



CITY of NOVI CITY COUNCIL

Agenda Item S
March 13, 2017

SUBJECT: Acceptance of a Wetland Conservation Easement from ATI Land Holdings LLC for a wetland conservation area as part of the ATI Headquarters project site, JSP 14-40, located on the west side of Meadowbrook Road and north the I-96 freeway in Section 14 of the City.

SUBMITTING DEPARTMENT: Community Development Department – Planning

Bauby

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The applicant has received site plan approval for a new 107,400 square foot office and research building for a 12.56 acre site located on the west side of Meadowbrook Road and north of the I-96 freeway. The project is being developed as a two-story building to serve as ATI's headquarters. The Planning Commission approved the Preliminary Site Plan, Wetland Permit, and Stormwater Management Plan on October 8, 2014. Construction is underway and the building is nearing completion.

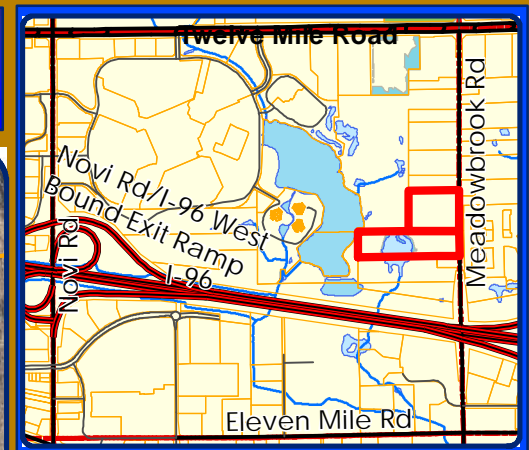
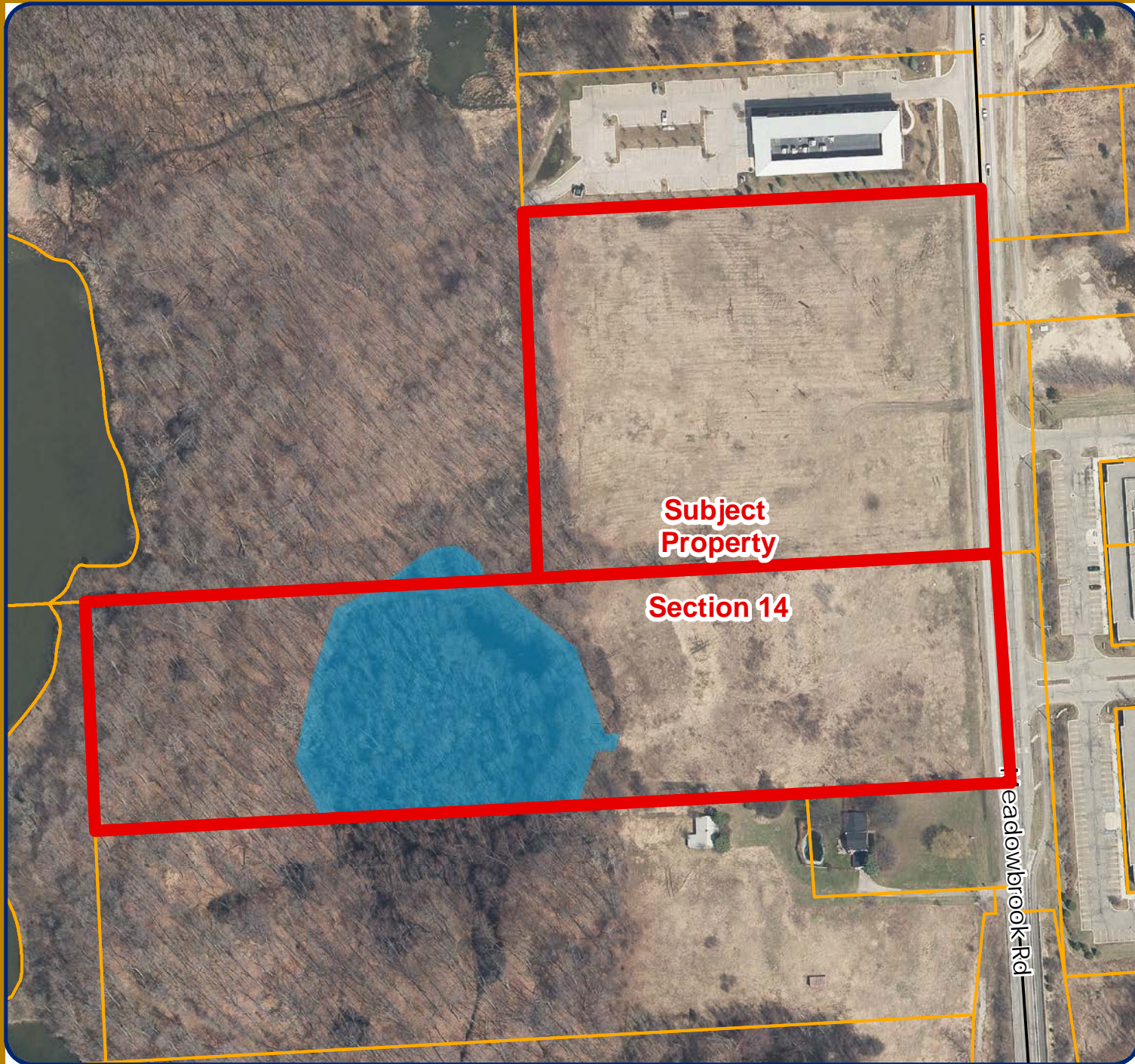
The applicant is providing a Wetland Conservation Easement over wetlands just west of center on the southern parcel. The easement protects existing wetlands on site which are graphically depicted in Exhibit A. The total preservation area is 2.82 acres, or approximately 22 percent of the site.

The easement has been reviewed by the City Attorney's Office and the City's Consulting Engineer, along with planning staff. It is in a form ready to be accepted by the City Council.

RECOMMENDED ACTION: Acceptance of a Wetland Conservation Easement from ATI Land Holdings LLC for a wetland conservation area as part of the ATI Headquarters project site, JSP 14-40, located on the west side of Meadowbrook Road and north the I-96 freeway in Section 14 of the City.

LOCATION MAP

JSP14-40: ATI Headquarters Proposed Conservation Easement



LEGEND

- Sections
- Wetlands Only
- Woodlands Only
- Wetlands and Woodlands
- Unclassified

CITY OF NOVI
Community Development Department
Civic Center
45175 W Ten Mile Road
Novi, MI 48375
www.cityofnovi.org

Map Author: Kirsten Mellem
Date: 02/02/2017
Project: JSP14-40: ATI Headquarters
Version #: 2

0 50 100 200 300 Feet
1 inch = 208 feet

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 of Novi GIS Manager to confirm source and accuracy information related to this map.

ATTORNEY LETTER



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive, Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

February 1, 2017

Barb McBeth, City Planner
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

**RE: ATI Landholdings
Wetland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Wetland Conservation Easement from the Applicant. All required changes have been made to the content and format of the Conservation Easement. The exhibits have been reviewed and approved by the City's Consulting Engineer. The Wetland Conservation Easement may be placed on an upcoming City Council Agenda for acceptance.

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

Sincerely,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth K. Saarela

EKS
Enclosures

C: Cortney Hanson, Clerk (w/Original Enclosures to follow by Interoffice Mail)
Charles Boulard, Community Development Director (w/Enclosures)
Sri Komaragiri, Planner (w/Enclosures)
Kirsten Mellem, Planner (w/Enclosures)
George Melistas, Engineering Senior Manager (w/Enclosures)

Barb McBeth, City Planner
February 1, 2017
Page 2

Angie Pawlowski, Community Development Bond Coordinator (w/Enclosures)
Aaron Staup, Construction Engineer (w/Enclosures)
Theresa Bridges, Civil Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Brittany Allen, Taylor Reynolds, and Ted Meadows, Spalding DeDecker (w/Enclosures)
Sue Troutman, City Clerk's Office (w/Enclosures)
Carl Becker and Juliet Murphy, Becker Law Firm (w/Enclos Thomas R. Schultz, Esquire

WETLAND EASEMENT

WETLAND CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT made this 13 day of January, 2017, by and between ATI Land Holdings LLC whose address is 3640 North Woods Drive, West Bloomfield, Michigan 48324 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section _ of the City of Novi, Oakland County, Michigan, described in Exhibit A as parcel 22-14-401-016, attached hereto and made a part hereof (the "Property"). Grantor has received final site plan approval for construction of an office complex development which it also owns referred to in Exhibit A as parcel 22-14-0200-015, subject to provision of an appropriate easement to permanently protect the wetland areas natural feature setback areas located on parcel 22-14-401-016 from destruction or disturbance. Grantor desires to grant such an easement on the dotted area of parcel 22-14-401-016 (Exhibit A) in order to protect the area.

B. The Conservation Easement Areas (the "Easement Areas") situated on the Property are more particularly described on the second page of Exhibit A, attached hereto and made a part hereof, the first page of which contains a drawing depicting the protected area (Exhibit A dotted area of 22-14-410-016).

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Conservation Easement, which shall be binding upon the Grantor, and the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees. This Conservation Easement is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, upon the terms and conditions set forth herein as follows:

1. The purpose of this Conservation Easement is to protect the wetlands and wetland mitigation areas as shown on the attached and incorporated Exhibit A. The subject areas shall be perpetually preserved and maintained, in their natural and undeveloped condition, unless

authorized by permit from the City, and, if applicable, the Michigan Department of Environmental Quality and the appropriate federal agency.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the wetlands, natural features areas and/or vegetation within the Easement Area, including altering the topography of; placing fill material in; dredging, removing or excavating soil, minerals, or trees, and from constructing or placing any structures on; draining surface water from; or plowing, tilling, cultivating, or otherwise altering or developing, and/or constructing, operating, maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted in the Easement Areas after the date of this Conservation Easement with the exception of plantings approved, in advance, by the City in accordance with all applicable laws and ordinances.

4. This Conservation Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area at their own risk to determine whether the Easement Area is being maintained in compliance with the terms of the Conservation Easement.

5. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Document, and/or in the event of a failure to preserve and/or maintain the wetland and/or mitigation areas in reasonable order and condition, the City may serve written notice upon the Grantor setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Grantor to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified, the City shall then have the power and authority, but not obligation to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate and in accordance with the approved site plan approval, as the case may be. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor or its assigns, as the case may be, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots subject to the Easement. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor or its assigns, as the case may be, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot subject to the Easement, and shall accrue interest and penalties,

GRANTEE

CITY OF NOVI
A Municipal Corporation

By: _____

Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

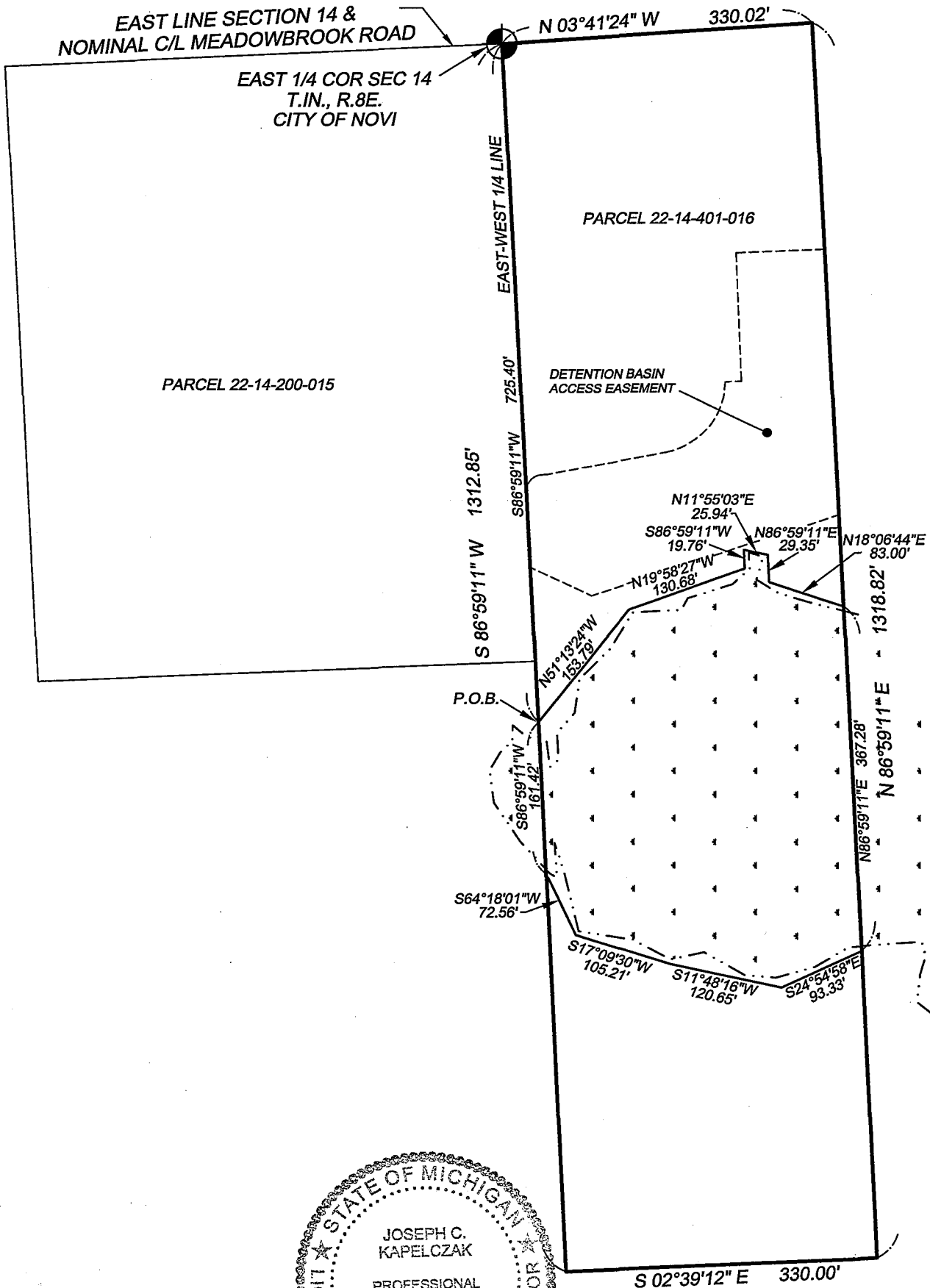
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

Drafted By:
Elizabeth K. Saarela, Esquire
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331

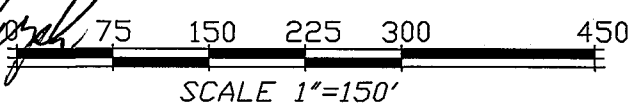
After Recording, Return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

EXHIBIT "A"



STATE OF MICHIGAN
 JOSEPH C. KAPELOZAK
 PROFESSIONAL SURVEYOR
 No. 24598

Joseph C. Kapelezak



Scale:
1"=150'
Date:
9/26/16
Job No.:
10196
Sht. No.:
1 of 2

ACCURATE TECHNOLOGIES, INC.
 CITY OF NOVI, OAKLAND CO., MI.

CONSERVATION EASEMENT



8615 RICHARDSON ROAD
 SUITE 100
 COMMERCE TWP, MI. 48390
 PHONE: 248-363-2550
 FAX: 248-363-1646

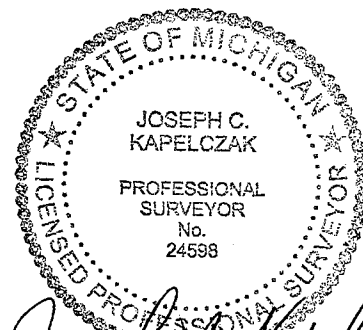
EXHIBIT "A"

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 14, SAID POINT BEING S 86°59'11" W, 725.40 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE CONTINUING S 86°59'11"W, 161.42 FEET; THENCE S 64°18'01" W, 72.56 FEET; THENCE S 17°09'30" W, 105.21 FEET; THENCE S 11°48'16" W, 120.65 FEET; THENCE S 24°54'58" E, 93.33 FEET; THENCE N 86°59'11" E, 367.28 FEET; THENCE N 18°06'44" E, 83.00 FEET; THENCE N 86°59'11" E, 29.35 FEET; THENCE N 11°55'03" E, 25.94 FEET; THENCE S 86°59'11" W, 19.76 FEET; THENCE N 19°58'27" W, 130.68 FEET; THENCE N 51°13'24" W, 153.79 FEET TO THE POINT OF BEGINNING. CONTAINING 2.82 ACRES.

THE ABOVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

PART OF THE SOUTHEAST 1/4 OF SECTION 14, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S86°59'11"W ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 14, 1312.85 FEET; THENCE S02°39'12"E, 330.00 FEET; THENCE N86°59'11"E, 1318.82 FEET TO THE EAST LINE OF SAID SECTION 14; THENCE N03°41'24"W ALONG SAID EAST LINE, 330.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.97 ACRES AND SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



Joseph C. Kapelczak

Scale:
1"=150'
Date:
9/26/16
Job No.:
10196
Sht. No.:
2 of 2

**ACCURATE
TECHNOLOGIES, INC.**
CITY OF NOVI, OAKLAND CO., MI.

**CONSERVATION
EASEMENT**



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