



# CITY of NOVI CITY COUNCIL

**Agenda Item H**  
**May 18, 2009**

**SUBJECT:** Acceptance of a Conservation Easement from Haggerty Corridor Partners, LLC for the LaSalle Technology Centre South site, for an off-site mitigation area located north of Thirteen Mile Road, and west of Haggerty Road, in Section 1.

**SUBMITTING DEPARTMENT:** Community Development Department - Planning *Plan. 43*

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

As part of the site plan approval for LaSalle Technology Center South, located on the west side of Cabot Drive, south of Lewis Drive, the applicant is providing off-site wetland mitigation, on a property the Haggerty Corridor Partners owns to the north of Thirteen Mile Road. This conservation easement will cover a portion of the buffer only on a wetland in a designated off-site mitigation area located to the north of Thirteen Mile Road.

The Planning Commission approved the Preliminary Site Plan, Woodland Permit, Wetland Permit and Stormwater Management Plan for LaSalle Technology Centre South on July 27<sup>th</sup>, 2005. Final Stamping Set approval was issued on March 7<sup>th</sup>, 2006.

Exhibit B graphically depicts the areas being preserved. A total of 18,642 square feet of wetland buffer is being preserved.

The easement has been reviewed by the City's professional staff and consultants and is currently in a form acceptable to the City Attorney's office for acceptance by the City Council.

**RECOMMENDED ACTION:** Acceptance of a Conservation Easement from Haggerty Corridor Partners, LLC for the LaSalle Technology Centre South site, for an off-site mitigation area located north of Thirteen Mile Road, and west of Haggerty Road, in Section 1.

	1	2	Y	N
Mayor Landry				
Mayor Pro-Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**APPROVAL LETTER FROM  
CITY ATTORNEY**

April 13, 2009

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudlu@secretwardle.com

Barb McBeth, Deputy Director of Community Development  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375-3024

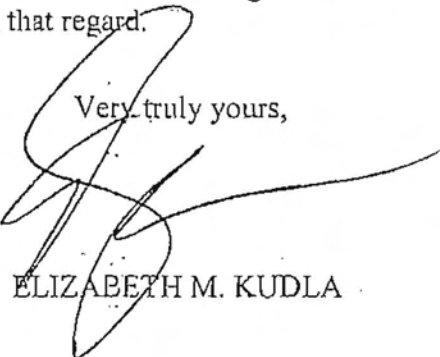
**Re: LaSalle Technology Centre South- SP05-18  
Conservation Easement  
Our File No: 660080.NOVI**

Dear Ms. McBeth:

We have received and reviewed a revised Conservation Easement for the LaSalle Technology Centre South. The Conservation Easement preserves an off-site area that the developer has set aside for mitigation measures for LaSalle South site and the developer's other developments in the area. All previously noted issues have been addressed, including those set forth in our February 10, 2006 review report to Tim Schmitt. It is our understanding that the City's Planner has approved the attached exhibits depicting and describing the areas required to be preserved. As such, the 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.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

- C: Maryanne Cornelius, Clerk (w/original Enclosures)
- Mark Spencer, Planner (w/Enclosures)
- Charles Boulard, Building Official (w/Enclosures)
- Sarah Marchioni, Building Permit Coordinator (w/Enclosures)
- Sue Troutman, City Clerk's Office (w/Enclosures)
- John A. Freeland, ECT Environmental (w/Enclosures)
- Julie Chalmers, Northern Equities (w/Enclosures)
- Thomas R. Schultz, Esquire (w/Enclosures)

C:\N\Port\N\manage\BKUDLA\1197624\_2.DOC

**LOCATION/AIR PHOTO**






# LaSalle South Technology Centre Conservation Easement

Location

## Legend

 Approx. Location of Proposed Easement



Thirteen Mile Rd

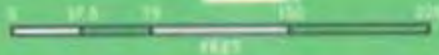
Cabot Dr

### CITY OF NOVI

DEPARTMENT OF COMMUNITY DEVELOPMENT

4375 W. THIRTEEN MILE ROAD  
NOVI, MI 48275-3024  
(734) 341-0875

MAP PREPARED BY: Nicole Kaporoski, Planner



1 INCH = 150 FEET

MAP PRINT DATE: 05/17/23

#### MAP INTERPRETATION NOTICE

This information depicted is not intended to represent or substitute for any official or primary source. This map was intended to assist National Map Accuracy Standards and was the most accurate available source available to the planner of the City of Novi. Boundaries, measurements and area calculations are approximate and should not be considered as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1976 as amended. Please contact the City GIS Manager to confirm source and accuracy of information shown in this map.

**CONSERVATION EASEMENT**

## CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 20th day of March, 2009, by and between HCP LAND LLC, a Michigan limited liability company whose address is 39000 Country Club Drive, Farmington Hills, Michigan 48331 (hereinafter the "Grantor"), and the City of Novi, and its successors or assigns, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (hereinafter the "Grantee").

### RECITATIONS:

A. Grantor owns a certain parcel of land situated in Section 1 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). An affiliate of Grantor has received final site plan approval for and has constructed an office/research/technology development on certain real property located near the Property. In connection therewith, Grantor established a mitigation area for replacement of woodlands and wetlands removed from the office/research/technology development property and other developments owned by Grantor in the area. Grantee has required that Grantor provide, and Grantor has agreed to provide, appropriate easements to permanently protect, preserve and/or maintain the woodlands, wooded wetlands certain replacement trees, wetlands, wetland mitigation areas and wetlands buffers from destruction or disturbance. Grantor desires to grant such an easement in order to protect the area.

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

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, 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 woodlands, wooded wetlands certain replacement trees, wetlands, wetland mitigation areas and wetlands buffers as shown on the attached and incorporated Exhibits B and C. The subject woodland, wooded wetland, wetland and wetland buffer 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. The replacement trees and wetland mitigation areas shall be maintained in accordance with the final approved plans.

2. Except for and subject to the activities which have been expressly authorized by permit, there shall be no disturbance of the woodlands, wooded wetlands certain replacement trees, wetlands, wetland mitigation areas and wetlands buffers wetlands 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, or maintaining any use or development in the Easement Area.

3. No grass or other vegetation shall be planted by Grantor or others within Grantors control in the Easement Areas 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 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 protect, preserve and/or maintain the woodlands, wooded wetlands certain replacement trees, wetlands, wetland mitigation areas and/or wetlands buffers 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 in the notice, 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 upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. 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, and such amount shall constitute a lien on an equal pro rata basis as to all of the lots on the property. 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, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and 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 Grantor and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

6. Within 180 days (weather permitting) after the Conservation Easement shall have been recorded, Grantor, at its sole expense, shall place a sign defining the boundaries of the Easement Area and describing its protected purpose, as indicated herein.

7. This Conservation Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

8. Grantor shall state, acknowledge and/or disclose the existence of this Conservation Easement, either generally or specifically, on legal instruments used to convey an interest in the property.



IN WITNESS WHEREOF, Grantor and Grantee have executed the Conservation Easement as of the day and year first above set forth.

HCP LAND LLC, a Michigan limited liability company

By: HAGGERTY CORRIDOR PARTNERS LLC,  
a Michigan limited liability company, its sole member

By: FG 38 Corporation, a Michigan corporation  
Its: Manager

By: Matthew S. Sosin  
Matthew S. Sosin, Vice President

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2009, by Matthew S. Sosin, as the Vice President FG 38 Corporation, a Michigan corporation which is the Manager of Haggerty Corridor Partners LLC, a Michigan limited liability company, which is the sole member of HCP LAND LLC, a Michigan limited liability company.

**NOTARY PUBLIC**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES NOV 14, 2010  
ACTING IN COUNTY OF Oakland

Julie A. Chalmer  
Notary Public  
State of Michigan, Oakland County  
My Commission expires: 11-17-10  
Acting in Oakland County

(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 \_\_\_\_\_, 200\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
State of Michigan, Oakland County  
My Commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Drafted by:  
Elizabeth M. Kudla  
30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

When recorded return to:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile  
Novi, MI 48375

A R Decker & Associates  
Consulting Engineers  
Civil - Structural  
920 East Long Lake Road  
Troy, Michigan 48065  
Telephone (248) 528-3779  
Facsimile (248) 528-3548  
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'A'  
LEGAL DESCRIPTION

NOTE: NO FIELD WORK  
DONE AS PART OF THIS  
PLAN. ALL EASEMENT  
INFORMATION IS BASED  
ON BOUNDARY SURVEY  
BY JCK & ASSOCIATES,  
INC., JOB No.  
30-09535, DATED  
02-02-05.

LEGAL DESCRIPTION - SPARTAN-HAGGERTY PROPERTIES SECTION 1, CITY OF NOVI  
A PARCEL OF LAND, PART OF THE EAST 1/2 OF SECTION 1, T1N., R6E., CITY OF  
NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS: BEGINNING AT A POINT LOCATED N02°30'04"W 632.02 FEET ALONG THE  
EAST LINE OF SECTION 1 AND S85°30'21"W 33.02 FEET TO THE WEST ROW LINE OF  
HAGGERTY ROAD FROM THE SOUTHEAST CORNER OF SECTION 1; THENCE  
S85°30'21"W 311.98 FEET; THENCE S02°30'04"E 454.16 FEET TO THE NORTH ROW  
LINE OF THE RELOCATED THIRTEEN MILE ROAD, BEING A POINT ON A CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT 743.73 FEET ALONG THE  
NORTH ROW LINE OF THIRTEEN MILE ROAD TO A POINT OF TANGENT, SAID CURVE  
HAVING A RADIUS OF 5819.58 FEET, CENTRAL ANGLE OF 7°19'20" AND CHORD  
BEARING AND DISTANCE S81°40'19"W 743.22 FEET; THENCE ALONG THE NORTH  
ROW OF THIRTEEN MILE ROAD, S77°54'36"W 118.25 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 176.05 FEET ALONG THE  
NORTH ROW LINE OF THIRTEEN MILE ROAD TO A POINT ON A CURVE, SAID CURVE  
HAVING A RADIUS OF 5639.58 FEET, CENTRAL ANGLE OF 1°47'19" AND CHORD  
BEARING AND DISTANCE OF S78°58'23"W 176.05 FEET; THENCE ALONG THE  
INTERNATIONAL TRANSMISSION COMPANY BOUNDARY LINE FOR THE FOLLOWING  
THREE COURSES: N02°54'56"W 708.37 FEET; THENCE S85°14'34"W 90.04 FEET;  
THENCE S02°54'56"E 716.25 FEET TO A POINT ON A CURVE ON THE NORTH ROW  
LINE OF THIRTEEN MILE ROAD; THENCE ALONG THE ARC OF A CURVE TO THE  
RIGHT 495.89 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF  
5639.58 FEET, CENTRAL ANGLE OF 5°02'17" AND CHORD BEARING AND DISTANCE  
OF S83°14'22"W 495.73 FEET; THENCE N04°14'30"W 15.00 FEET TO A POINT ON A  
CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, 173.70 FEET ALONG  
THE NORTH LINE OF THIRTEEN MILE ROAD TO A POINT OF TANGENT, SAID CURVE  
HAVING A RADIUS OF 5624.58 FEET, CENTRAL ANGLE OF 1°46'10" AND CHORD  
BEARING AND DISTANCE OF S86°38'35"W 173.70 FEET; THENCE S87°31'40"W 163.06  
FEET ALONG THE NORTH ROW LINE OF THIRTEEN MILE ROAD TO ITS INTERSECTION  
WITH THE EAST ROW LINE OF M - 5; THENCE ALONG THE EAST ROW LINE OF M -  
5 FOR THE FOLLOWING FIVE COURSES: N02°27'44"W 516.46 FEET; THENCE S87°  
32'16"W 50.00 FEET; THENCE N02°27'44"W 710.15 FEET TO A POINT OF CURVE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 1453.54 FEET TO A POINT  
OF TANGENT, SAID CURVE HAVING A RADIUS OF 11320.16 FEET, CENTRAL ANGLE  
OF 7°21'25" AND CHORD BEARING AND DISTANCE OF N01°12'59"E 1452.54 FEET;  
THENCE N04°53'41"E 1198.00 FEET; THENCE N86°48'52"E 2037.14 FEET TO THE  
WEST ROW LINE OF HAGGERTY ROAD BEING 60 FEET WEST OF THE EAST LINE OF  
SECTION 1; THENCE ALONG THE WEST ROW LINE OF HAGGERTY ROAD FOR THE  
FOLLOWING FOUR COURSES: S02°30'22"E 637.15 FEET; THENCE N86°43'09"E 27.00  
FEET TO A POINT THAT IS 33 FEET WEST OF THE EAST LINE OF SECTION 1;  
THENCE S02°30'22"E 637.11 FEET; THENCE S02°30'04"E 1992.59 FEET TO THE  
POINT OF BEGINNING.

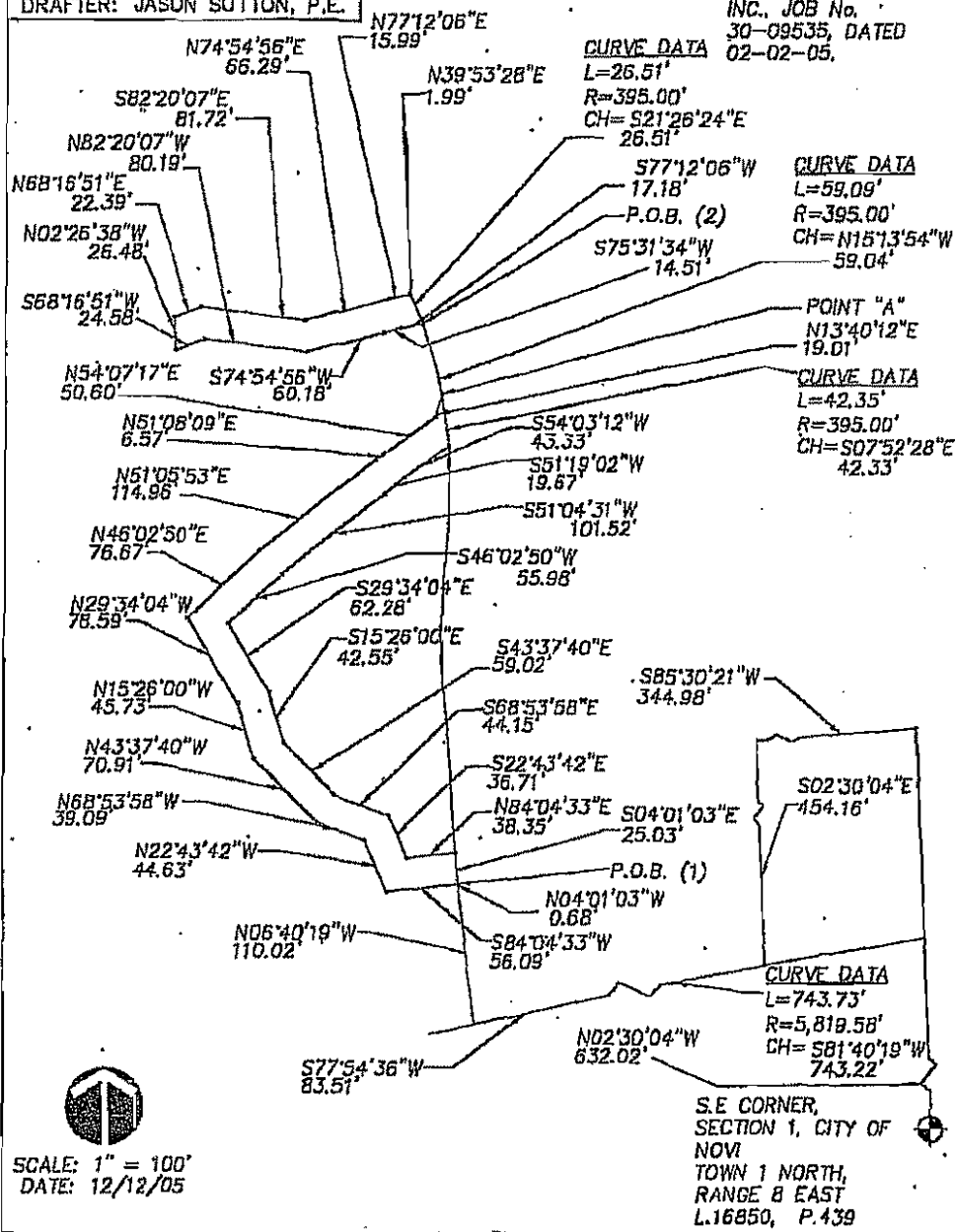
CONTAINING 190.50 ACRES AND SUBJECT TO THE FOLLOWING EASEMENTS:  
BUCKEYE PIPELINE, AS RECORDED IN L.5508, P.345 AND L.5453, P.527, DETROIT  
EDISON L.4504, P.596, L.3247, P.60, SANITARY SEWER EASEMENTS L.22132, P.163,  
L.22132, P.169 THROUGH 174.

DATE: 12/12/05

A R Decker & Associates  
 Consulting Engineers  
 Civil - Structural  
 920 East Long Lake Road  
 Troy, Michigan 48065  
 Telephone (248) 528-3779  
 Facsimile (248) 528-3548  
 DRAFTER: JASON SUTTON, P.E.

**EXHIBIT 'B'**  
 BUFFER CONSERVATION EASEMENT

NOTE: NO FIELD WORK  
 DONE AS PART OF THIS  
 PLAN. ALL EASEMENT  
 INFORMATION IS BASED  
 ON BOUNDARY SURVEY  
 BY JCK & ASSOCIATES,  
 INC., JOB No.  
 30-09535, DATED  
 02-02-05.



SCALE: 1" = 100'  
 DATE: 12/12/05

S.E. CORNER,  
 SECTION 1, CITY OF  
 NOV  
 TOWN 1 NORTH,  
 RANGE 8 EAST  
 L.16850, P.439

A R Decker & Associates  
Consulting Engineers  
Civil - Structural  
920 East Long Lake Road  
Troy, Michigan 48065  
Telephone (248) 528-3779  
Facsimile (248) 528-3548  
DRAFTER: JASON SUTTON, P.E.

EXHIBIT 'C'  
BUFFER CONSERVATION EASEMENT

NOTE: NO FIELD WORK  
DONE AS PART OF THIS  
PLAN. ALL EASEMENT  
INFORMATION IS BASED  
ON BOUNDARY SURVEY  
BY JCK & ASSOCIATES,  
INC., JOB No.  
30-09535, DATED  
02-02-05.

BUFFER CONSERVATION EASEMENT:

A PARCEL OF LAND, PART OF THE EAST 1/2 OF SECTION 1, T1N., R8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT LOCATED N02°30'04"W 832.02 FEET ALONG THE EAST LINE OF SECTION 1 AND S85°30'21"W 344.98 FEET AND S02°30'04"E 454.16 FEET TO THE NORTH ROW LINE OF THE RELOCATED THIRTEEN MILE ROAD, BEING A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 743.73 FEET ALONG THE NORTH ROW LINE OF THIRTEEN MILE ROAD TO A POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 5819.58 FEET, AND CHORD BEARING AND DISTANCE S81°40'19"W 743.22 FEET AND ALONG THE NORTH ROW OF THIRTEEN MILE ROAD, S77°54'36"W 83.51 FEET AND N.06°40'19"W, 110.02 FEET AND N.04°01'03"W, 0.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 1 TO THE POINT OF BEGINNING(1); THENCE S.84°04'33"W, 56.09 FEET; THENCE N.22°43'42"W, 44.63 FEET; THENCE N.88°53'58"W, 39.09 FEET; THENCE N.43°37'40"W, 70.91 FEET; THENCE N.15°26'00"W, 45.73 FEET; THENCE N.29°34'04"W, 78.59 FEET; THENCE N.46°02'50"E, 76.67 FEET; N.51°05'53"E, 114.96 FEET; THENCE N.51°08'09"E, 6.57 FEET, THENCE N.54°07'17"E, 50.60 FEET; THENCE N.13°40'12"E, 19.01 FEET TO POINT ALSO KNOWN AS POINT "A"; THENCE 42.35 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING S.07°52'28"E, 42.33 FEET; THENCE S.54°03'12"W, 43.33 FEET; THENCE S.51°19'02"W, 19.67 FEET; THENCE S.51°04'31"W, 101.52 FEET; THENCE S.46°02'50"W, 55.98 FEET; THENCE S.29°34'04"E, 62.28 FEET; THENCE S.15°26'00"E, 42.55 FEET; THENCE S.43°37'40"E, 59.02 FEET; THENCE S.68°53'58"E, 44.15 FEET; THENCE S.22°43'42"E, 36.71 FEET; THENCE N.84°04'33"E, 38.35 FEET; THENCE S.04°01'03"E, 25.03 FEET TO THE POINT OF BEGINNING (1). ALSO BEGINNING AT POINT "A", THENCE 59.09 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING N.15°13'54"W, 59.04 FEET TO THE POINT OF BEGINNING (2); THENCE S.77°12'06"W, 17.18 FEET; THENCE S.75°31'34"W, 14.51 FEET; THENCE S.74°54'56"W, 60.18 FEET; THENCE N.82°20'07"W, 80.19 FEET; THENCE S.68°16'51"W, 24.58 FEET; THENCE N.02°26'38"W, 26.48 FEET; THENCE N.68°16'51"E, 22.39 FEET; THENCE S.82°20'07"E, 81.72 FEET; THENCE N.74°54'56"E, 66.29 FEET; THENCE N.77°12'06"E, 15.99 FEET; THENCE N.39°53'28"E, 1.99 FEET; THENCE 26.51 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 395.00 FEET AND A CHORD BEARING S.21°26'24"E, 26.51 FEET TO THE POINT OF BEGINNING (2). SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

DATE: 12/12/05



**EXCERPT FROM  
PLANNING COMMISSION MINUTES  
JULY 27, 2005**

*Excerpt from*

**PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, JULY 27, 2005 7:30 P.M.  
COUNCIL CHAMBERS - NOVI CIVIC CENTER  
45175 W. TEN MILE, NOVI, MI 48375  
(248) 347-0475**

**CALL TO ORDER**

The meeting was called to order at or about 7:30 p.m.

**ROLL CALL**

**Present:** Members John Avdoulos, Victor Cassis, Lynn Kocan, Michael Meyer, Mark Pehrson, Wayne Wrobel

**Absent:** Members Andrew Gutman, David Lipski

**Also Present:** Barbara McBeth, Director of Planning; Tim Schmitt, Planner; Mark Spencer, Planner; Lance Shipman, Landscape Architect; Ben Croy, Civil Engineer; David Gillam, City Attorney; Dr. John Freeland, Wetland Consultant; Larry DeBrincat, Woodland Consultant

**1. LaSALLE TECHNOLOGY CENTER SOUTH, SITE PLAN NUMBER 05-18**

The Public Hearing was opened on the request of Northern Equities Group for Preliminary Site Plan, Wetland Permit, Woodland Permit, and Storm Water Management Plan approval. The subject property is located in Section 12 on Cabot Drive, north of Twelve Mile and south of Lewis Drive in the OST, Office Service Technology District. The subject property is approximately 10.73 acres and the Applicant is proposing a 51, 587 sq. ft., one-story building for speculative office use.

Planner Tim Schmitt located the project on a map. The property is located on the west side of Cabot Drive and east of the M-5 connector. To the north is the LaSalle North Technology site. Across the street are Cabot Technology North and South buildings. To the south are two long narrow parcels – one owned by Northern Equities and the other owned by MDOT and acts as the remaining right-of-way for the M-5 connector. The property and the surrounding properties are zoned OST and master planned for Office. There are five zoning exceptions in the corridor.

There are substantial woodlands on the site. There are items to address on the Final Site Plan submittal, but the Consultant recommends approval of the plan.

There are no regulated wetlands on the site, but there are areas of small wetlands that will be mitigated by the Applicant. The City's Wetland Consultant has been working with the Applicant's Wetland Consultant, Erin Kleckner, on mitigation issues. The buffer area is a concern. The mitigation is proposed at the Haggerty Corridor 3 site, just south of this property. This is the location of the Columbus mitigation as well. Wetland enhancements and detention basin modifications were made in the area, and it seemed appropriate for this area to house the mitigation. This is a former basin area, small in size, between a couple of wetlands.



Mr. Schmitt located the LaSalle sites and the Cabot Tech sites. He said this building is consistent with the other buildings in this portion of the park.

The Planning Review noted that the loading zone is located in the "U" shape, which is acceptable. This lot will have to be combined with the LaSalle North site, or a Master Deed Amendment will have to be made. Otherwise, a ZBA variance will be required for a lack of parking lot setback along the northern property line. Previously, Northern Equities has tended to these issues as their sites came forward.

The Landscape Review indicated that a waiver is necessary for a right-of-way berm along the M-5 connector. M-5 is rather low at this point. The Applicant is proposing to provide the landscaping.

The Traffic Review and Engineering Review both recommend approval; there are minor items to address at the time of Final Site Plan submittal.

This is one of the few remaining sites in this park. The next phase of the park is expected to follow the existing Road and Utilities Ordinance, which will identify the woodlands and wetlands ahead of time. The Applicant has proposed to mitigate all of their natural feature impacts in the appropriate fashion.

Matthew Sosin, Northern Equities, 39000 Country Club Drive, Farmington Hills, addressed the Planning Commission. He said that the response to their development has been very good. This is not really a speculative building.

There was no correspondence and no one from the audience wished to speak. Chair Kocan closed the Public Hearing.

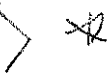
Member Pehrson thanked the Applicant for a well designed project. He asked what the percentage of dead trees was on the site. Woodland Consultant Larry DeBrincat said that the Applicant had misidentified a number of trees that were dead. The Ordinance defines a dead tree as one with less than 15% living canopy. There are a number of trees (six) that the Consultant did not think were dead, and further, they said this was not an inclusive list. The Applicant has been asked to reassess the trees.

Member Pehrson asked about the displaced habitat. Mr. DeBrincat located a wetland area near the Cabot South parcel that was donated to the City as a preservation area. There is some upland area. There are steep slopes to the land. There is a knoll. There is a piece of land that is probably big enough for another development, but Mr. DeBrincat suggested that some of the area be placed in another preservation easement. It could be a means of compensation for clearing another site. Mr. Schmitt clarified that the Applicant does not own the MDOT property. The upland property closest to Cabot Drive is owned by the Applicant. The other property, closest to M-5, is MDOT, and may be disposed of since the continuation of M-5 is no longer planned. This Applicant is likely in line to get that right-of-way back, but without knowing the future, it would not be prudent to discuss an easement at this time. The natural features are cut in half between these two properties. The wetland on the Applicant's property is two acres; the wetland on the MDOT property is  $\frac{3}{4}$  acre. Mr. Sosin said he was not prepared to describe what is going to happen to the MDOT property at this time.

Member Pehrson asked about the drainage on the property. Mr. DeBrincat said that the site is a bowl – it drains toward the central easterly portion of the site. The parking area and the developed area are going to pick up water. Any water falling on the exterior of the site is going to drain in the same direction as it does now. The drainage impact on the off-site trees as a result of this development would be nil.

Member Pehrson asked about the berm issue. Landscape Architect Lance Shipman said that there will be a similar treatment applied to this property as the others. Things are done differently along a freeway. The Applicant has done a nice job along the freeway thus far, and the same is expected of him here. Mr. Sosin agreed and said he would do a job similar to his other projects.

Member Avdoulos asked about the wetland landscaping. John Freeland of ECT, the City's Wetland Consultant, said that the Applicant proposed an emergent wetland to replace a forested wetland. The Applicant was asked to build a forested wetland, which would include red maples, silver maples, sycamores, swamp white oak and some other species that adapt to wetland conditions.

Member Avdoulos said that the Applicant has agreed to work with the City on a more equitable buffer. Dr. Freeland said that the Applicant proposed about 12,000 square feet of wetland buffer to replace 47,000 square feet of wetland buffer. Now the number is closer to 25,000 square feet. The enhancement of the buffer areas at the mitigation site and the replacement of the wooded wetland is an acceptable agreement to which the Applicant has agreed. 

Member Avdoulos asked why the Façade Review did not approve the project. Mr. Schmitt explained that the Applicant did not submit a façade board, because he was proposing the same materials as the LaSalle North building. The Façade Consultant and the Applicant have now worked this issue out. Member Avdoulos approved of the plan and noted the continued cooperation of the Applicant.

Moved by Member Avdoulos, seconded by Member Pehrson:

**In the matter of the request of Northern Equities for LaSalle Technology South, SP05-18, motion to grant approval of the Preliminary Site Plan, subject to: 1) A Planning Commission Waiver for the lack of a ROW berm along M-5 connector along the western property line; 2) The property combination ~~or~~ and/or Master Deed Amendment to combine the LaSalle North and the LaSalle South sites; and 3) The comments in the attached review letters being addressed at the time of Final Site Plan submittal; for the reason that the plan meets the intent of the Zoning Ordinance.**

## DISCUSSION

Chair Kocan was bothered by the clearing of all of the trees on this site. She did not hear anything about other considerations. She did not believe that the assumption should be that everything should be allowed to be cleared for development. She asked what preservation Mr. Sosin would propose.

Mr. Sosin said that only eight trees are classified as good trees. He understood that there are inconsistencies with the tree health survey, but he did not think that a revisit of that issue would yield a much different result. Mr. Sosin said that in this case, he is not maximizing the site. It is just a square lot and not much can be done with it. The site would yield another 12,000 – 15,000 square foot of building, but Northern Equities would prefer to have more green space. It is in their interest to make this a first class office park. There will be trees that stay, and there is incentive for Northern Equities to save as many trees as possible. He did not know whether any building will ever go up to the south; he did not know if they would ever procure the MDOT property. There are significant portions of this corporate park that will remain wetland and woodland. They did consider other options, but in the end, they are going to replace the trees that are being removed. Northern Equities has proposed preserving entire lots but none of their suggestions were well received by the City.

Chair Kocan asked for clarification on the building size versus the lot size. Mr. Sosin said that there are bump-outs that could have been left out of the building design. Mr. Shipman also responded, stating that the site is designed with landscape like a typical building meeting the Ordinance. With woodland replacements, the vacant land will be heavily landscaped. Mr. Sosin cited HCOC 4 and 5 as two buildings with ample landscaping.

Chair Kocan asked about the woodlands. Mr. DeBrincat said that the north half of the woodlands are of poorer quality than the south portion of the site. There are a number of dead trees. Many ash trees have been removed or have fallen. The south end is more of a hardwood variety – oak, hickory, maple, etc. The overall tree quality of Cabot South is similar to the south portion of this site.

Chair Kocan noted that the three access points are all to the north. She commented that the southerly property is owned by Northern Equities and wondered whether another access from the subject property would benefit that parcel. Mr. Schmitt responded that a similar issue happened with Cabot South; an administrative review updated those site plans to remove parking places to allow for a stub connection. With common parcel ownership, the City has less concern regarding cross access issues. Given Northern Equities' track record, and the uncertainty of something happening with the MDOT parcel, the City is comfortable with this site plan's omission of that cross access. It is up to the Planning Commission, if they wish enforce another access point. Then, Chair Kocan noted another access point on the plan. Mr. Sosin said that he was uncertain what would happen with the MDOT property and he preferred not to put in a stub at this time. The southerly property does have over 480 feet of frontage.

Member Cassis confirmed that the Applicant planned to plant many trees, both small and large. Member Cassis thanked the Applicant for the plan.

**ROLL CALL VOTE ON LaSALLE SOUTH, SP 05-18, PRELIMINARY SITE PLAN MOTION MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER PEHRSON:**

**In the matter of the request of Northern Equities for LaSalle Technology South, SP05-18, motion to grant approval of the Preliminary Site Plan, subject to: 1) A Planning Commission Waiver for the lack of a ROW berm along M-5 connector along the western property line; 2) The property combination ~~or~~ and/or Master Deed Amendment to combine the LaSalle North and the LaSalle South sites; and 3) The comments in the attached review letters being addressed at the time of Final Site Plan submittal; for the reason that the plan meets the intent of the Zoning Ordinance.**

***Motion carried 6-0.***

Moved by Member Avdoulos, seconded by Member Pehrson:

**ROLL CALL VOTE ON LaSALLE SOUTH, SP 05-18, WETLAND PERMIT MOTION MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER PEHRSON:**

**In the matter of the request of Northern Equities for LaSalle South, SP05-18, motion to grant approval of the Wetland Permit, subject to: 1) Revisions to the mitigation plans as indicated by the Applicant; and 2) The comments in the attached review letters being addressed at the time of Final Site Plan submittal; for the reason that the plan meets the intent of the Zoning Ordinance.**

***Motion carried 6-0.***



Moved by Member Avdoulos, seconded by Member Wrobel:

**ROLL CALL VOTE ON LaSALLE SOUTH, SP 05-18, WOODLAND PERMIT MOTION MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER WROBEL:**

**In the matter of the request of Northern Equities for LaSalle South, SP05-18, motion to grant approval of the Woodland Permit, subject to the comments in the attached review letters being addressed at the time of Final Site Plan submittal; for the reason that the plan meets the intent of the Zoning Ordinance.**

***Motion carried 6-0.***

Moved by Member Avdoulos, seconded by Member Wrobel:

**ROLL CALL VOTE ON LaSALLE SOUTH, SP 05-18, STORMWATER MANAGEMENT PLAN MOTION MADE BY MEMBER AVDOULOS AND SECONDED BY MEMBER WROBEL:**

**In the matter of the request of Northern Equities for LaSalle South, SP05-18, motion to grant approval of the Stormwater Management Plan, subject to the comments in the attached review letters being addressed at the time of Final Site Plan submittal; for the reason that the plan meets the intent of the Zoning Ordinance.**

***Motion carried 6-0.***