

**WILDLIFE RESEARCH/LH ROAD LLC
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 8th day of September 2026, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **LH Road LLC**, a limited liability company under the laws of the State of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 14485 Azurite Street Northwest, Ramsey, MN 55303 and legally described as:

Lot 1, Block 1, WILDLIFE RESEARCH, Anoka County, Minnesota.

(the “**Subject Property**”)

- B. That on May 19, 2026, the **CITY** received a Land Use Application from Mr. John Grotkin of RJ Ryan Inc. on behalf of LH Road LLC., (the “**PERMITTEE**”) requesting a Minor Plat and Conditional Use Permit as a proposal to construct a building addition, a detached warehouse building, and associated site improvements on the **Subject Property** with enlarging a CITY-owned regional storm water basin, (cumulatively, the “**New Building**”).
- C. That on July 14, 2026, the City Council reviewed and approved the proposed plat through Resolution #26-152 and conditional use permit on July 28, 2026, with the adoption of Resolution #26-165 on the **Subject Property**.
- D. The **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** and CITY-owned regional storm water basin to be constructed.

Agreement

SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the “Site Plan”) within the Conditional Use Permit 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 civil and landscape plans (the “Plans”) prepared by Hakanson Anderson, and dated July 3, 2026. 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 and Off-Site Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** and on the **CITY** regional storm water basin 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 On-Site and Off-Site Improvements	Cost	75% of Cost Release Amount
a. Removals	\$63,385	\$47,539
b. Earthwork	\$316,600	\$237,450
c. Site Work	\$363,250	\$272,438
d. Utilities	\$325,770	\$244,327
e. Erosion Control and Landscaping	\$90,025	\$67,519
Total	\$1,159,030	\$869,273

("Required On-Site Improvements")

The **PERMITTEE** agrees to construct the **Required On-Site and Off-Site 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 (herein after collectively both on-site and off-site)** shall be completed within twenty-four (24) months from the

date of issuance of the first building permit for either the Building Addition or the New Building, 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 (“Financial Guaranty”), approved as to form by the CITY, in the amount of **Eight Hundred Sixty-Nine Thousand Two Hundred Seventy-Two Dollars and No Cents (\$869,272.00)**, which is 75% of the estimated cost of the **Required On-Site and Off-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, provided the initial reduced amount is at least 40 percent of the original estimated costs and subsequent reductions of at least ten percent the original estimated costs. Upon completion of the construction of all or any remaining of the **Required Improvements** and written acceptance by the CITY, the Financial Guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 11 of this **Agreement**. 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 Financial Guarantee for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the Financial Guarantee. 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 (escrow).** 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 (“Cash Escrow”) and the CITY shall have the authority to draw upon the Cash Escrow for the purpose of compensating for inspection services. The amount of the Cash Escrow shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Fifty-Seven Thousand Nine Hundred Fifty-Two Dollars and No Cents (\$57,952.00)**. Upon completion of the **Required Improvements** to the satisfaction of the CITY, any Cash Escrow surplus balance shall be refunded to the **PERMITTEE**.

SECTION II DEVELOPMENT FEE INFORMATION

The **Subject Property** is being re-platted as a buildable lot of record where development fees were previously satisfied through the plat of “Sunfish Lake Business Park Third Addition.”

SECTION III 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) provided the Financial Guaranty and Cash Escrow described in Section I Paragraph 8 & 9 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 IV ON-SITE AND OFF-SITE LANDSCAPING

11. **Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a Maintenance Guaranty to ensure the survival of the plantings. Said Maintenance Guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **One Thousand Four Hundred Forty Dollars and No Cents (\$1,440.00)** [# plantings (8 trees) x cost/planting (\$600/tree) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced shall be made by the **CITY**. Upon approval of the final landscape inspection by the **CITY**, the Maintenance Guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the Maintenance Guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the Maintenance Guaranty. 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 replacing plantings in the event of the **PERMITTEE** default.

SECTION V GENERAL

12. **Easement Document.** The **PERMITTEE** shall sign a cross-access and maintenance easement document regarding the portion of the private parking lot and roadway along the south side of the **Subject Property** with the adjacent property owner(s). This document must be recorded against all parcels affected.

13. **As-Built Record Plan.** Per City Code Section 117-615(17), upon completion of the installation of the Required Improvements, the **PERMITTEE** shall provide the **CITY** with copies of plans and specifications showing the Required Improvements as finally constructed and installed, in both digital (CAD) and paper form (PDF), as required by the **CITY**. Such as-built plans shall be certified as true and accurate by the registered engineer responsible for the installation of the Required Improvements.
14. **"Acceptance"** means written acceptance of the Required Improvements by the **CITY** after the **CITY** determines that: (a) the Required Improvements have been completed in accordance with the approved Plans, specifications, this Agreement, and applicable City standards; (b) all required inspections, testing, and sewer televising have been completed and accepted; (c) all punch-list items have been corrected; and (d) complete as-built plans and all other required closeout documents have been submitted and accepted.
15. **Survey Monumentation.** The **PERMITTEE** must protect all lot corner stakes and survey monumentation at all lot corners.
16. **Preconstruction Meeting.** The **PERMITTEE** shall schedule and hold a pre-construction meeting with the City Engineer prior to commencing site work.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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 financial guarantees or escrows required by this contract for payment.

22. **Reimbursement to the City.** The **PERMITTEE** agrees to reimburse the **CITY** for all reasonable 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.
23. **Existing Private Utilities.** The movement or disturbance of any private utilities on the Subject Property, including the costs thereof, are the responsibility of the **PERMITTEE** and must be coordinated with the applicable utility company.
24. **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**.
25. **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.
26. **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 or escrow accounts. 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.
27. **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.
28. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
29. **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:

LH Road LLC
Attn: Sam Burgeson
14485 Azurite St. NW
Ramsey, MN 55303

TO THE CITY:

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

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THE PERMITTEE:

LH Road LLC

By: _____
Sam Burgeson
Its: Officer/Corporate Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Sam Burgeson, the officer/corporate secretary of LH Road LLC., a Minnesota Limited Liability Company, on behalf of the company.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Ryan Heineman
Its: Mayor

By: _____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2026, by Ryan Heineman and Brian Hagen, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Eckberg Lammers
1809 Northwestern Avenue
Stillwater, MN 55082