

To:	Spring Lake Park Planning Commission City of Spring Lake Park	From:	Phil Carlson and Phil Gravel Stantec
File:	1628 & 1638 County Road 10 NE, Preliminary and Final Plat Brian Scholten, SLPH10, LLC	Date:	October 25, 2021

**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

## BACKGROUND

Brian Scholten is requesting approval of a preliminary and final plat for the properties at 1628 and 1638 County Road 10 NE, to divide the parcel into separate commercial parcels sharing a parking lot. The two addresses now include three separate buildings on eight separate lots of record. The proposed Atlas Commercial Park plat would divide the property into four new lots with an access easement across most of the parking lot.

The properties are part of the commercial uses on the frontage road south of County Road 10 at the eastern edge of Spring Lake Park between Pleasant View Drive and Arthur Street.

The application notes the 1628 address, but the properties owned by SLPH10 LLC involved in the plat include both 1628 and 1638 County Road 10 NE, all in the Warren Addition, platted in 1951.

## EXISTING PROPERTY

The properties involved are now legally described as follows:

- **1628 County Road 10 NE:**
  - Lot 12 Warren Addn PID 01-30-24-14-0016
  - Lot 13 Warren Addn PID 01-30-24-14-0017
  - Lot 14 Warren Addn PID 01-30-24-14-0018
  - Lot 30 Warren Addn PID 01-30-24-14-0034
  - Lot 31 Warren Addn PID 01-30-24-14-0035
  - Lot 32 Warren Addn PID 01-30-24-14-0036
- **1628 County Road 10 NE:**
  - Lot 15 Warren Addn PID 01-30-24-14-0019
  - Lot 29 Warren Addn PID 01-30-24-14-0033
- There is also a 33-ft-wide segment of vacated right-of-way for McKinley Street behind these lots which is incorporated into the new plat.



**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

### 1628 & 1638 County Road 10 NE Street View



### PROPOSED PLAT

The new Atlas Commercial Park plat will have the following parcels, illustrated to the right:

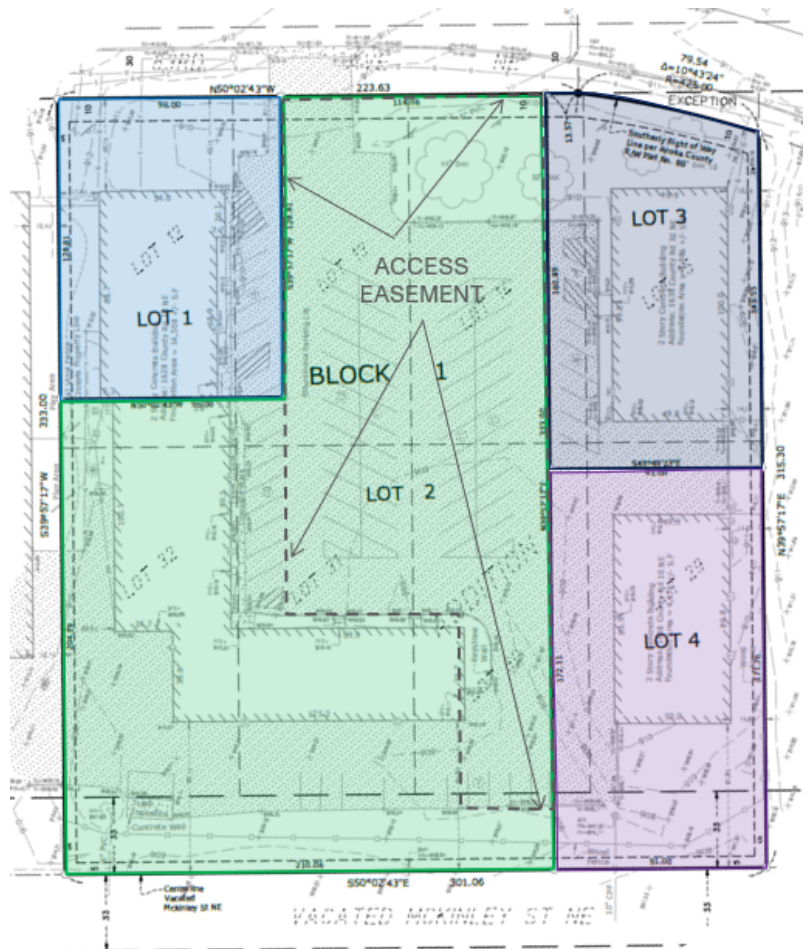
- Lot 1 Block 1 Atlas Commercial Park
- Lot 2 Block 1 Atlas Commercial Park
- Lot 3 Block 1 Atlas Commercial Park
- Lot 4 Block 1 Atlas Commercial Park

As noted above, an access easement will be recorded across Lot 2 to provide cross access and parking among all four lots and buildings.

### PLANNING ISSUES

Dividing the lots in a different arrangement with an access easement between them makes sense and is frequently done for commercial properties.

The plat involves just the rearrangement of lots; there is no building, grading, or other construction work proposed on site with this plat.



**Re: 1628 & 1638 County Road 10 NE, Preliminary & Final Plat**

## **ENGINEERING ISSUES**

Engineering and Public Works have the following comments on the proposed plat:

1. Revise ALTA survey to include the location of existing sanitary sewer and water services for each building.
2. Provide a copy of an agreement covering the cross use and maintenance responsibilities for the sanitary sewer and water services on the site. This is particularly important for any existing piping that may be located under an existing structure or that will be used by more than one building.
3. Along the southwest edge of the site, provide an access to the existing sanitary sewer manhole for city maintenance vehicles. This can include either removal of a portion of the existing fence or the installation of a gate in the existing fence.
4. Include a 33-foot wide drainage and utility easement along the entire southwest edge of the site.
5. Provide all materials required by Chapter 14 Subdivision Control of the Spring Lake Park code prior to final approval of the final plat.

## **RECOMMENDATION**

We recommend that the Planning Commission recommend approval of the preliminary plat and final plat for Atlas Commercial Park as submitted, with the five conditions noted above in the engineering comments.

## **MOTION TEMPLATE**

Motion for Approval of the Preliminary and Final Plat

The Planning Commission recommends that the City Council approve the preliminary and final plat for Atlas Commercial Park as submitted, with the five conditions noted in the Planning Report from Stantec dated October 25, 2021, and with the Findings of Fact noted in that report.

## **FINDINGS OF FACT**

1. The proposed lots and easements in Atlas Commercial Park are reasonable and appropriate for the property involved.
2. SLPH10, LLC has submitted materials for a preliminary and final plat meeting the requirements of the Spring Park subdivision ordinance.

## **DEADLINE FOR ACTION**

A preliminary plat has a 120-day deadline for final action, different from the 60-day limit for zoning actions. The plat application was received on September 21, 2021. Final deadline for action by the City Council is January 20, 2022.





**City of Spring Lake Park**  
 1301 81<sup>st</sup> Avenue NE  
 Spring Lake Park, MN 55432  
 763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

For Office Use Only	
Case Number:	
Fee Paid:	
Received by:	
Date Filed:	
Date Complete:	
Base Fee: _____	Escrow: _____

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Ordinance Amendment (Text) <input type="checkbox"/> Rezoning <input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Site Plan/Building Plan Review <input type="checkbox"/> Conceptual Plan Review <input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Variance <input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Minor Subdivision <input type="checkbox"/> Lot Combination <input checked="" type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 1628 County Rd 10 NE, Spring Lake Park		
Property Identification Number (PIN#): 01-30-24-14-0016		Current Zoning: C-1
Legal Description: LOT 12 WARREN ADD, SUBJ TO EASE OF REC (Attach if necessary):		
APPLICANT INFORMATION		
Name: Brian Scholten		Business Name: SLPH10, LLC
Address: 2923 Aspen Lake Dr NE		
City: Blaine	State: MN	Zip Code: 55449
Telephone: 763-392-0201	Fax:	E-mail: <a href="mailto:brian@caspiarealty.com">brian@caspiarealty.com</a>
Contact:		Title: Manager
OWNER INFORMATION (if different from applicant)		
Name:		Business Name:
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-mail:
Contact:		Title:
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property:	General commercial park	
Nature of Proposed Use:	General commercial park	
Reason(s) to Approve Request:	This new plat puts property lines where they should be. It also ensures each building gets separately owned and dedicated parking removing conflict.	
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name:	Atlas Commercial park.	
	Date of Application: <a href="#">9/21/21</a>	
Nature of Request:	Slightly modify lot lines to properly delineate each building + parking	
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		

## APPLICATION FEES AND EXPENSES:

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.


I wish to be notified of additional costs in the following manner (select one):

☒ E-mail brian@caspianrealty.com ☐ Fax \_\_\_\_\_ ☐ USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant:  Date: 9/29/21

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Applications only accepted with ALL required support documents.  
See City Code

**Transaction Identification Data for reference only:**

Issuing Agent: **Guaranty Commercial Title, Inc.**

Issuing Office: **465 Nicollet Mall, Suite 230, Minneapolis, MN 55401**

Loan ID Number:

Issuing Office File Number: **66358**

Property Address: **1628 County Highway 10, Spring Lake Park, MN 55432**

Supplemental Number: **not applicable**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Old Republic National Title Insurance Company***

**SCHEDULE A**

1. Commitment Date: **June 21, 2021, 8:00 AM**
2. Policy to be issued:
  - (a) 2006 ALTA® Owners Policy  
Proposed Insured: **Topline Properties LLC, a Minnesota limited liability company**  
Proposed Policy Amount: **\$1,050,000.00**
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is:  
**Fee Simple**
4. The title is, at the Effective Date vested in:  
**SLPH10 LLC, a Minnesota limited liability company**
5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Countersigned

**Guaranty Commercial Title, Inc.**



By: \_\_\_\_\_  
Authorized Signatory

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## EXHIBIT "A"

**Parcel 1:**

Lots 12, 13, 14, 15, 29, 30, 31 and 32, [Warren Addition](#), Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of [Anoka County Highway Right of Way Plat No. 60](#), together with that part of vacated McKinley Street accruing thereto.

**Parcel Identifier Numbers:**

01-30-24-14-0016; 01-30-24-14-0017; 01-30-24-14-0018; 01-30-24-14-0019; 01-30-24-14-0033;  
01-30-24-14-0034; 01-30-24-14-0035; and 01-30-24-14-0036

(Abstract)

**Parcel 2:**

Lot 35, Warren Addition, Anoka County Minnesota, together with that part of vacated McKinley Street accruing thereto.

**Parcel Identifier Number:**

01-30-24-14-0039

(Abstract)

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## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***Old Republic National Title Insurance Company***

#### **SCHEDULE B, PART I Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Deed of conveyance from SLPH10 LLC, a Minnesota limited liability company, to Topline Properties LLC, a Minnesota limited liability company.**
6. **Mortgage to secure your loan.**
7. **Real Estate Mortgage dated November 14, 2019, filed April 08, 2020, as Document No. [2257160.004](#), to secure indebtedness in the amount of \$1,760,000.00 and any other sums which may become due and payable under the terms thereof, executed by SLPH10 LLC, a Minnesota limited liability company, as mortgagor, to Royal Credit Union, as mortgagee. (as to Parcels 1 and 2)**
  - a. **Satisfaction, release or subordination is required.**
8. **Assignment of Leases and Rents dated November 14, 2019, filed April 08, 2020, as Document No. [2257160.005](#), executed by SLPH10 LLC, a Minnesota limited liability company, as assignor, to Royal Credit Union, as assignee.**
  - a. **Satisfaction, release or subordination is required.**
9. **Financing Statement filed April 08, 2020 as Document No. [2257160.006](#) between SLPH10 LLC, debtor and Royal Credit Union, as secured party.**
  - a. **Satisfaction, release or subordination is required.**

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## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey of the premises.
4. **Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$33,423.36 (Base tax \$33,034.52) are one-half paid on PID No. 01-30-24-14-0016. Non-Homestead. (Lot 12)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,726.46 (Base tax \$1,726.46) are one-half paid on PID No. 01-30-24-14-0017. Non-Homestead. (Lot 13)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,726.46 (Base tax \$1,726.46) are one-half paid on PID No. 01-30-24-14-0018. Non-Homestead. (Lot 14)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$11,144.24 (Base tax \$10,971.38) are one-half paid on PID No. 01-30-24-14-0019. Non-Homestead. (Lot 15)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$10,372.54 (Base tax \$10,199.68) are one-half paid on PID No. 01-30-24-14-0033. Non-Homestead. (Lot 29)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0034. Non-Homestead. (Lot 30)**

**Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0035. Non-Homestead. (Lot 31)**

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Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$1,739.88 (Base tax \$1,739.88) are one-half paid on PID No. 01-30-24-14-0036. Non-Homestead. (Lot 32)

Taxes due and payable in 2020 and prior years are paid. Taxes due and payable in 2021 in the total amount of \$5,639.64 (Base tax \$5,586.40) are one-half paid on PID No. 01-30-24-14-0039. Non-Homestead. (Lot 35)

**NOTE:** This commitment does not cover utility bills against the subject property that are not shown on current taxes or assessment searches.

5. **NOTE:** There are no special assessments, levied or pending, now a lien on said property.
6. Terms and conditions of City of Spring Lake Park special use permit to conduct used car retail sales, filed March 24, 1998 as Document No. [1329906.0](#). (as to Lots 12, 13, 31, and 32)
7. Broadband Communications easement(s) over subject premises in favor of Comcast of Minnesota, Inc., as created in Document No. [2020387.001](#). (as to Lot 12)
8. Use and quiet enjoyment easement(s) over the Land as evidenced by Document No(s). [917537](#). (as to Parcel 2)
9. Declaration of Driveway Easement dated May 10, 2018, filed June 05, 2018, as Document No. [2200931.001](#) which contain no forfeiture provision. (as to Parcel 2)

**INFORMATIONAL NOTE:** Fee owner took title to Parcel 1 by vesting deed Document No. [2257160.001](#). Fee owner took title to Parcel 2 by vesting deed Document No. [2257160.002](#). McKinley Street was vacated by City Council Resolution 83-16 filed as Document No. [612867](#). Anoka County Highway Right-of-Way Plat No. 60 was filed as Document No. [1566350](#).

This commitment was prepared by Matthew Foli.

If there are any questions or requests, please contact your Closer, Jodi Tagessen, at [jtagessen@guarantytitle.net](mailto:jtagessen@guarantytitle.net) / 612-746-0416 and Assistant Closer, Tristan Evenson, at [tevenson@guarantytitle.net](mailto:tevenson@guarantytitle.net).



**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
Old Republic National Title Insurance Company**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Guaranty Commercial Title, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I - Requirements;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I - Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PRELIMINARY PLAT: ATLAS COMMERCIAL PARK

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

Lots 12, 13, 14, 15, 29, 30, 31 and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that part of vacated McKinley Street accruing thereto.  
(Abstract)

DATE OF PREPARATION:

9-14-2021

APPLICANT:

SLPH10 LLC, a Minnesota limited liability company  
Brian Scholten  
763-392-0201

BENCHMARKS:

Site Benchmark is the top nut hydrant, located 18 +/- feet north of the most easterly property corner, having an elevation of 913.94 feet, as shown hereon.

AREAS:

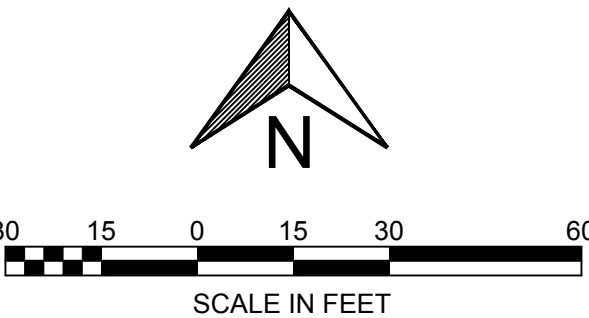
Proposed Lot 1 = 12,365 Sq. Ft. or 0.284 Acres  
Proposed Lot 2 = 57,585 Sq. Ft. or 1.322 Acres  
Proposed Lot 3 = 14,070 Sq. Ft. or 0.323 Acres  
Proposed Lot 4 = 15,646 Sq. Ft. or 0.359 Acres  
Total Property Area = 99,666 Sq. Ft. or 2.288 Acres

FLOOD ZONE:



































































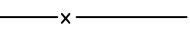


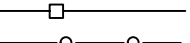


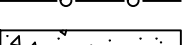


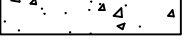


This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27003C0401E, effective date of December 16, 2015.

  
Rory L. Synsteliën  
rory@civilsitegroup.com

Minnesota License No. 44565



Linetype & Symbol Legend

	ELECTRIC LINE		AIR CONDITIONER		UTILITY VAULT
	ELECTRIC LINE (RECORD)		CABLE TV BOX		UTILITY MANHOLE
	FIBER/COMM. LINE		ELECTRIC MANHOLE		ELECTRICAL OUTLET
	FIBER/COMM. LINE (RECORD)		ELECTRIC TRANSFORMER		HAND HOLE
	GASMAIN		ELECTRICAL METER		BOLLARD
	GASMAIN (RECORD)		FIBER/COMM. MANHOLE		FLAG POLE
	OVERHEAD UTILITIES		POWER POLE		FUEL TANK
	GUY WIRE		GUY WIRE		HANDICAP SYMBOL
	GAS METER		GAS METER		LIGHT POLE
	GAS MANHOLE		GAS VALVE		MAIL BOX
	ROOF DRAIN		SEWER CLEAN OUT		SIGN
	SANITARY SEWER		SANITARY MANHOLE		CONIFEROUS TREE
	SANITARY SEWER (RECORD)		STORM MANHOLE		DECIDUOUS TREE
	STORM SEWER		CATCH BASIN		SOIL BORING
	STORM SEWER (RECORD)		FLARED END SECTION		FOUND IRON MONUMENT
	TELEPHONE LINE		TELEPHONE BOX		SET IRON MONUMENT
	TELEPHONE LINE (RECORD)		TELEPHONE MANHOLE		CAST IRON MONUMENT
	WATERMAIN		WATER MANHOLE		
	WATERMAIN (RECORD)		WATER VALVE		
	CHAINLINK FENCELINE		WELL		
	WOODEN FENCELINE				
	GUARDRAIL				
	CONCRETE SURFACE				
	PAVER SURFACE				
	BITUMINOUS SURFACE				
	GRAVEL/LANDSCAPE SURFACE				

1628 County Road 10 NE

Spring Lake Park, Anoka County, MN 55432

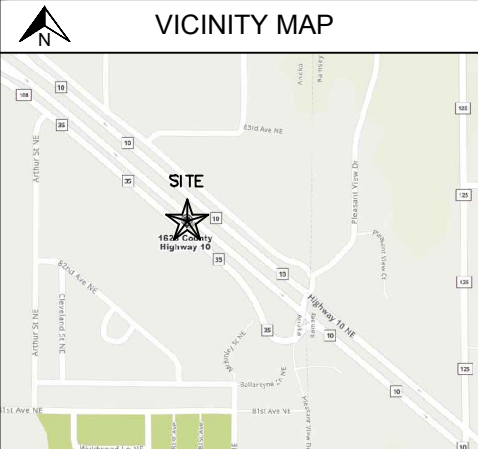
Caspian Group

7401 Bush Lake rd, Edina, MN 55439

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.

  
RORY L. SYNSTELIËN  
DATE 9-21-2021 LICENSE NO. 44565

QA/QC	OF
FIELD CREW	OF
DRAWN BY	JRN
REVIEWED BY	CJ
UPDATED BY	



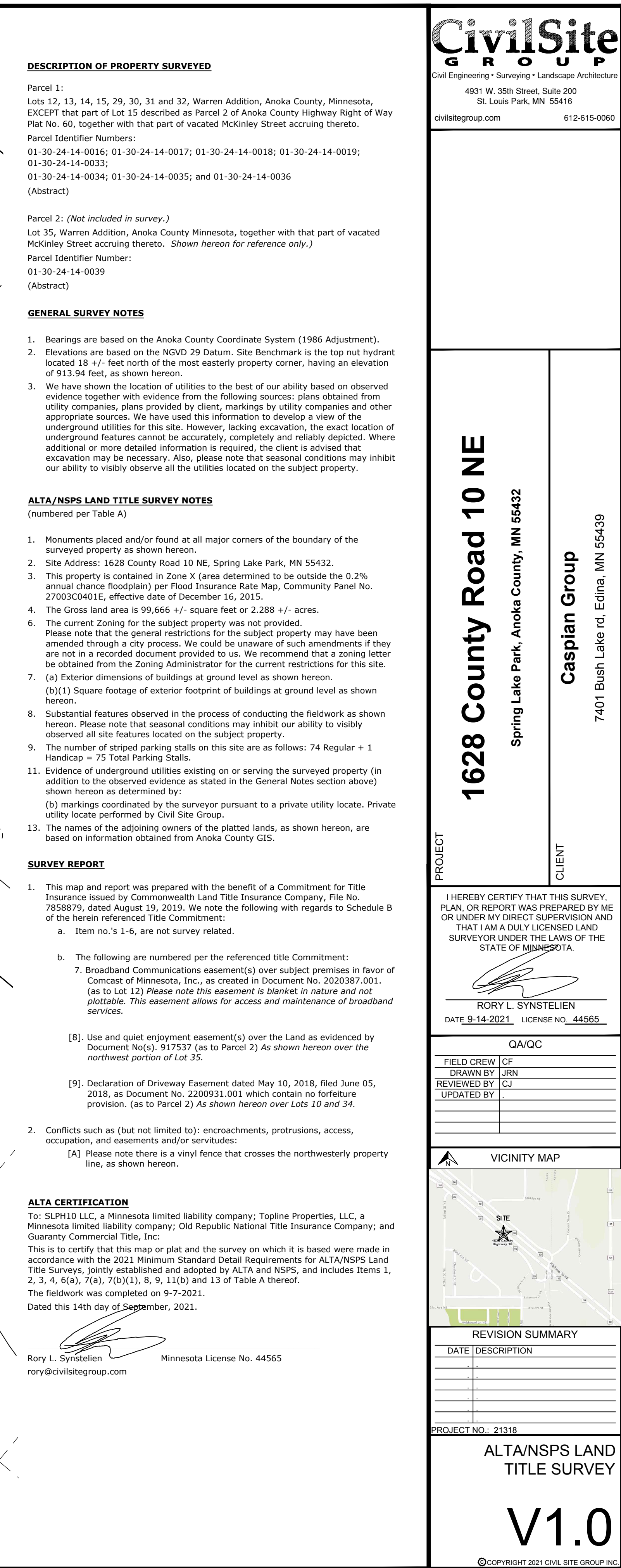
REVISION SUMMARY	
DATE	DESCRIPTION

PROJECT NO. - 21318

PRELIMINARY PLAT

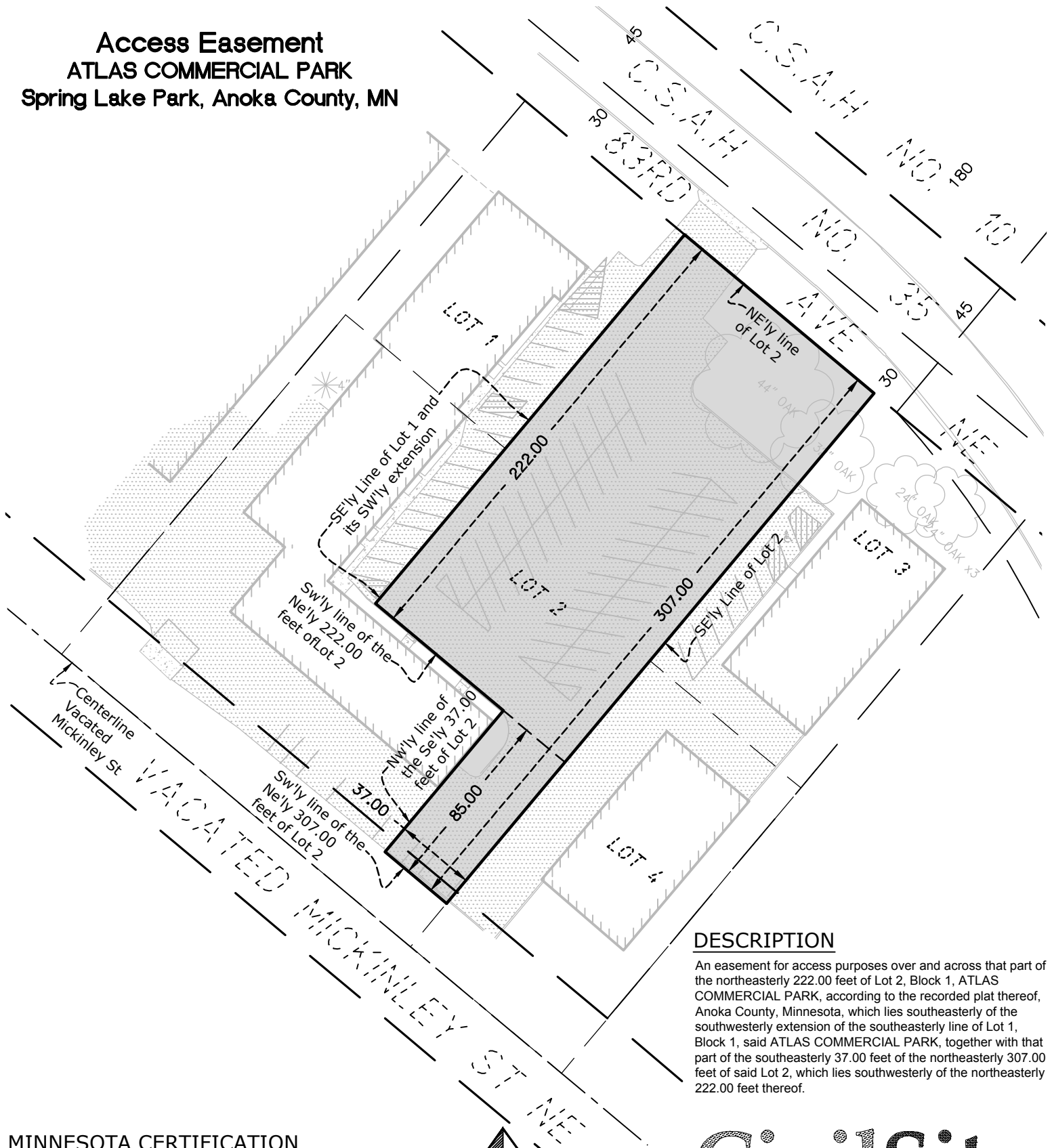
V2.0







# Access Easement ATLAS COMMERCIAL PARK Spring Lake Park, Anoka County, MN



## DESCRIPTION

An easement for access purposes over and across that part of the northeasterly 222.00 feet of Lot 2, Block 1, ATLAS COMMERCIAL PARK, according to the recorded plat thereof, Anoka County, Minnesota, which lies southeasterly of the southwesterly extension of the southeasterly line of Lot 1, Block 1, said ATLAS COMMERCIAL PARK, together with that part of the southeasterly 37.00 feet of the northeasterly 307.00 feet of said Lot 2, which lies southwesterly of the northeasterly 222.00 feet thereof.

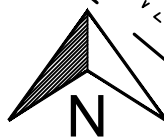
## MINNESOTA CERTIFICATION

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.

Dated this 21st day of September, 2021

Rory L. Synsteliem

Minnesota License No. 44565



SCALE IN FEET

# CivilSite GROUP

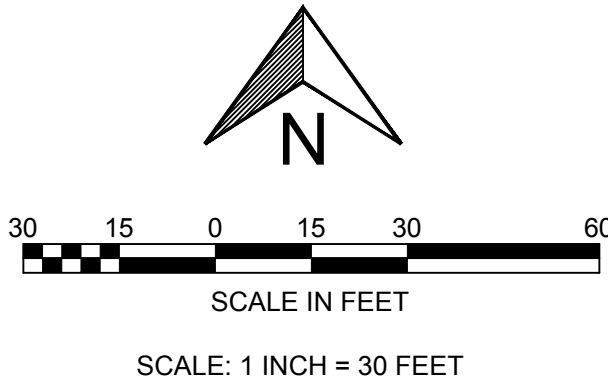
4931 W. 35TH ST. SUITE 200  
ST. LOUIS PARK, MN 55416  
CivilSiteGroup.com

Drawn By: JRN  
Project No. 21318

SHEET 1 OF 1

# ATLAS COMMERCIAL PARK

CITY OF SPRING LAKE PARK  
COUNTY OF ANOKA  
SEC. 1, T. 30, R. 24



For the purposes of this plat, the northeasterly line of WARREN ADDITION is assumed to bear N 50 degrees 02 minutes 43 seconds W

- Denotes a Found Anoka County Right of Way Monument.  
○ Denotes a 1/2 inch by 14 inch iron rebar set and marked by License No. 44565.

**KNOW ALL PERSONS BY THESE PRESENTS:** That SLPH10 LLC, a Minnesota limited liability company , owner of the following described property:

Lots 12, 13, 14, 15, 29, 30, 31 and 32, Warren Addition, Anoka County, Minnesota, EXCEPT that part of Lot 15 described as Parcel 2 of Anoka County Highway Right of Way Plat No. 60, together with that part of vacated McKinley Street accruing thereto.

Has caused the same to be surveyed and platted as ATLAS COMMERCIAL PARK and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said SLPH10 LLC, a Minnesota limited liability company , has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SLPH10 LLC

By \_\_\_\_\_ Its \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ of SLPH10 LLC, a Minnesota limited liability company, on behalf of the company.

My Commission Expires: \_\_\_\_\_

Notary Public, Signature \_\_\_\_\_ Notary Public, Printed Name \_\_\_\_\_

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

## SURVEYORS CERTIFICATE

I Rory L. Synstellen do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Rory L. Synstellen, Licensed Land Surveyor  
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by Rory L. Synstellen.

My Commission Expires: \_\_\_\_\_

Notary Public, Signature \_\_\_\_\_ Notary Public, Printed Name \_\_\_\_\_

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

## CITY COUNCIL

City Council, City of Spring Lake Park, Minnesota

This plat of ATLAS COMMERCIAL PARK was approved and accepted by the City Council of the City of Spring Lake Park, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Spring Lake Park, Minnesota

By: \_\_\_\_\_ Clerk  
Mayor \_\_\_\_\_

## COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_  
David M. Ziegmeier  
Anoka County Surveyor

## COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year 20 \_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_ Property Tax Administrator By: \_\_\_\_\_ Deputy

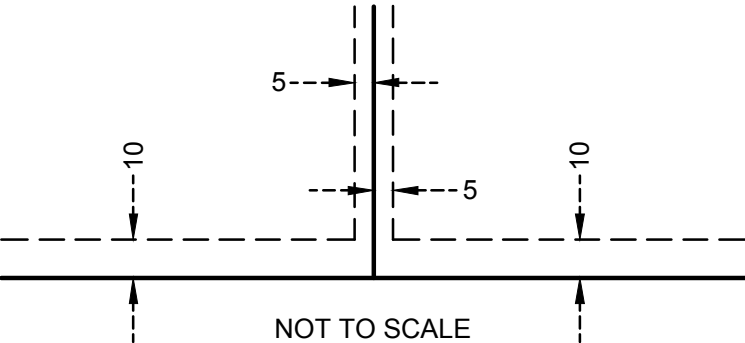
## COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of ATLAS COMMERCIAL PARK was filed in the Office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ M. and was duly recorded as Document Number \_\_\_\_\_

By: \_\_\_\_\_ County Recorder/Registrar of Titles By: \_\_\_\_\_ Deputy

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines unless otherwise indicated, as shown on the plat.