

**NORTHSTAR TRUCK & RV PARKING  
DEVELOPMENT AGREEMENT  
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 24<sup>h</sup> day of March, 2026, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **NORTHSTAR TRUCK & RV PARKING 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 15861 Jarvis Street Northwest, Elk River, MN 55330 and legally described as:

**Portion within the City of Ramsey**

That part of the South 1155 feet of the West 297 feet of the Southwest quarter of the Southwest quarter of Section 18, Township 32, Range 25, lying north of railroad right-of-way, except road, subject to easements of record, Anoka County, Minnesota;

and

**Portion within the City of Elk River**

That part of the Southeast quarter of Section 13, Township 32, Range 26, lying East of town road and North of railroad right-of-way, Sherburne County, Minnesota.

(Collectively, the “**Subject Property**”)

- B. That on September 13, 2024, the **CITY** received a Land Use Application from Nikolay Babkin on behalf of the **PERMITTEE** requesting a Planned Unit Development and Site Plan Review to construct a parking lot on the **Subject Property**, and associated site improvements (cumulatively, the “**Parking Lot**”).
- C. That on January 23, 2025, the Planning Commission reviewed and recommended approval of the Site Plan.

- D. That on March 25, 2025, the City Council adopted Resolution #25-028, which approved the Site Plan for the proposed **Parking Lot**. The completion date of this Resolution was extended, at the request of the **PERMITTEE**, on October 28, 2025, through Resolution #25-256.
- E. The **PERMITTEE** intends to cause the 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 Engineering Design & Surveying (EDS) and dated November 3, 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, Nuisance Code, and Zoning Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** No structures are proposed nor approved on the portion of the property within the City of Ramsey.
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 Marshall. 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 Marshall.
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, as provided by the **PERMITTEE** and EDS, are as follows:

Required Improvement	Cost	75% of Cost Release Amount
a. Retaining Wall	\$49,200.00	\$36,900.00
b. Erosion Control	\$4,600.00	\$3,450.00
c. Grading and bituminous installation with concrete strip	\$1,000,000.00	\$750,000.00
d. Landscaping	\$19,749.00	\$14,811.00
e. Storm water filtration	\$17,400.00	\$13,050.00
<b>TOTAL</b>	<b>\$1,090,949.00</b>	<b>\$818,211.00</b>

("Required Improvements")

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

7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed by June 1, 2026, as requested by and agreed upon by the **CITY** and the **PERMITTEE** per Resolution #25-256 approving a time extension.
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 **Eight Hundred Eighteen Thousand Two Hundred Eleven dollars (\$818,211.00)**, which is 75% of the **PERMITTEE'S** estimated cost of the **Required Improvements** for the Parking Lot. Prior to commencing site work, 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 line-item portion of the **Required Improvements** in the amount set forth in Section 6 that have been accepted in writing by the **CITY**. Partial releases of each line item in Section 6 will not be allowed as the **PERMITTEE** did not submit itemized estimates for each line item. 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 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 up to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to \$40,910.00 (5% x \$818,211.00). The **CITY**, however, estimates its site inspection services to cost no more than **\$20,000.00**. 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**. Should site inspection services cost more than the amount collected, the **PERMITTEE** shall be invoiced for the difference and the **PERMITTEE** agrees to pay said invoice(s).

**SECTION II**  
**PERMITS AND OCCUPANCY**

10. **Requirements for Building Permit.** Not applicable as no structures are approved for the Subject Property within the city of Ramsey.

#### SECTION IV ON-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 **Ten Thousand Four Hundred Sixty-Two Dollars and No Cents (\$10,462.00)** [# plantings (57 trees and 9 shrubs) x cost/planting (\$600/tree and \$75/shrub) 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 escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings 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 replacing plantings in the event of the **PERMITTEE** default.

#### SECTION V GENERAL

12. **As-Built Record Plan.** The **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) and PDF format upon completion of storm sewer and filtration basins.
13. **Survey Monumentation.** The **PERMITTEE** must protect all lot corner stakes and survey monumentation at all lot corners.
14. **Preconstruction Meeting.** The **PERMITTEE** shall schedule and hold a pre-construction meeting with the City Engineer prior to commencing site work.
15. **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.
16. **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.

17. **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.
18. **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.
19. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all reasonable **CITY** expenses incurred in the approval of the **Site Plan Review**, 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 reasonable 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** reasonable 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.
20. **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.
21. **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**.
22. **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.
23. **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.
24. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
25. **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:**

Northstar Truck & RV Parking LLC  
Attn: Nikolay Babkin  
9961 Troy Lane N  
Maple Grove, MN 55311

**TO THE CITY:**

City of Ramsey

Attn: Community Development Director

7550 Sunwood Dr. NW

Ramsey, MN 55303

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**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:**  
Amanda Johnson, Eckberg Lammers  
1809 Northwestern Avenue  
Stillwater, MN 55082