



CITY OF NOVI CITY COUNCIL
OCTOBER 25, 2021

SUBJECT: Acceptance of a Wetland Conservation Easement from West Park Investors, LLC, on behalf of BC Novaplex LLC, for preservation of a proposed wetland mitigation area being offered as a part of JSP19-24 Innova Apartments (Novaplex PRO). The off-site mitigation area is located on property south of Grand River Avenue and west of Providence Parkway, in Section 17 of the City.

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT, PLANNING

BACKGROUND INFORMATION:

The applicant received approval of a Planned Rezoning Overlay agreement and plan to build a 272-unit multiple family residential development on a 22-acre site located west of Haggerty Road and north of Twelve Mile Road in Section 12 of the City. The Planning Commission approved the Preliminary Site Plan, wetland permit, woodland permit, and storm water management plan on November 18, 2020. Final site plan approval has not yet been granted.

On-site impacts to existing wetland areas will require mitigation under the City's wetland ordinance. A portion of the mitigation is proposed to be constructed off-site, within the City of Novi, on property owned by West Park Investors, LLC. The wetland constructed within the easement shall be perpetually preserved and maintained, except as otherwise permitted in the easement document or approved site plan, unless authorized by the permit from the City. The easement area, described and graphically shown in Exhibit B of the easement document, is the area being preserved. The proposed wetland conservation area totals approximately 0.88 acres.

The easements have been reviewed by the City's professional staff and consultants. The easements are in a form acceptable to the City Attorney's office for consideration and acceptance by the City Council.

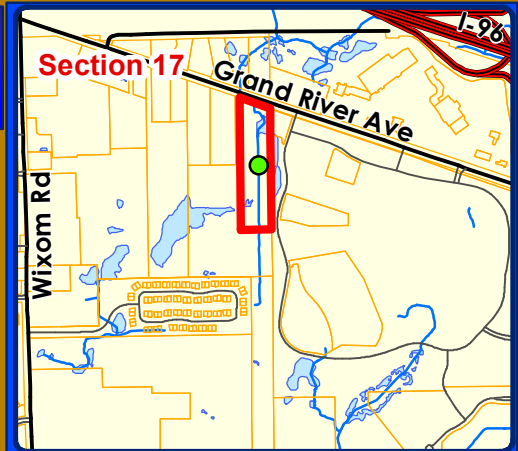
RECOMMENDED ACTION:

Acceptance of a Wetland Conservation Easement from West Park Investors, LLC, on behalf of BC Novaplex LLC, for preservation of a proposed wetland mitigation area being offered as a part of JSP19-24 Innova Apartments (Novaplex PRO). The off-site mitigation area is located on property south of Grand River Avenue and west of Providence Parkway, in Section 17 of the City.

MAP
Location Map with
Conservation Easement Areas


JSP19-24 INNOVA APARTMENTS

OFF-SITE WETLAND MITIGATION CONSERVATION EASEMENT




LEGEND

-  Subject Property
-  Conservation Easement Area



City of Novi
 Dept. of Community Development
 City Hall / Civic Center
 45175 W Ten Mile Rd
 Novi, MI 48375
cityofnovi.org

Map Author: Lindsay Bell
 Date: 10/18/2021
 Project: Innova, Off-Site
 Version #: 1



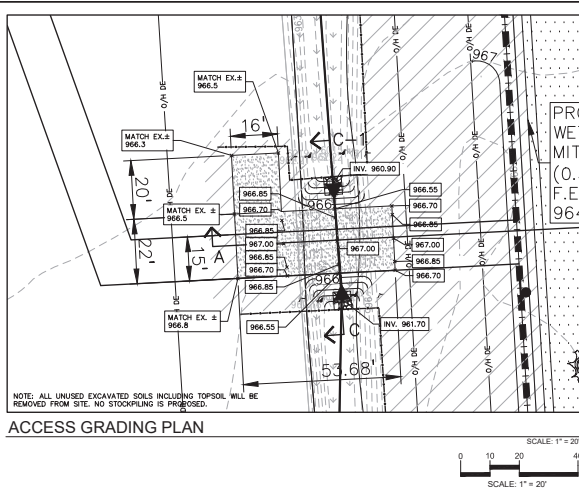
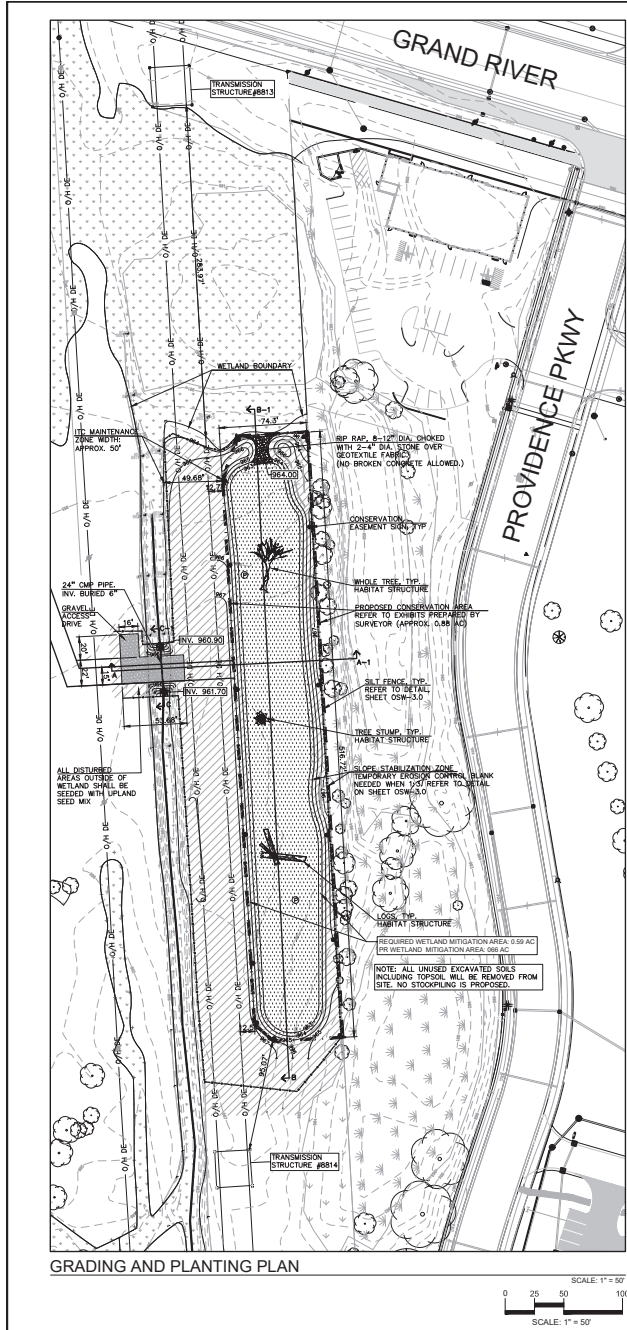
1 inch = 225 feet



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

SITE PLAN



WATER BUDGET ANALYSIS: ON-SITE AND OFF-SITE

WATER BUDGET ANALYSIS CHART ASSUMES NO RUNOFF TO PROVIDE A PERSPECTIVE OF ANNUAL RAINFALL SPECIFICALLY WITHIN THE WETLAND BASIN ITSELF. THEREFORE, THE ADDITIONAL WATERSHED FOR BOTH THE OFF-SITE AND ON-SITE LOCATIONS WILL PROVIDE ADDITIONAL WATER INPUTS INTO THE SYSTEM. GROUND WATER IS ZERO BECAUSE THERE IS NO CONNECTION TO A WATER TABLE. INFILTRATION IS ZERO TO DEMONSTRATE THE CLAY LOAM SOIL TYPE FOR BOTH SITES. LASTLY, WE PROVIDE A FOUR YEAR ROLL OVER TO DEMONSTRATE A DRY, WET AND AVERAGE ANNUAL RAINFALL COMPARED TO THE WETS 30-YEAR AVERAGE. THE WETS TABLE HAS BEEN PROVIDED. WATER BUDGET DEMONSTRATES OVER TIME SUFFICIENT LEVELS OF WATER FOR AN EMERGENT WETLAND SYSTEM. WATER LEVELS OVER 12 INCHES WILL DISCHARGE VIA THE RIPRAP SPILLWAY TO THE EXISTING WETLAND TO THE NORTH.

This information is copyrighted by the author who must be credited if this material is copied or used. Hydrograph preparation as described in - Gary J. Pierce, 1993. Planning Hydrology for Constructed Wetlands Wetland Training Institute, Inc. Poolsville, MD. WTI 93-2, 49pp.

Water Budget Spreadsheet Calculations - YEAR 2003
Annual Average Precipitation = 29.10 (Dry Year - Below WETS Average of 32.76)

Month	F	A	C	I	ET	Correlation Factor	ET Inches	Infiltration	Precip	Ground Water	Runoff**	Total depth change	Depth in Wetland
Jan	18.80	0.00	0.00	0.00	0.78	0.00	0.00	0.00	0.46	0.00	0.00	0.46	0.00
Feb	21.00	0.00	0.00	0.00	0.88	0.00	0.00	0.00	1.30	0.00	0.00	1.30	1.76
Mar	33.80	1.90	0.23	0.81	0.99	-0.32	-2.00	1.82	0.00	-0.00	1.26	0.32	11.23
Apr	45.70	6.70	1.55	3.10	1.11	-1.35	-2.00	3.05	0.00	0.00	-0.30	0.86	11.48
May	54.40	14.20	4.79	6.91	1.22	-3.32	-2.00	4.02	0.00	0.00	-1.29	0.00	10.87
Jun	64.30	17.70	6.66	8.74	1.27	-4.38	-2.00	3.04	0.00	0.00	-3.34	0.00	8.23
Jul	70.90	19.40	7.64	9.64	1.25	-4.74	-2.00	1.25	0.00	0.00	-5.49	0.00	4.84
Aug	71.30	18.20	6.94	9.00	1.16	-4.12	-2.00	1.26	0.00	0.00	-4.76	0.00	0.00
Sep	62.10	15.50	5.46	7.59	1.04	-3.12	-2.00	3.69	0.00	0.00	-1.43	0.00	1.53
Oct	48.80	8.90	2.37	4.20	0.92	-1.53	-2.00	2.49	0.00	0.00	-1.04	0.00	0.30
Nov	41.40	2.40	0.33	1.04	0.82	-0.33	-2.00	4.36	0.00	0.00	2.03	2.03	0.00
Dec	32.20	0.00	0.00	1.04	0.82	-0.33	-2.00	2.28	0.00	0.00	2.25	4.29	0.00
Weiir ht in		12		35.984807		0.76	0.00	0.00		29.10	0.00		
Latitude													

Water Budget Spreadsheet Calculations - YEAR 2004
Annual Average Precipitation = 34.64 (Average Year - WETS Average of 32.76)

Month	F	A	C	I	ET	Correlation Factor	ET Inches	Infiltration	Precip	Ground Water	Runoff	Total depth change	Depth in Wetland
Jan	18.30	0.00	0.00	0.00	0.78	0.00	0.00	0.00	1.71	0.00	0.00	1.71	6.00
Feb	26.30	0.00	0.00	0.00	0.88	0.00	0.00	0.00	0.87	0.00	0.00	0.87	6.87
Mar	38.50	1.90	0.23	0.81	0.99	-0.32	-2.00	2.69	0.00	0.00	0.37	7.04	4.29
Apr	48.40	6.70	1.55	3.10	1.11	-1.35	-2.00	0.33	0.00	0.00	-3.02	0.00	0.00
May	58.50	14.20	4.79	6.91	1.22	-3.32	-2.00	7.90	0.00	0.00	-2.99	6.81	4.73
Jun	65.70	17.70	6.66	8.74	1.27	-4.38	-2.00	4.49	0.00	0.00	-1.89	4.00	3.12
Jul	69.80	19.40	7.64	9.64	1.25	-4.74	-2.00	4.79	0.00	0.00	-1.95	2.77	1.53
Aug	67.30	18.20	6.94	9.00	1.16	-4.12	-2.00	2.66	0.00	0.00	-1.43	0.00	0.00
Sep	66.40	15.50	5.46	7.59	1.04	-3.12	-2.00	0.88	0.00	0.00	-0.24	0.00	0.00
Oct	52.70	8.90	2.37	4.20	0.92	-1.53	-2.00	2.78	0.00	0.00	0.00	-0.75	0.00
Nov	41.30	2.40	0.33	1.04	0.82	-0.33	-2.00	2.42	0.00	0.00	2.09	0.98	0.00
Dec	27.80	0.00	0.00	1.04	0.76	0.00	0.00	3.52	0.00	0.00	3.52	3.61	0.00
Weiir ht in		12		35.984807		0.76	0.00	0.00		34.64	0.00		
Latitude													

Water Budget Spreadsheet Calculations - YEAR 2005
Annual Average Precipitation = 31.18 (Average WETS Average of 32.76)

Month	F	A	C	I	ET	Correlation Factor	ET Inches	Infiltration	Precip	Ground Water	Runoff	Total depth change	Depth in Wetland
Jan	22.30	0.00	0.00	0.00	0.78	0.00	0.00	0.00	3.56	0.00	0.00	3.56	7.17
Feb	27.10	0.00	0.00	0.00	0.88	0.00	0.00	0.00	2.66	0.00	0.00	2.66	9.83
Mar	30.40	1.90	0.00	0.82	0.99	-0.32	-2.00	0.91	0.00	0.00	-1.41	0.00	8.42
Apr	49.30	6.70	1.55	3.12	1.11	-1.35	-2.00	1.77	0.00	0.00	-1.59	6.83	6.83
May	54.40	14.20	4.79	6.92	1.22	-3.32	-2.00	1.60	0.00	0.00	-3.72	3.12	3.12
Jun	71.60	17.70	6.66	8.75	1.27	-4.38	-2.00	2.66	0.00	0.00	-3.72	0.00	0.00
Jul	72.40	19.40	7.64	9.65	1.25	-4.76	-2.00	4.70	0.00	0.00	-2.05	0.00	0.00
Aug	72.90	18.20	6.94	9.01	1.16	-4.12	-2.00	1.46	0.00	0.00	-0.86	0.00	0.00
Sep	63.50	15.50	5.46	7.60	1.04	-3.12	-2.00	4.35	0.00	0.00	-0.77	0.00	0.00
Oct	53.60	8.90	2.37	4.22	0.92	-1.53	-2.00	0.51	0.00	0.00	-0.53	0.00	0.00
Nov	41.70	2.40	0.33	1.05	0.82	-0.34	-2.00	5.02	0.00	0.00	2.68	2.68	0.00
Dec	24.70	0.00	0.00	1.00	0.76	0.00	0.00	2.18	0.00	0.00	2.18	4.86	0.00
Weiir ht in		12		35.72656		0.76	0.00	0.00		31.18	0.00		
Latitude													

FLOODPLAIN NOTE:
BY GRAPHICAL PLOTTING, THIS SITE IS WITHIN ZONE "C", AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBERS 26125C0499F & 26125C0499F, DATED SEPTEMBER 29, 2006.

REFERENCE BENCHMARKS
CITY OF NOV MI #12-41
"M" OF NORTH RM OF SANITARY MH
ELEV. = 915.00 (RECORDED), ELEV. 914.76 (MEASURED)
CITY OF NOV MI #12-14
NORTH RM OF SOUTHERLY MO. BOX
ELEV. = 905.13

PLAN LEGEND:
 - CONSERVATION EMBANKMENT SIGN
 - STAFF GAUGE
 - VEGETATION SAMPLING QUADRANT
 - PEZOMETER
 - TREE
 - SHRUB
 - EMERGENT SCRUB SHRUB WETLAND ZONE - REFER TO SEED MIX
 - UPLAND WETLAND BUFFER - REFER TO NATIVE UPLAND SEED MIX

SYMBOLS: GRADING
 - EXISTING
 - PROPOSED SPOT GRADE
 - PROPOSED CONTOUR LINE

EARTHWORK BALANCING NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING OR EXPORTING ALL MATERIALS AS REQUIRED TO PROPERLY GRADE THIS PROJECT TO THE FINISHED ELEVATIONS SHOWN ON THE APPROVED PLANS. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF CUT AND FILL QUANTITIES AND ALLOW FOR REMOVAL OF EXCESS OR IMPORTATION OF ADDITIONAL MATERIAL AT NO ADDITIONAL COST TO THE OWNER.

LEGEND:
 - HIGH FOUND
 - HIGH FOUND
 - WALL & PAVT
 - EXISTING
 - PROPOSED
 - FENCE
 - SIGN
 - STREET LIGHT
 - DRIVEWAY
 - WETLAND

CAUTION!
If you are unsure of what you are doing, please call the contractor before you dig call. Call before you dig call. Call before you dig call.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811
Know what's below
Call
MISS Systems, Inc
1-800-482-7171 www.missdig.org

PEA GROUP
TROY ■ WASHINGTON TWP ■ BRIGHTON ■ DETROIT
T-844.813.2949
www.peagroup.com

Water Budget Spreadsheet Calculations - YEAR 2006
Annual Average Precipitation = 40.02 (Wet Year - Above WETS Average of 32.76)

Month	F	A	C	I	ET	Correlation Factor	ET Inches	Infiltration	Precip	Ground Water	Runoff	Total depth change	Depth in Wetland
Jan	33.10	0.00	0.00	0.00	0.78	0.00	0.00	0.00	0.00	3.47	0.00	3.47	8.33
Feb	27.40	0.00	0.00	0.00	0.88	0.00	0.00	0.00	0.88	0.00	2.70	0.00	11.03
Mar	38.30	1.90	0.23	0.81	0.99	-0.32	-2.00	2.82	0.00	0.00	0.20	11.23	11.23
Apr	49.50	6.70	1.55	3.10	1.11	-1.35	-2.00	3.80	0.00	0.00	0.25	11.48	11.48
May	58.90	14.20	4.79	6.91	1.22	-3.31	-2.00	4.70	0.00	0.00	-0.61	10.87	10.87
Jun	67.60	17.70	6.66	8.74	1.27	-4.38	-2.00	3.73	0.00	0.00	-2.65	8.23	8.23
Jul	73.70	19.40	7.64	9.64	1.25	-4.74	-2.00	3.36	0.00	0.00	-3.38	4.84	4.84
Aug	71.50	18.20	6.94	9.00	1.16	-4.12	-2.00	2.80	0.00	0.00	-3.32	1.53	1.53
Sep	60.50	15.50	5.46	7.59	1.04	-3.12	-2.00	3.89	0.00	0.00	-1.23	0.30	0.30
Oct	47.90	8.90	2.37	4.20	0.92	-1.53	-2.00	4.15	0.00	0.00	0.62	0.92	0.92
Nov	41.50	2.40	0.33	1.04	0.82	-0.33	-2.00	1.64	0.00	0.00	-0.69	0.23	0.23
Dec	35.50	0.00	0.00	1.00	0.76	0.00	0.00	0.00	0.00	3.46	0.00	3.46	3.69
Weiir ht in		12		35.984807		0.76	0.00	0.00		40.02	0.00		
Latitude													

WETS Table

WETS Station: PONTIAC
WWT1, MI

Requested years: 1990 - 2020

Month	Avg Max Temp	Avg Min Temp	Avg Mean Temp	Avg Precip	30% chance precip less than	30% chance precip more than	Avg number days precip 1/8" or more	Avg Snowfall
Jan	30.9	17.5	24.2	2.14	1.42	2.56	6	10.3
Feb	33.5	18.2	25.8	1.91	1.32	2.50	5	7.9
Mar	44.0	25.0	35.0	1.98	1.18	2.40	5	3.3
Apr	57.5	36.7	47.1	2.72	1.69	3.28	7	0.8
May	68.8	47.9	58.2	4.77	2.64	4.45	7	0.0
Jun	78.3	58.2	68.2	5.17	3.27	3.15	6	0.0
Jul	82.3	62.5	72.4	3.01	2.04	3.59	6	0.0
Aug	80.5	61.4	70.9	3.08	1.96	3.71	6	0.0
Sep	73.5	53.8	63.6	3.02	1.80	3.66	5	0.0
Oct	66.6	42.4	51.5	2.89	1.93	3.47	7	0.1
Nov	49.2	31.7	39.9	2.82	1.84	3.39	6	1.1
Dec	35.7	23.9	29.8	2.23	1.68	2.61	6	6.3
Annual:								
Average	57.6	40.0	48.8					
Total							71	29.8

BC NOVAPLEX LLC
3100 PARKWAY CENTER DRIVE TROY, MI 48068
OFF-SITE WETLAND MITIGATION
INNOVA APARTMENTS
PART OF THE SE 1/4 OF SECTION 12, T. 10N., R. 4E.
CITY OF NOV. (UNCLASSED COUNTY, MICHIGAN)

ORIGINAL ISSUE DATE: SEPTEMBER 2, 2020
PEA JOB NO.: 2015-298
SCALE: SEE DWG
DRAWING NUMBER: OSW-2.0

REVISIONS
1. REVISED PER COMMENTS FROM THE CITY OF NOVEMBER, MI
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ATTORNEY'S APPROVAL LETTER

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

September 14, 2021

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

**RE: Innova Apartments JSP19-24
Off-Site Wetland Conservation Easement**

Dear Ms. McBeth:

We have received and reviewed the final executed Wetland Conservation Easement for the Innova Apartments (Novaplex) PRO, and have the following comments:

The purposes and intent of this Wetland Conservation Easement is to allow the applicant to construct the wetland mitigation **off-site** and to continue monitoring it in accordance with the wetland permit for the Development. The City is also permitted on-site to inspect the Conservation Easement. The Wetland Conservation Easement provided is satisfactory for this purposes. Although the terms of the easement do not include the standard language permitting the City to place the costs of remediating a violation of the easement terms on the tax roll for the Development property since the easement is off-site, the easement permits the City to file a lawsuit to enforce the easement and to collect attorneys' fees and court costs for that enforcement action. We have no objection or suggested revisions to the terms of the revised Wetland Conservation Easement and find this to be an adequate alternative that is consistent with the purpose of this particular easement. It should be noted that the Wetland Conservation Easement coincides with an existing ITC power line easement and is subject to ITC's regulations set forth in Exhibit C. The City's Landscape Architect has reviewed the terms and limitations on the use of the easement area to ensure they comply with the requirements of the Wetland Permit. The Wetland Conservation Easement is consistent with the title search provided. The Wetland Conservation Easement may be placed on an upcoming City Council Agenda for acceptance, and once accepted may be recorded with Oakland County Records in the usual manner.

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,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

- C: Cortney Hanson, Clerk (w/Original Enclosures)
Charles Boulard, Community Development Director (w/Enclosures)
Lindsay Bell, Planner (w/Enclosures)
Christian Carroll, Planner (w/Enclosures)
Madeleine Kopko, Planner (w/Enclosures)
Ben Peacock, Planning Assistant (w/Enclosures)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Kate Purpura, Project Engineer (w/Enclosures)
Victor Boron, Project Engineer (w/Enclosures)
Rebecca Runkel, Project Engineer (w/Enclosures)
Humna Anjum, Project Engineer (w/Enclosures)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosures)
Melissa Morris, Administrative Assistant (w/Enclosures)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosures)
Zachary Weiss, Beztak Companies zweiss@beztak.com (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

ENGINEERING CONSULTANT'S APPROVAL LETTER

August 30, 2021

Barb McBeth, Planning Director
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Innova Apartments - Planning Document Review
Novi # JSP19-0024
SDA Job No. NV21-210
EXHIBITS APPROVED

Dear Ms. McBeth,

We have reviewed the following document(s) received by our office on August 16, 2021 against the current submitted plan set. We offer the following comments:

Submitted Documents:

1. Wetland Conservation Easement – (executed 06/30/2021: exhibit dated 05/07/21)
Exhibits Approved.

The exhibits do not require further revisions for review. The draft exhibits are approved and ready for execution and City Council acceptance.

Sincerely,

SPALDING DEDECKER



Mike Freckelton, PE
Project Engineer

Cc (via Email): Lindsay Bell, City of Novi
Victor Boron, City of Novi
Madeleine Daniels, City of Novi
Sarah Marchioni, City of Novi
Ted Meadows, Spalding DeDecker
Taylor Reynolds, Spalding DeDecker
Kate Purpura, City of Novi
Christian Carroll, City of Novi
Beth Saarela, Rosati, Schultz, Joppich, Amtsbuechler
Ben Peacock, City of Novi

EXECUTED CONSERVATION EASEMENT

WETLAND CONSERVATION EASEMENT

THIS WETLAND CONSERVATION EASEMENT ("Conservation Easement") made this _____ day of _____, 2021, by and between West Park Investors, LLC, a Michigan limited liability company, whose address is 39525 13 Mile Road, Suite #250, Novi, Michigan 48377 (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. BC Novaplex LLC ("BC Novaplex") owns a certain parcel of land situated in Section 12 of the City of Novi, Oakland County, Michigan, described in Exhibit A, attached hereto and made a part hereof (the "Property"). BC Novaplex has received site plan approval for construction of a multi-family apartment development on the Property, subject to provision of an appropriate easement to permanently protect wetland and wetland mitigation areas from destruction or disturbance. Grantor has agreed to grant such an easement off-site in order to satisfy such requirements.

B. The Conservation Easement Area (the "Easement Area") situated on off-site Property owned by Grantor is more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the Easement Area.

NOW, THEREFORE, in consideration of the promises set forth above, the parties agree as follows:

1. Grantor hereby grants over the Easement Area a perpetual conservation easement subject to the terms and conditions set forth herein. The Easement Area is dedicated pursuant to subpart 11 of part 21 of the Natural Resources and Environmental Protection Act being MCL 324.2140, *et seq.*, and upon the terms and conditions set forth below.

2. The purpose of this Conservation Easement is to protect the newly created wetland mitigation area located in the Easement Area.

3. Except for and subject to the activities which have been expressly authorized by permit or otherwise by the City, there shall be no disturbance of the wetlands, mitigation 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.

- a. For five (5) years after the wetland mitigation areas are installed within the Easement Area, BC Novaplex will monitor and maintain the wetlands in accordance with the terms and requirements of the applicable wetland permit, and shall provide all required certifications.
- b. The City may enter the Easement Area at reasonable times to determine whether the Easement Area is being maintained in compliance with the terms of this Agreement, mitigation requirements, or other conditions of the applicable wetlands permit; and for purposes of taking corrective actions for failure to comply, Grantor and BC Novaplex shall be provided with 14 days' notice of corrective action to provide the opportunity to cure the failure to comply. In the event of a failure to comply with the terms of the Conservation Easement, the City may specifically enforce the obligations of BC Novaplex or Grantor under this Agreement, or take any other action authorized in equity or the law for purposes of enforcing the terms of the easement. In addition to monetary damages for corrective action, the City may recover court costs and attorneys' fees in the event of a violation of the terms of this Conservation Easement.

4. No grass or other vegetation shall be planted in the Easement Area 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.

5. This Conservation Easement does not grant or convey to the City or BC Novaplex, or any member of the general public, any right of ownership, possession or use of the Easement Area.,.

6. Use of the Easement Areas is subject to the conditions set forth in the letter from ITC dated April 5, 2021, attached hereto in Exhibit C, and to the conditions set forth in the City of Novi Wetland Permit, to be issued, and the MEGLE Wetland Use Permit.

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. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

WEST PARK INVESTORS, LLC, a Michigan limited liability company

By: 
Gary Steven Jouna, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Gary Steven Jouna, as the Manager of West Park Investors, LLC a Michigan limited liability company, on its behalf.


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

KATHARINE L. NIEMAN
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Nov. 4, 2023
Acting in the County of Oakland

CITY

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 _____, 2021, 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
Rosati, Schultz, Joppich & Amtsbuechler, 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

LEGAL DESCRIPTION

Land situated in the City of Novi, County of Oakland, State of Michigan, described as:

Parcel I:

The North 22 acres, more or less of Northeast one-quarter of Southeast one-quarter of Section 12, Town 1 North, Range 8 East, City of Novi, formerly Township of Novi, Oakland County, Michigan, Except that part of said parcel beginning at a point of the East line of said Section 12, distance South 380.10 feet from the East one-quarter corner; thence South along the section line 317.60 feet; thence South 88 degrees 51 minutes 00 seconds West 1374.20 feet; thence North 00 degrees 02 minutes 00 seconds East 317.60 feet; thence North 88 degrees 51 minutes 00 seconds East 1374.00 feet to the point of beginning.

Parcel II:

That part of the Southeast one-quarter of Section 12, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, beginning at a point on the East line of said Section 12, distance South 380.1 feet from the East one-quarter corner; thence South along the section line 158.8 feet; thence South 88 degrees 51 minutes West 1374.1 feet; thence North 0 degrees 02 minutes 158.8 feet; thence North 88 degrees 51 minutes East 1374.0 feet to the point of beginning.

Parcel III:

That part of the Southeast one-quarter of Section 12, Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan, beginning at a point on the East line of Section 12, distant South 538.9 feet from the East one-quarter corner; thence South along the section line 158.8 feet; thence South 88 degrees 51 minutes West 1374.2 feet; thence North 0 degrees 02 minutes East 158.8 feet; thence North 88 degrees 51 minutes East 1374.1 feet to the point of beginning.

The above described Parcels I, II & III being more particularly described as follows:

The Northeast 1/4 of the Southeast 1/4 of Section 12, T.1N., R.8E., City of Novi, formerly Township of Novi, Oakland County, Michigan, more particularly described as follows: Beginning at the East 1/4 corner of Section 12; thence S.00°00'00"W., 697.70', along the East Section Line of the said Section; thence S.89°12'22"W., 1374.40'; thence N.00°02'40"E., 697.70'; thence N.89°12'20"E., 1373.86' along the East-West 1/4 Line to the Point of Beginning.

Commonly known as: 28635 & 28651 Haggerty

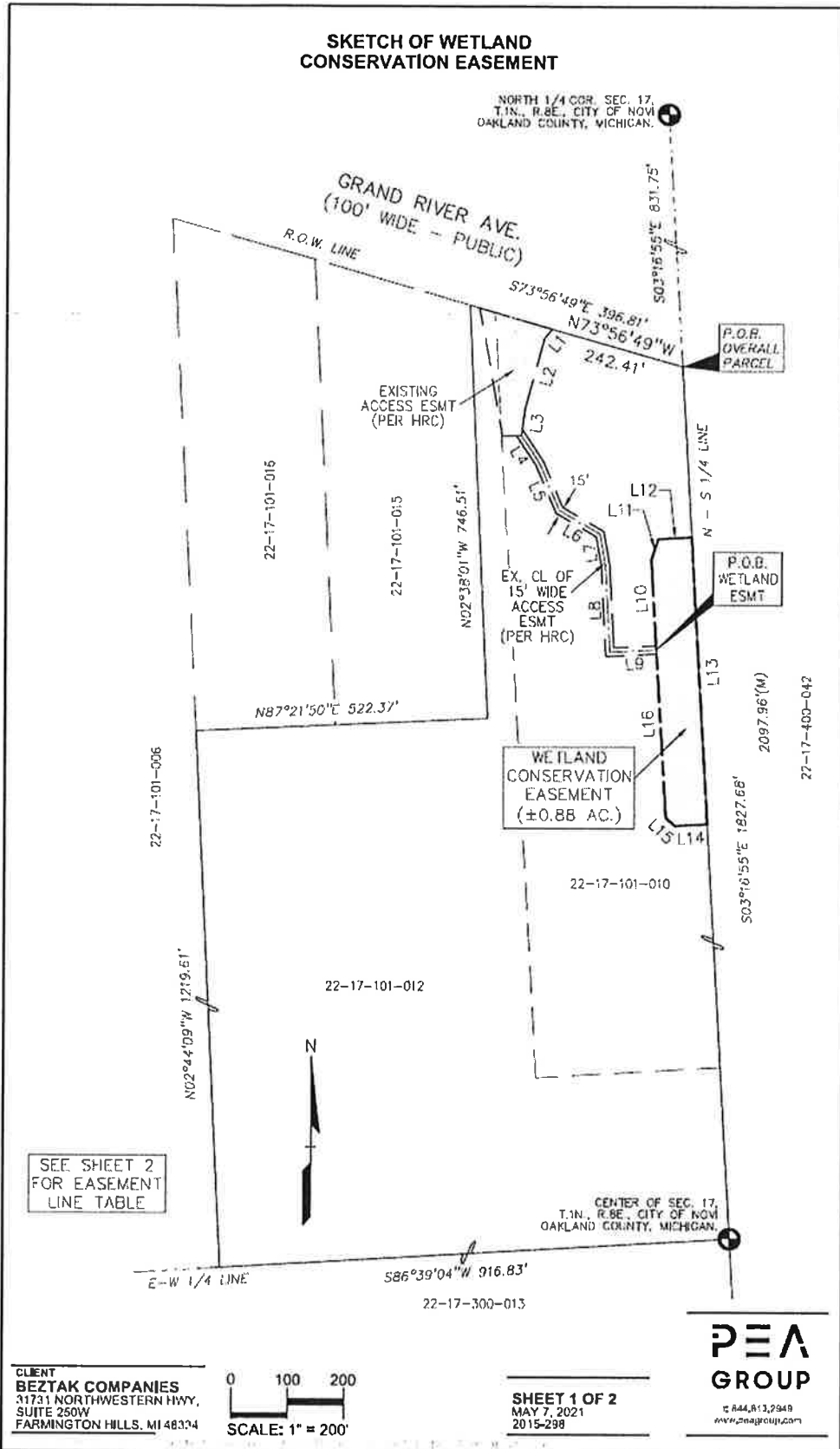
Tax ID: 22-12-400-009 (Parcel I)

22-12-400-010 (Parcel II)

22-12-400-011 (Parcel III)

EXHIBIT B

SKETCH OF WETLAND
CONSERVATION EASEMENT



LEGAL DESCRIPTION OF EASEMENT AREA

Land located over part of the Northwest 1 / 4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, said easement being more particularly described as: Commencing at the North 1 / 4 corner of said Section 17; thence S03°16'55"E, 831.75 feet along the north-south 1 / 4 line of said Section 17 to a point on the Southerly right of way of Grand River Avenue (100.00 feet wide); thence along the Southerly right of way of said Grand River Avenue N73°56'49"W, 242.41 feet; thence along the easterly line of an existing access easement the following three courses: L1) S41°03'52"W, 21.11 feet and L2) S14°59'41"W, 130.15 feet and L3) S07°57'31"W, 51.90 feet to the centerline of an existing 15 foot wide access easement; thence along said centerline the following six courses: L4) S33°17'56"E, 59.99 feet and L5) S22°49'54"E, 91.07 feet and L6) S59°33'12"E, 84.35 feet and L7) S09°57'26"E, 58.68 feet and L8) S02°58'00"E, 154.82 feet and L9) N87°02'00"E, 83.52 feet to the POINT OF BEGINNING; thence L10) N03°20'01 "W, 162.52 feet; thence L 11) N18°03'21 "E, 39.44 feet; thence L12) N86°42'23"E, 60.10 feet to the aforementioned north-south 1/4 line of said Section 17; thence along said north-south 1/4 line, L13) S03°16'55"E, 518.50 feet; thence L14) S87°06'13"W, 59.05 feet; thence L15) N46°52'24"W, 21.73 feet; thence L16) N03°20'01 "W, 303.11 feet to the POINT OF BEGINNING. Containing 0.88 acres of land, more or less.

EXHIBIT C

ITC Letter

(SEE ATTACHED)



April 5th, 2021

Zachary Weiss
Beztak Companies
31731 Northwestern Highway, suite 250W
Farmington Hills, MI 48334

RE: ***Request to construct wetland that encroaches within existing ITC easement, 18272 P22, recorded on L4100, P518 on 5/23/1960***

Dear Mr. Weiss:

I am writing in response to your recent inquiry for permission to construct **wetlands** mitigation in the existing ITC easement. ***The area referenced is located in the International Transmission Company's ("ITC's") electric transmission corridor found in Section 17, Novi Township, Oakland County, Michigan. The location is commonly known as south of Grand River, west of Providence Park Hospital complex.*** Under the terms of the easement, a landowner can be authorized to utilize the land that is allocated within the easement area. ITC does hereby approve your request to build the wetlands as proposed and accepts the placement and proximity to our structures as noted in your diagram (Exhibit A; the "Project"). The request is approved subject to certain conditions including, but not limited to, the conditions contained in Exhibit B.

Based on our review of your construction plan from your Exhibit A drawings, ITC would not consider the Project to unreasonably interfere with the exercise of its easement rights, provided that the Project is constructed in the location and manner as provided in the exhibit. In so doing, the Landowner hereby agrees to not now or hereafter 1) violate any provision of the National Electric Safety Code ("NESC"), including without limitation, the NESC clearance requirements; 2) block access to ITC's electric transmission structures by ITC's vehicles and equipment for purposes of exercising ITC's easement rights, and 3) preclude the construction of such additional electric transmission lines within the easement strip as ITC may, in its discretion, deem necessary or desirable, and further provided that the work necessary to complete the Project is completed in accordance with the requirements of the attached Exhibit A as submitted.

The landowner acknowledges and agrees to keep the ***Project (or wetland)*** easement area free of any vegetation that does not meet the ITC standards for limited vegetation. Acceptable forms of vegetation can be requested from ITC by the landowner. If vegetation should be deemed as a potential hazard, ITC reserves the right to remove said vegetation, without warning.

ITC's sole purpose in reviewing the Project has been to determine whether it unreasonably interferes with ITC's easement. ITC has not and will not make any review of the Project to identify actual or potential safety hazards to persons or property. During the planning, design and construction of the Project, it is the sole responsibility of you and/or your contractor to identify and manage ALL safety issues, and to observe ALL applicable workplace and other relevant safety regulations. ITC makes no representation as to safety, and expressly disclaims all liability in any way related to the location of the proposed Project in its easement strip.

This letter should not be interpreted to limit or modify ITC's easement in any way, nor should it be interpreted to limit or modify such rights or interests as ITC or that you may have by virtue of the easement. ITC expressly reserves the right to use its easement strip for all purposes indicated in its easement, including but not limited to the construction, operation, and maintenance of utility facilities and the trimming and removal of trees. Without limiting the foregoing, ITC's use of the easement strip shall not be unreasonably restricted, limited, conditioned, or interfered with as a result of the Project. Should you have additional questions regarding ITC's easement or the information in this letter, please contact me at 248-946-3767.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven J. Cooper". The signature is fluid and cursive, with the first name "Steven" and last name "Cooper" clearly distinguishable.

Steven J. Cooper

Real Estate Manager – Michigan Operations
ITC Holdings Corp.

Email: scooper01@ITCtransco.com

Cc: NI-173

Exhibit B

- Proposed wetland as submitted on the drawing of Jan 21, 2021, labeled as 2015-298 is approved, subject to following:
- Construction activity must meet all required and applicable clearances to ITC¹ assets.
- No construction materials should be stored, stockpiled or left in the corridor to impact future maintenance activities.
- Grade changes shall not vary more than six inches from current levels within the easement area, unless approved by ITC.
- No disturbance of soil within 20ft of any ITC structure or equipment and all equipment shall remain 15 feet from the transmission structure base.
- ITC is not responsible for any electrical interferences. Proper and safe practices must be followed, and clearances maintained to ensure safety of personnel.
- No vehicle greater than 65ft in length, wider than 8ft, or taller than 13.5ft shall be used in the wire zone area.