



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

January 19, 2018

Raimund Dombrovski
Global Auto Sales USA
365 Como Avenue
Saint Paul MN 55103

RE: **Approval of Site Plan 17-217544** – Global Auto Sales Expansion at 357- 365 Como – Site Plan and Landscape Plan dated 01/18/2018.

Owner & Applicant,

The site plan referenced above is approved subject to the following conditions:

1. **Site improvements** – The proposed site improvements must be constructed as shown on the approved Site Plan. This includes all paving, grading, driveways, utilities, storm water drainage facilities, landscaping, lighting, fences and walls.
 - The ten (10) customer/employee parking spaces and the vehicles sales display area, for a maximum of thirty-six (36) spaces, shall be parked on the subject property as per the approved site plan.
 - The existing landscape area to be removed and replaced with asphalt may not be used for vehicle sales display area or parking until this area is paved. The paving work shall be completed under a grading/paving permit issue by this office.
 - Required landscaping shall be installed no later than September 7, 2018.
 - Vehicles shall not be stored or parked in maneuvering lanes
 - Proposed lighting for the lot shall be installed under an electrical permit issued by this office. Work must be performed and the permit obtained by a state licensed electrical contractor. Per Zoning Code Sec. 63.116, all outdoor lighting shall be arranged so as to reflect lights away from all adjacent residences and shielded so as not to interfere with the vision of persons on adjacent roadways or adjacent property.
2. **Transportation Safety** – If work in the public right of way is necessary, a Temporary Pedestrian Access Route (TPAR) and a Temporary Traffic Control (TTC) plan will be required as part of the Right-of-Way permitting process. The developer shall contact the Right of Way inspector Tom Johnston, (651-485-4398) one week prior to beginning work to discuss traffic control, pedestrian safety and coordination of all work in the public right-of-way.
3. **Erosion and Sediment Control** - Adjacent streets and alleys must be swept to keep them free of sediment. Contractor must monitor conditions and sweep as needed or within 24 hours of notice by the City.

4. **Permits and Fees** - listed below are required for the work shown on the approved Site Plan:
- **Grading/Paving permit** is required from the Department of Safety and Inspections (651-266-9007).
 - The electrical contractor, for the proposed site lighting, should contact our office if they have questions about their permit request. The senior electrical inspector is Dan Moynihan at 651-266-9036.
 - **Obstruction or Excavation permit** must be obtained from Public Works (651-266-6151) if trucks/equipment will be driving over curbs or if construction will block City streets, sidewalks or alleys.
 - **Sidewalk permit** is required for work on curbs, driveways and sidewalks in the public right-of-way and must be done by a contractor licensed to work in the City right-of-way under a permit from Public Works Sidewalk Section (651-266-6120).
 - **Sign permit** for a business sign is require from the Department of Safety and Inspections. Contact Ashley Skarda of Department of Safety and Inspections at 651-266-9013.
 - **Parkland Dedication Fee** – This project does not require the payment of a parkland dedication fee.
5. **Appeals** – A Final Site Plan approval decision may be appealed within ten days after the date of the decision per Leg. Code Sec. 61.701 – Administrative Appeals, to the Planning Commission. An Appeal of a Site Plan shall be filed with the Zoning Administrator.
6. **Time limit** – Work covered by this Site Plan must be completed no later than September 7, 2018. City staff will conduct a site inspection based on this date.

If you have questions, please contact me at 651-266-9082 or larry.zangs@ci.stpaul.mn.us



Lawrence Zangs
Site Plan Review Coordinator

cc: File, Site Plan Review Committee, City Council Office, District Council
enc.

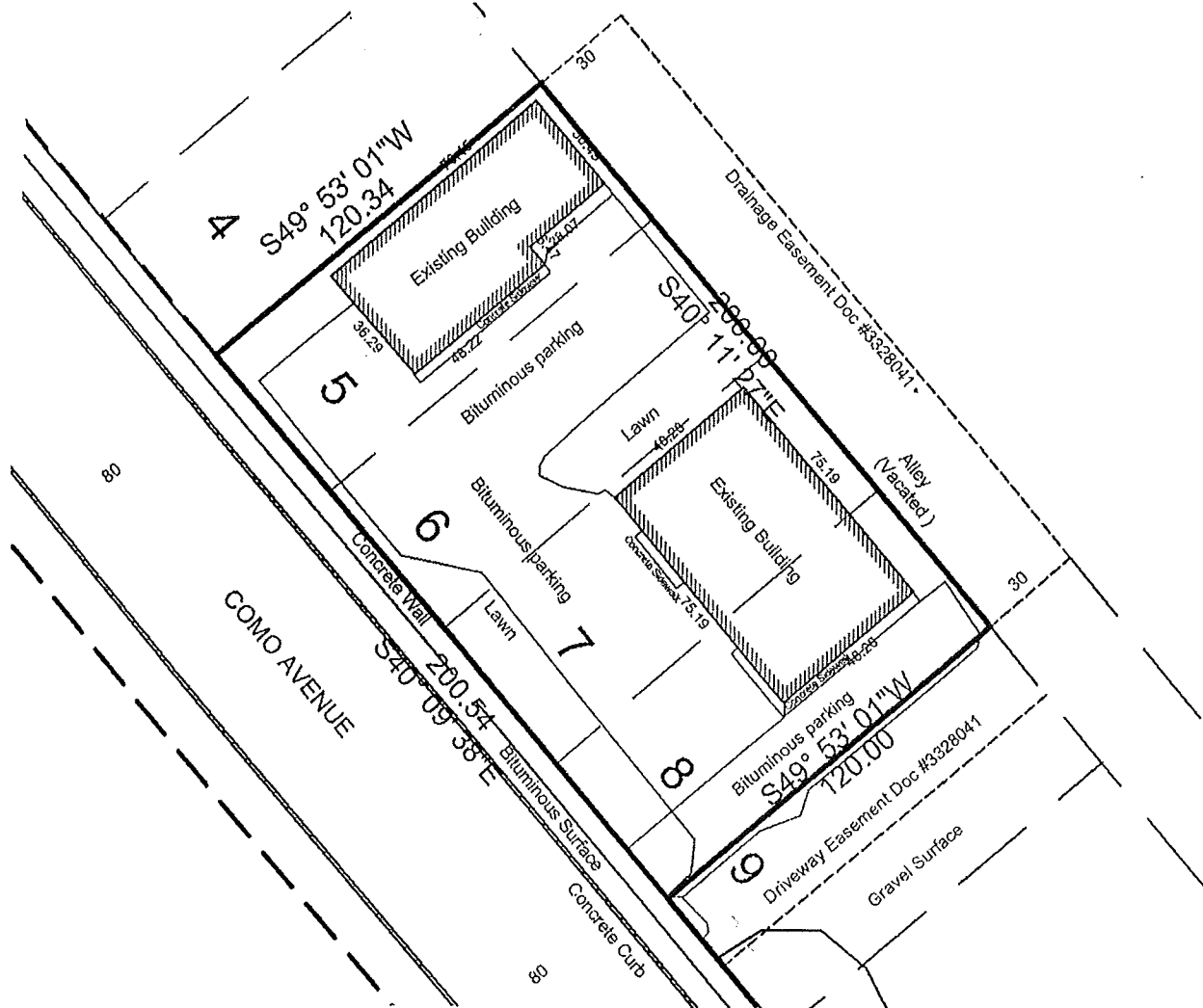
CERTIFICATE OF SURVEY FOR GLOBAL AUTO USA LLC

PROPERTY ADDRESS

365 Como ave,
Saint Paul, MN 55103

DESCRIPTION: FROM TAX RECORDS

Lot 5 through 8, Block 8,
Humphrey's Addition to Saint Paul,
Ramsey County, Minnesota

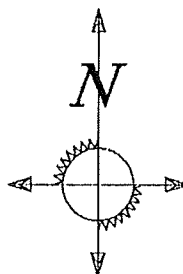


NOTES:

Bearings are on assumed datum.
Elevations are on assumed datum.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Allen C. Schlipp
Allen C. Schlipp
DATE 10/16/17 LIC. NO. MN 21292



LEGEND:

- Denotes Iron monument found
- Denotes Iron monument set #21292

1440 Arcade St. Suite 250
Saint Paul, MN 55106
Phone: 651-766-0112
Fax: 651-776-0206
E-mail: info@mpasso.com

civil engineering, land surveying, site planning

AND TRANSFER...
AUG 26 1997
DIRECTOR
Dept. of Property Taxation, Ramsey Co., MN
By: *[Signature]*

DEED OF APPURTENANT EASEMENT

This Agreement, made this 30th day of July, 1997 by and between Derril Shantz and Joyce V. Shantz, husband and wife, ("Grantor"), and Thomas A. Gavic, ("Grantee").

WHEREAS, Grantor is the owner of the tract of land in the county of Ramsey, State of Minnesota, legally described as:

X Lot 9, Block 8, Humphrey's Addition to Saint Paul, according to the plat thereof on file and of record in the office of the County Recorder in and for said county;

and WHEREAS, Grantee is the owner of the tract of land in the County of Ramsey, State of Minnesota, legally described as:

X Lots 5,6,7, and 8, Block 8, Humphrey's Addition to Saint Paul, according to the plat thereof and of record in the office of the County Recorder in and for said county;

which adjoins said land of Grantor; and WHEREAS, Grantor and Grantee have agreed upon the easement and maintenance agreement hereinafter described;

NOW THEREFORE, Grantor, in consideration of One Dollar and other good and valuable consideration to him in hand paid by said Grantee, receipt of which is hereby acknowledged, hereby grants to said Grantee, his heirs and assigns, forever, the easement of use and enjoyment for driveway purposes in, over and upon, that part of said land of said grantor described as follows: The Northwesterly 25' of Lot 9 as measured at a right angle to the Northwesterly line of said Lot 9, Block 8, all in Humphrey's Addition to St. Paul, according to the recorded plat thereof, situated in Ramsey County, Minnesota,

which use and enjoyment grantee shall share with the Grantor,

TO HAVE AND TO HOLD SAID EASEMENT unto said Grantee, his heirs and assigns, as appurtenant to his said land.

Grantor and Grantee further agree that the obligation and cost of repair and maintenance of said driveway, including snowplowing shall be shared equally by Grantor and Grantee; provided, however, that any such expense in excess of \$100.00 must be expressly agreed upon by the parties hereto. Failure of any party to promptly pay for their share of any expenses incurred in accordance with this agreement shall result in such share becoming a lien on said party's property, and the party who has paid for such expenses shall be entitled to enforce the same in any Court of competent jurisdiction.

This agreement shall run with the land and shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereto set their hands the day and year first above written.

[Signature: Derril Shantz]
DERRIL SHANTZ

[Signature: Joyce V. Shantz]
JOYCE V. SHANTZ

[Signature: Thomas A. Gavic]
THOMAS A. GAVIC

Return Doc's to:

DIVERSIFIED REAL ESTATE CLOSERS
7671 Central Ave. N.E.
Fridley, MN 55432

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30th day of July, 1997, by Derril Shantz and Joyce V. Shantz, husband and wife, and Thomas A. Gavic;

[Signature: Lynette A. Scott]
Notary Public

Instru #	0680
Filing fee	1050
Rec copy	
Car copy	
Initials	dr
Pd by/bill	34

THIS INSTRUMENT WAS DRAFTED BY
REALTY WORLD CADWALLADER
3800 Apache Lane NE
Minneapolis, Minnesota 55421

LYNETTE A. SCOTT
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2000

25-2923-43-0099-0 old pin division pending

3010709

DOC# 3328041

Certified Recorded On
JUNE 15, 2000 AT 01:35PM

Signed: DD

OFFICE CO. RECORDER
RAMSEY COUNTY MN

Fee Amount: \$29.50



DRAINAGE
EASEMENT

1087

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DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT, is made and entered into this 5th day of June, 2000, by and between G & R Real Estate LLC, a Minnesota limited liability company ("Grantor") and Thomas A. Gavic, a single person ("Grantee").

WHEREAS, the Grantor is the fee owner of certain real property located in Ramsey County, Minnesota, and legally described in Exhibit A attached hereto (the "Grantor's Property"); and

WHEREAS, Grantee is the fee owner of certain real property located in Ramsey County, Minnesota, legally described in Exhibit B attached hereto (the "Grantee's Property"); and

WHEREAS, the Grantee wishes to obtain from the Grantor an easement for drainage purposes over and across a portion of the Grantor's Property for the benefit of the Grantee's Property, and Grantor is willing to grant such an easement.

NOW, THEREFORE, in consideration of Grantee's Quit Claim Deed to Grantor as to certain property, including the Easement Property, as defined below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, a non-exclusive easement for storm water surface runoff and surface drainage purposes over and across that part of the Grantor's Property legally described in Exhibit C attached hereto (the "Easement Property").

2. **USE AND MAINTENANCE OF THE EASEMENT PROPERTY.** Grantor shall not substantially alter the grade of the Easement Property from the levels noted on the grading and drainage plan prepared by Development Engineering, P.A. dated September 1, 1999 and revised November 10, 1999, a copy of which is attached hereto as Exhibit D. Grantor further agrees that it shall not construct any improvements on the Easement Property that would impede or obstruct the drainage and runoff of storm water in accordance with the intent of this Agreement. Grantee shall not have the right to install or place any improvements within the Easement Property.

3. **BINDING EFFECT; DURATION PERIOD.** The easement rights and obligations created herein shall run with the title to the Grantor's Property and the Grantee's Property, and shall be appurtenant to and for the benefit of the Grantee's Property. This Agreement may only be terminated or amended by the mutual written agreement of the parties hereto, or their successors-in-interest.

74676.1

25-29-23-43-0103-8

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NO DELINQUENT TAXES
AND TRANSFER ENTERED

JUN 14 2000

DIRECTOR
Dept. of Property Taxation, Ramsey Co., MN
By [Signature]

17

4. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

GRANTOR:

G & R REAL ESTATE LLC

By: [Signature]
Its: President

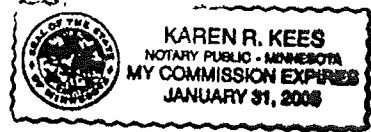
GRANTEE:

* Thomas A. Gavic
Thomas A. Gavic

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing was acknowledged before me this 5th day of June, 2000, by Gary G. Vasko, the President of G & R Real Estate LLC, a Minnesota limited liability company, on behalf of the company.

[Signature]
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

* The foregoing was acknowledged before me this 5th day of June, 2000, by Thomas A. Gavic, a single person.

[Signature]
Notary Public

Drafted by:
Feihaber, Larson, Fenlon & Vogt, P.A. (KRK)
2100 Minnesota World Trade Center
30 East Seventh Street
St. Paul, MN 55101

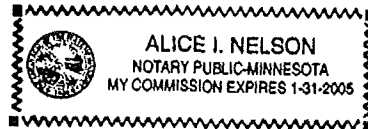


EXHIBIT A

Lots 2 through 9, inclusive, and a portion of Lot 1, Block 8 and Lots 1 through 8, inclusive, and a portion of Lot 9, Block 7 of Humphrey's Addition to the City of St. Paul, and that portion of the S 1/2 SW 1/4 SE 1/4 of Section 25, Township 29 North, Range 23 West, of the 4th P.M., Ramsey County, Minnesota, described as follows, to-wit: Beginning at the intersection of the East right of way line of Western Avenue, according to the recorded plat thereof, and a line drawn parallel with and distant 50.0 feet Southwesterly of, as measured at right angles to, Burlington Northern Railroad Company's Main Track centerline, as originally located and constructed; thence Southeasterly parallel with said Main Track centerline to the point of intersection with the East line of SW 1/4 of SE 1/4 of said Section 25; thence Southerly along said East line of the SW 1/4 SE 1/4 a distance of 304.0 feet to the point of intersection with the South line of said Section 25; thence Westerly along said South line to the point of intersection with a line drawn parallel with and distant 135.0 feet Northeasterly of, as measured at right angles to, the Northeasterly right of way line of Como Avenue, according to the recorded plat thereof; thence Northwesterly along said parallel line to a point distant 34.0 feet Southeasterly of, as measured at right angles to, the Northeasterly extension of a line drawn parallel with and distant 33.0 feet Northwesterly of, as measured at right angles to the Southeasterly line of Lot 12, said Block 7; thence Westerly to a point on the Northeasterly line of said Block 7 distant 33.0 feet Northwesterly of the most Easterly corner of said Lot 12, Block 7, as measured along said Northeasterly line of Block 7; thence Northwesterly along said Northeasterly line of Block 7 a distance of 148.0 feet; thence Southwesterly parallel with the Southeasterly line of said Lot 9, Block 7 a distance of 120.0 feet to the Northeasterly right of way line of said Como Avenue; thence Northwesterly along said Northeasterly right of way line to the intersection with said East right of way line of Western Avenue; thence Northerly along said East right of way line to the Point of Beginning.

EXCEPT, Lots 5 through 9, Block 8, Lots 1 through 7, Block 7; and the Northwesterly 30 feet of Lot 8, Block 7; all in Humphrey's Addition to Saint Paul, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

AND, further excepting That part of the to be vacated Virginia Street as dedicated in Humphrey's Addition to Saint Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying between the Southeasterly extensions of the Northeasterly and Southwesterly boundary lines of Block 8, said Humphrey's Addition to Saint Paul.

EXHIBIT B

DESCRIPTION OF GRANTEE'S PROPERTY

Lots 5, 6, 7 and 8, Block 8, Humphrey's Addition. ✓

EXHIBIT C

DESCRIPTION OF THE EASEMENT PROPERTY

That part of the alley lying within the plat of Humphrey's Addition, now vacated or hereafter vacated, lying adjacent to and Northeasterly of the Grantee's Property described in Exhibit B to this Drainage Easement Agreement.

