

**CCI HOLDINGS 2, LLC
DEVELOPMENT AGREEMENT
14047 AZURITE STREET NW
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 12th day of August, 2025, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **CCI HOLDINGS 2, LLC**, a limited liability company under the laws of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 14047 Azurite Street Northwest, Ramsey, MN 55303 and legally described as:

Parcel 1

The South 200 feet of the North 250 feet of the West 220 feet of the East 880 feet of Lot 1, Auditors Subdivision No. 30, Anoka County, Minnesota;

together with

Parcel 2

The South 212.68 feet of the North 462.68 feet of the West 220 feet of the East 880 feet of Lot 1, Auditors Subdivision No. 30, Anoka County, Minnesota.

(the “**Subject Property**”)

- B. That on April 17, 2025, the **CITY** received a Building Permit Application from Josh Clark on behalf of CCI Holdings 2, LLC (the “**PERMITTEE**”) requesting an Administrative Site Plan proposal to demise a legal non-conforming industrial building for warehousing uses on the **Subject Property**, and associated site improvements (cumulatively, the “**Project**”).
- C. That the **PERMITTEE** intends to bring various non-conforming site improvements into compliance with the Project.
- D. The **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** to be constructed without financial participation by the **CITY**.

Agreement

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The CITY approves the site plan (the "Site Plan") conditioned on the PERMITTEE developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the final plans (the "**Plans**") prepared by Becklin & Whitney and dated June 30, 2025. The **Plans** remain subject to: (a) City Staff's review and approval of the **Plans** to, among other things, confirm that the revisions requested in the CITY's review have been made; and (b) such further revisions as the PERMITTEE may propose and the CITY approves. The **Plans** shall not be attached to this **Agreement**, but are in the CITY's files.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, and Zoning Code of the CITY, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief. The PERMITTEE herein agrees to post "No Parking" signs along driveways in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
6. **Required On-Site Improvements.** The PERMITTEE shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements and the allocated costs therefor are as follows:

Required Improvements	Cost	75% of Cost Release Amount
a. Site Grading	\$20,650.00	\$15,487.50
b. Parking Lot Construction	\$65,863.50	\$49,397.63
c. Erosion Control & Turf Restoration	\$7,392.50	\$5,544.37
TOTAL	\$93,906.00	\$70,429.50

("Required Improvements")

The PERMITTEE agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twelve (12) months from the date of Site Plan approval for the **Project**, subject to Unavoidable Delays. For the purposes of this Agreement, Unavoidable Delays means delays,

outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the CITY.

8. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with CITY specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the CITY a cash escrow or an irrevocable letter of credit, approved as to form by the CITY, in the amount of **Seventy Thousand Four Hundred Twenty-Nine Dollars and Fifty Cents (\$70,429.50)**, which is 75% of the CITY's estimated cost of the **Required Improvements** for the on-site improvements. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of **PERMITTEE**, the CITY shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the **Required Improvements** in the amount set forth in Section 6 that have been accepted in writing by the CITY. Upon completion of the construction of all or any remaining of the **Required Improvements** and written approval by the CITY, the financial guaranty shall be returned to the **PERMITTEE**. The determination of completion of the construction of the **Required Improvements** shall be made by the CITY. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with CITY day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the CITY and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

9. **Site Inspection Fees.** The **PERMITTEE** shall be responsible for all site inspection costs incurred by the CITY related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the CITY and the CITY shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Four Thousand Six Hundred Ninety-Five Dollars and No Cents (\$4,695.00)** (5% x \$93,906.00). Upon completion of the **Required Improvements** to the satisfaction of the CITY, any surplus balance remaining in the CITY's escrow account shall be refunded to the **PERMITTEE**.

SECTION II PERMITS AND OCCUPANCY

10. **Requirements for Building Permit.**

- a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the CITY Building Official with a Certificate of Survey; (c) the financial guaranty described in Section I Paragraph 8 to the CITY; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the CITY, if applicable; and

- b. No occupancy permit shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; and (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**.

SECTION III GENERAL

11. **Survey Monumentation.** The **PERMITTEE** must protect all lot corner stakes and survey monumentation at all lot corners.
12. **Preconstruction Meeting.** The **PERMITTEE** shall schedule and hold a pre-construction meeting with the **CITY** prior to commencing site work.
13. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.
14. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
15. **Construction, Hours and Entrance Signs.** The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
16. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
17. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY's** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.
18. **Reimbursement to the City.** The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this **Agreement**, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
19. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.

20. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
21. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.
22. **Certificate of Occupancy.** The term “Certificate of Occupancy” as used in this **Agreement** shall be defined as a document issued by the **CITY’s** Building Official, which authorizes the structure to be used for its intended purposes.
23. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
24. **Notices.** Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

CCI Holdings 2, LLC
Attn: Josh Clark
14346 191st Avenue NW
Elk River, MN 55330

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

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THE PERMITTEE:

CCI Holdings 2, LLC

By: _____
Josh Clark
Its: Owner/President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Josh Clark, the Owner/President of CCI Holdings 2, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

