 feet, along the Westerly line of said Lot 17, for a POINT OF BEGINNING; thence North 62°49'34" East, 37.58 feet; thence 12.31 feet along a curve to the right, said curve having a radius of 32.88 feet, a central angle of 21°27'07" and a chord bearing and distance of South 87°57'56" East, 12.24 feet; thence 7.24 feet along a curve to the left, said curve having a radius of 32.50 feet, a central angle of 12°45'37" and a chord bearing and distance of South 83°37'12" East, 7.22 feet; thence Due East, 129.70 feet; thence South 00°42'13" West, 45.26 feet; thence North 89°17'47" West, 113.06 feet; thence South 62°49'34" West, 48.56 feet, to a point on the Westerly line of said Lot 17 of "Groll's Edgewater Subdivision"; thence North 27°10'26" West, 56.34 feet, along the Westerly line of said Lot 17 of "Groll's Edgewater Subdivision", to the POINT OF BEGINNING. All of the above containing 0.189 Acres.



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

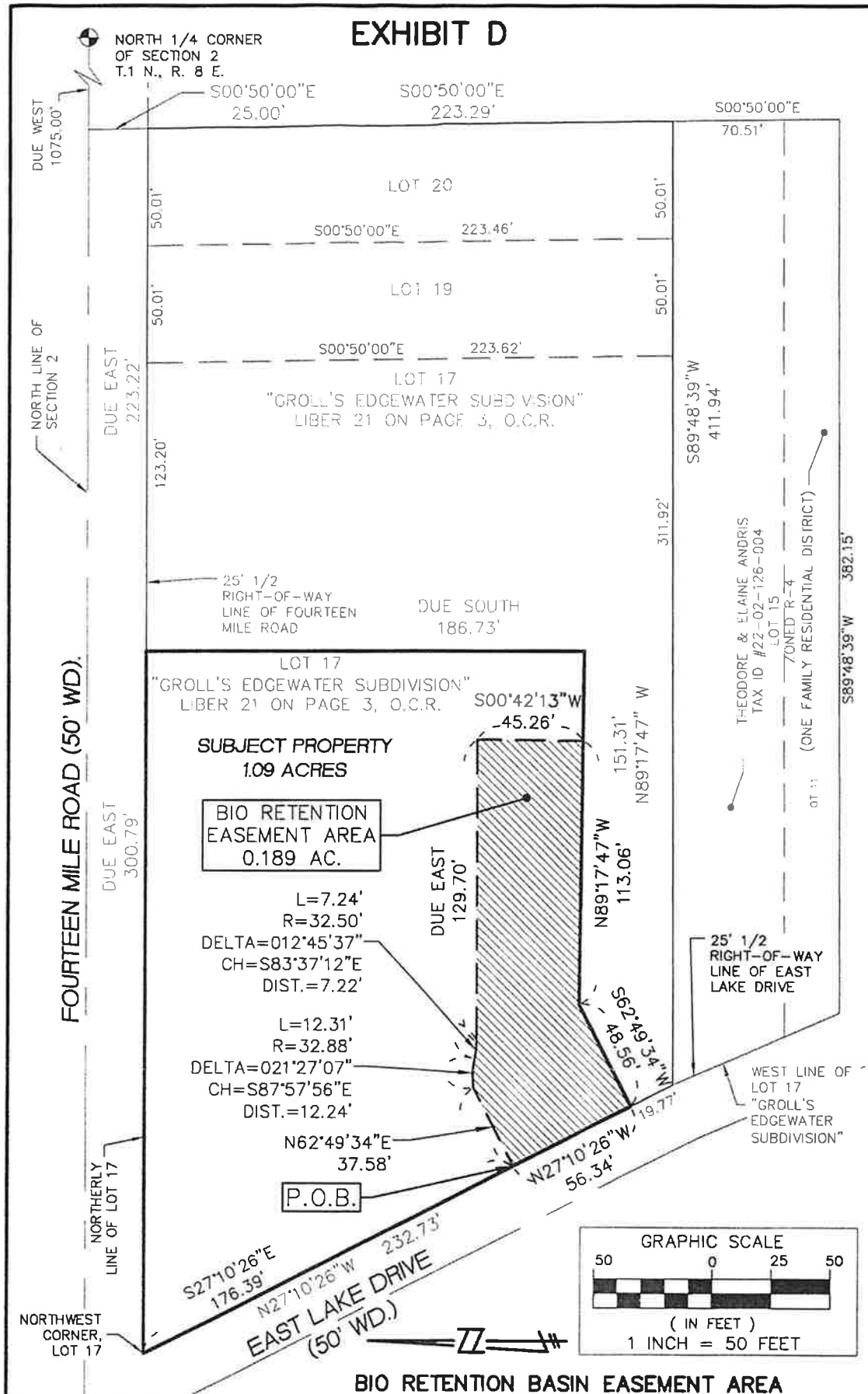
100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE : 248.308.3331

**DRIFTWOOD BAR
AND GRILL**

SEC. 2, T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MICHIGAN

SCALE:	NOT TO SCALE
DATE:	03-05-2018
JOB NO.:	13-020
DWG FILE:	13-020ESMT-BIO
DRAWN BY:	DFR, DN
CHECK:	CS
SHEET:	1 OF 2

EXHIBIT D



BIO RETENTION BASIN EASEMENT AREA



**SEIBER, KEAST
ENGINEERING, L.L.C.**

CONSULTING ENGINEERS

100 MAINCENTRE • SUITE 10 • NORTHVILLE, MICHIGAN • 48167
PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

**DRIFTWOOD
BAR & GRILL**

SEC. 2, T.1N., R.8E., CITY OF NOV
OAKLAND COUNTY, MICHIGAN

SCALE: 1" = 50'
DATE: 3-26-2018
JOB NO.: 13-020
DWG FILE: 13-020ESWT-BIO
DRAWN BY: AT, DFR
CHECK: CS
SHEET: 2 OF 2

August 14, 2024

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

Re: Driftwood Bar and Grill - Acceptance Documents Review #5
Novi # JSP17-0007
SDA Job No. NV18-202
FINAL DOCUMENTS APPROVED

Dear Mr. Croy:

We have reviewed the Acceptance Document Package received by our office on August 14, 2024 against the Final Site Plan (Stamping Set) approved on April 25, 2018. We offer the following comments:

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.

1. On-Site Water System Easement – (executed 03/24/2022: exhibit dated 03/26/18)
Exhibits Approved.
2. Off-Site Drainage Easement – (executed: exhibit dated 03/26/18)
Exhibits Approved
3. Storm Drainage Facility / Maintenance Easement Agreement (executed 07/15/24: exhibit dated 03/26/18)
Exhibits A, B, C, & D Approved.
4. Sidewalk Easement – (executed 03/24/2022: exhibit dated 03/26/18)
Exhibits Approved.
5. Bills of Sale: Water Supply System – SUPPLIED – APPROVED.
6. Full Unconditional Waivers of Lien from contractors installing public utilities – SUPPLIED – APPROVED.
7. 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.

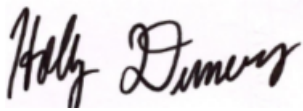
The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the mayor's signature.

It should be noted that the Plan Review Center Report dated August 23, 2017 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
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
Dan Commer, City of Novi

August 9, 2024

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

Re: Driftwood Bar & Grill
Storm Water Detention System Inspection
Novi SP No.: JSP17-0007
SDA Job No.: NV18-202

Dear Mrs. Anjum:

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

If you have any questions, please do not hesitate to contact us at our office.

Sincerely,

SPALDING DeDECKER

Ted Meadows Digitally signed by Ted Meadows
Date: 2024.08.09 16:15:30 -04'00'

Ted Meadows
Vice President/Senior Project Manager

cc: Sarah Marchioni, City of Novi – Building Project Coordinator (e-mail)
Angela Sosnowski, City of Novi – Bond Coordinator (e-mail)
Scott Roselle, City of Novi – Water and Sewer Asset Manager (e-mail)
Charles Shattelroe, Driftwood Bar and Grill (e-mail)
SDA CE Job File