ECONOMIC DEVELOPMENT AUTHORITY MEETING

City Hall Council Chambers
June 22, 2026

AGENDA

1. **Call to Order**

2. **Roll Call**

3. **Approval of Agenda and Consent Agenda**

   These items are considered to be routine by the City Council and will be enacted by one motion. There isn't a separate discussion for these items unless a Councilmember so requests, then it is moved to the end of the Council Consideration Items.

   a. Approval of Minutes

      - Motion to approve the following minutes:

      - *June 8, 2026, EDA Meeting*

4. **Public Hearings**

   a. Purchase and Development Agreement and Conveyance of Certain Property Located at 6245 Brooklyn Boulevard

      - Motion to adopt a resolution approving a Purchase and Development Agreement between the City of Brooklyn Center Economic Development Authority and Promise Property Holdings LLC for the conveyance of certain property located at 6245 Brooklyn Boulevard.

5. **Commission Consideration Items**

   a. Amended and Restated Purchase and Development Agreement (Jambo Africa)

      - Motion to approve a resolution for an amended and restated Purchase and Development Agreement between the Economic Development Authority of Brooklyn Center and AWC Holdings (Jambo Africa).

6. **Commission Discussion Items**

   a. EDA Scattered Site Plan

      -No formal EDA action is required — this is a discussion time only.

   b. Opportunity Site Developer Recruitment

      - No formal EDA action is required — this is a discussion item only.

   c. EDA Update

      - No EDA action is required — this is a discussion item only.

7. Adjournment

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM:
THROUGH:
BY: Shannon Pettit, City Clerk
SUBJECT: Approval of Minutes

Requested Council Action:
- Motion to approve the following minutes:

- *June 8, 2026, EDA Meeting*

Background:

Budget Issues:

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:
1. 2026.06.08 EDA DRAFT

MINUTES OF THE PROCEEDINGS OF THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF BROOKLYN CENTER
IN THE COUNTY OF HENNEPIN AND THE
STATE OF MINNESOTA

REGULAR SESSION
JUNE 8, 2026
CITY HALL – COMMISSION CHAMBERS

1. CALL TO ORDER

The Brooklyn Center Economic Development Authority (EDA) met in Regular Session called to order by President April Graves at 8:39 p.m.

2. ROLL CALL

President April Graves and Commissioners Dan Jerzak, Teneshia Kragness, Kris Lawrence-Anderson, and Laurie Ann Moore. Also present were Deputy City Manager Daren Nyquist, Planning Manager Ginny McIntosh, City Clerk Shannon Pettit, and City Attorney Siobhan Tolar.

3. APPROVAL OF AGENDA AND CONSENT AGENDA

Commissioner Jerzak noted that he had a minor minutes correction to the previous EDA minutes, on page 15 of 18 in the second paragraph, where it stated, "Mr. Alexander noted that Commissioner Jerzak was on the Commission at the time and might recall," but Commissioner Jerzak noted for clarity that he was not on the Commission but was an employee at the time and it was during the litigation that resulted. He noted he could not have been a Commissioner at that time, and it was just an oversight. The question was about litigation regarding Logan Avenue.

President Graves asked if Commissioner Jerzak had sent that correction to the City Clerk. Commissioner Jerzak confirmed that he would send it to Ms. Pettit.

Commissioner Moore moved and Commissioner Kragness seconded to approve the Agenda and Consent Agenda, as amended, with the noted changes to the minutes, and the following item was approved:

3a. APPROVAL OF MINUTES

1. May 26, 2026 – Regular Session

Motion passed unanimously.

4. COMMISSION CONSIDERATION ITEMS

5. PUBLIC HEARINGS

5a. PURCHASE AND DEVELOPMENT AGREEMENT AND CONVEYANCE OF CERTAIN PROPERTY LOCATED AT 6245 BROOKLYN BOULEVARD

Planning Manager Ginny McIntosh stated that Staff tried to get a presentation this evening and a Public Hearing, but due to scheduling conflicts with the multiple parties involved, it had to be rescheduled. She stated that Staff are dealing with a corporate entity, a franchisee, and was able to get comments back, but it was right down to the wire. She added that both Scooter's Corporate and the franchisee agreed to move the presentation to the June 22 EDA meeting. She explained the Council would have to make a motion to continue the Public Hearing for the purchase and development agreement and conveyance of property located at 6245 Brooklyn Boulevard to the June 22, 2026, EDA meeting.

President Graves moved and Commissioner Kragness seconded to continue the Public Hearing regarding the Purchase and Development Agreement and conveyance of certain property located at 6245 Brooklyn Boulevard to the June 22, 2026, City of Brooklyn Center EDA Meeting.

6. ADJOURNMENT

President Graves moved and Commissioner Kragness seconded the adjournment of the Economic Development Authority meeting at 8:42 p.m.

Motion passed unanimously.

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM: Ginny McIntosh, Planning Manager
THROUGH: Daren Nyquist, Interim City Manager
BY: Ginny McIntosh, Planning Manager
SUBJECT: Purchase and Development Agreement and Conveyance of Certain Property Located at 6245 Brooklyn Boulevard

Requested Council Action:
- Motion to adopt a resolution approving a Purchase and Development Agreement between the City of Brooklyn Center Economic Development Authority and Promise Property Holdings LLC for the conveyance of certain property located at 6245 Brooklyn Boulevard.

Background:
At the April 27, 2026 EDA meeting, City staff presented a concept for a proposed Scooter's Coffee location on two City EDA-owned sites collectively addressed as 6245 Brooklyn Boulevard. Following a presentation of the proposal, City staff inquired if the EDA was amenable to entering into a Purchase and Development Agreement with the interested party (Promise Property Holdings LLC — formerly identified as Prime Coffee LLC). As the request was generally well received, City staff submitted a public hearing notice request to the Brooklyn Center *Sun Post* for the June 8, 2026 EDA meeting, and the notice was published on May 28, 2026.

City staff worked with the City Attorney to prepare the Purchase and Development Agreement and transmitted the draft to Scooter's Coffee Corporate and the franchisee, Miressa Morka; however, due to team member travel, review of the agreement was delayed. Although City staff have received comments back from Scooter's Coffee Corporate, City staff requested a continuation of the public hearing to the June 22, 2026 EDA meeting to allow the additional time needed.

The Subject Property is located on a triple frontage lot (Brooklyn Boulevard, 63rd Avenue North, and Ewing Avenue North), and has great visibility with signalized intersection access. The City of Brooklyn Center Economic Development Authority purchased the two properties for $280,000 in 2013, which is the same price for which the former property owner purchased the Subject Property for back in 1993.

Although this property has long been vacant, the site was previously home to an automotive use (Brooklyn Center Service/Mobil), and underground tanks and a cleanup were completed in 1991. An MPCA letter is on file indicating the site was adequately cleaned up for a petroleum release. The City EDA's acquisition of the Subject Property allowed for the installation of a new right-turn lane along 63rd Avenue North, new sidewalks, trails, and a new bus stop along 63rd Avenue North as part of the Brooklyn

Boulevard Phase II modernization project.

City staff reviewed neighboring properties to the Subject Property and determined a median land value of between $8 and $10 per square foot, or a valuation of between $108,288 and $135,360. CoStar sales data was also reviewed for comparable sales, and the Hennepin County Assessor's Office noted a 2025/Payable 2026 valuation of $133,000.

The offer presented by the buyer's broker is $150,000 or approximately $10.20 per square foot. As stipulated in the agreement, an approval of the Purchase and Development Agreement would require $10,000 to be deposited as earnest money upon execution of the agreement. A period of 90-days is granted for due diligence, with two optional 30-day extensions, and, as is typical for City EDA properties, a reverter clause is reflected in the agreement, which allows the seller (City of Brooklyn Center Economic Development Authority) to re-enter and take possession of the Subject Property under certain conditions, including the inability to execute on the project and provision of the identified "Minimum Improvements," which are noted as an approximately 664-square foot commercial coffee shop.

The property is being sold "as is" and the buyer, Promise Property Holdings LLC, will need to obtain all necessary government approvals, of which include the submittal and approval of a Planning Commission application. The buyer is requesting the City of Brooklyn Center EDA pay for any costs associated with the re-plat of the Subject Property.

A copy of the drafted Purchase and Development Agreement, along with a resolution approving the agreement and conveyance of certain property located at 6245 Brooklyn Boulevard are included for the EDA's review and consideration.

Budget Issues:

There are no budget issues to consider. Any proceeds from the sale of this property could be used for future redevelopment opportunities.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

<u>ATTACHMENTS:</u>

1. Purchase and Development Agreement between the City of Brooklyn Center EDA and Promise Property Holdings, LLC

2. Resolution — Approving a Purchase and Development Agreement and Conveyance of Certain Lands Located at 6245 Brooklyn Boulevard
3. PowerPoint Presentation — Purchase and Development Agreement for 6245 Brooklyn Boulevard (Scooter's Coffee)

PURCHASE AND DEVELOPMENT AGREEMENT

6245 Brooklyn Boulevard

1. **Parties.** This Purchase and Development Agreement (this "Agreement") is made as of this ____ day of ____, 2026 (the "**Effective Date**") between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER, MINNESOTA, a public body corporate and politic under the laws of Minnesota having its office located at: 6301 Shingle Creek Parkway, Brooklyn Center, MN ("**Seller**") and PROMISE PROPERTY HOLDINGS LLC, a Minnesota limited liability company, having its office located at: 14150 Allium Court, Rosemount, MN 55068 ("**Buyer**").

2. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property located at 6245 Brooklyn Boulevard, City of Brooklyn Center, which is legally described on the attached Exhibit A (the "**Property**").

3. **Price and Terms.** The price for the Property is **One Hundred and Fifty Thousand Dollars ($150,000)** which Buyer shall pay by certified check or wire transfer on the Date of Closing (the "**Purchase Price**"). The "**Date of Closing**" shall be 30 days after the Due Diligence Period as hereafter defined or such other earlier or later date as the parties mutually agree. The Purchase Price shall be payable as follows:

   a. Upon execution of this Agreement by both parties, Buyer shall deposit with Buyer's selected title company via cash or wire transfer, $10,000 (the "**Earnest Money**"). At the closing, the Earnest Money and any interest accrued thereon shall be paid to Seller and credited against the Purchase Price. If Buyer fails to close for any reason, other than i) properly terminating this Agreement pursuant to the terms of this Agreement ; or ii) the default of Seller, the Earnest Money and any interest accrued thereon shall be retained by Seller.

   b. The balance of the Purchase Price, plus or minus the prorations and credits provided in this Agreement, shall be paid to Seller in immediately available funds via certified check or wire transfer at the closing.

4. **Contingencies.** Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies (collectively, the "**Buyer Contingencies**") which must be accepted or waived on or before

the expiration of the Due Diligence Period hereafter defined, unless a shorter period is expressly provided herein:

a. Title to the Property shall be acceptable to Buyer, in its sole discretion (the "**Title Contingency**") within the time frames and terms and conditions contained in Section 11.

b. The Property's environmental condition shall be acceptable to Buyer, in its sole discretion. Copies of any environmental assessments obtained by Buyer shall be provided at no cost to Seller for its use ("**Environmental Contingency**"). Notwithstanding the foregoing, Buyer must conduct such review and other matters during the Due Diligence Period and this Environmental Contingency shall expire on the expiration of the Due Diligence Period.

c. Buyer shall have the right during the Due Diligence Period to conduct such soil tests/geotechnical analyses, inspections, reviews, examinations, and assessments (collectively, the "**Physical Reports**") if any, as Buyer deems necessary and such Physical Reports and the testing/review required therefore shall be subject to the terms and conditions contained in Section 5. The results of the same shall be satisfactory to Buyer in its sole discretion (the **"Inspection Contingency"**). Copies of any Physical Reports obtained or commissioned by Buyer with respect to the Property shall be provided at no cost to Seller, but without any representation as to their accuracy or how the same may be used. Notwithstanding the foregoing, to facilitate Buyer's due diligence efforts, Seller agrees to deliver copies of all records whatsoever it has of the Property in its possession, if any, to Buyer within three business days after the Effective Date hereof.

d. Buyer shall have obtained all government approvals necessary for Buyer's intended use of the Property (the "**Government Approval Contingency**"), including the following:

    i. Submitting to Seller a proposed schedule for the undertaking of the development of the Property including dates of commencement and completion of construction activities.

    ii. Prepare, submit applications for, and receive all necessary City approvals related to the development of the Property. This includes making required presentations to the City Council, Seller's Board of Commissioners, and the Planning Commission in connection with seeking approvals for the development of the Property.

e. Buyer shall have negotiated an easement with the adjoining property owner, with terms acceptable to Buyer, for cross-access to and from the Property and Brooklyn Boulevard across such adjoining property (the **"Easement Contingency")**.

Buyer shall satisfy or waive the Environmental Contingency, the Inspection Contingency, the Easement Contingency, and shall satisfy the Government Approval Contingency on or before the expiration of the Due Diligence Period and the Title Contingency in the time prescribed in this Agreement or said Contingencies shall be waived.

On or before that date which is 90 days after the later of the date the Seller has properly re-platted the Property into one lot with such plat approved by the City, and the Effective Date hereof (the **"Due Diligence Period"**), Buyer shall, by giving written notice to Seller, either:

(i) Terminate this Agreement if any one or more of the Buyer Contingencies above have not been satisfied; or

(ii) Waive the Contingencies listed above and proceed to closing.

Notwithstanding the foregoing, Buyer may extend the Due Diligence Period for an additional 30 days and may make two additional 30 day extensions by providing written notice to Seller at least 10 days prior to the expiration of the Due Diligence Period.

If Buyer elects to terminate this Agreement under clause (i) above, then upon Seller's receipt of Buyer's written notice of termination, this Agreement shall be null and void, all Earnest Money shall be returned by Title Company to Buyer, and neither party shall have any further obligation to the other.

If Buyer elects to waive the Buyer Contingencies and the Title Contingency and proceed under clause (ii) above, then the Earnest Money shall become non-refundable to Buyer except in the event of: (a) Seller's default of this Agreement; (b) termination pursuant to this Section; or (c) termination pursuant to Sections 11 and 12 below; and the parties shall proceed to Closing as provided in Section 3.

5. **Access.** On the Effective Date until the expiration of the Due Diligence Period, Seller hereby grants to Buyer and its agents without interference and without payment of any rent or other charge, to enter upon the Property for the purposes of doing preliminary engineering work, conducting field surveys, geotechnical studies, well drilling, soil and ground water sampling, percolation and other tests, and doing other matters as may be necessary or advisable to enable Buyer reasonably to determine whether the Property is suitable for its intended use, and that there have been no spills or leaks of petroleum products or other environmental contamination at the Property (herein collectively called "**Inspection Period**"). Buyer will also have the right during this period to examine any records; reports or other writings relating to condition of the Property and Seller will cooperate with Buyer in obtaining such materials that are in Seller's possession, and providing them to Buyer all however, at Buyer's expense. Buyer shall reasonably repair any damage caused to the Property as a result of Buyer's activities such that the Property is returned to substantially the same condition as it existed prior to Buyer's activities. Buyer agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claim, loss, expense, or lien of any kind whatsoever arising out of or in any way incidental to Buyer's or its employees, contractors, agents, and representatives' presence on the Property. Seller shall reasonably cooperate with Buyer and its due diligence efforts, provided such cooperation is at no expense to Seller.

6. **Deed.** Upon performance by Buyer of its obligations under this Agreement, Seller shall deliver a quit claim deed conveying title to the Property to Buyer, in substantially the form attached as Exhibit B (the "Deed").

7. **Real Estate Taxes and Special Assessments.** The parties agree and understand that the Property is exempt from real estate taxes for taxes payable in the current year. Seller shall pay on Date of Closing all special assessments levied against the Property as of the Date of Closing, including those certified for payment with taxes due and payable in the year of closing. Seller represents that there are no special assessments pending as of the date of this Agreement. If a special assessment becomes pending after the date of this Agreement and before the Date of Closing, Buyer may, at Buyer's option:

   a. Assume payment of the pending special assessment without adjustment to the purchase price of the Property; or

   b. Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or

   c. Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

8. **Closing Costs and Related Items.** Seller shall be responsible for the following costs: (a) the cost of all title evidence, including all search and commitment fees; (b) recording fees and conservation fees for all instruments required to establish marketable title in Seller; (c) Seller's share of prorations; (d) deed transfer taxes and conservation fees required to be paid in connection with the Deed be given by Seller; (e) one-half of all escrow fees and closing fee; and (f) the cost of surveying and platting of the Property, including any application fees. Buyer shall be responsible for the payment of the following costs: (a) recording fees required to be paid in connection with this Agreement and the Deed to be given by Seller; (b) the premium for an owner's policy of title insurance and any endorsements; (c) Buyer's share of prorations, and (d) one-half of all escrow fees and closing fee. Each party shall be responsible for its own consultants' and attorneys' fees and costs.

9. **Sewer and Water.** Seller warrants that city sewer and water are available at the Property line.

10. **Condition of Property.** Seller shall cooperate with Buyer in connection with Buyer's Due Diligence (described above). Such cooperation shall include providing such information and documents as Buyer shall reasonably request including (without limitation) any leases and contracts affecting the Property, any Phase I or Phase II report or other documents that relate to the environmental condition of the Proeprty, other documents affecting title to or use of the Property, any documents related to hazardous substances on the Property or any off-site hazardous substances that may now or in the future affect the Property, any proceedings or notices of violations of applicable law, any insurance policies affecting the Property, any documents or requested information concerning compliance with applicable

law, including building codes or zoning laws, any contracts concerning utilities or other matters related to the Property, information concerning real estate taxes (or similar governmental charges), surveys, any threatened or actual condemnation or eminent domain proceedings, any threatened or actual claims, administrative actions, or lawsuits affecting the Property.

Buyer acknowledges that it has inspected or will have the opportunity to inspect the Property and agrees to accept the Property "AS IS." Seller makes no warranty or representations whatsoever, express or implied, regarding the condition, merchantability, habitability, tenantability, environmental condition, or the fitness for any particular purpose or use, of the Property purchased and sold hereunder. Buyer acknowledges that it is purchasing the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" and Buyer for itself and for its successors and assigns hereby waives, releases, and discharges Seller from any and all claims, demands, liabilities, damages, obligations, fines, penalties, costs, and expenses, including (without limitation) reasonable attorneys' fees and disbursements (collectively, the **"Liabilities"**), and covenants not to sue Seller for any Liabilities caused by, arising out of, or related to the condition of the Property or any matters related to the Property. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall survive Closing indefinitely.

11. **Marketability of Title.** Upon execution of this Agreement by both parties, Seller will obtain a commitment for an owner's title insurance policy from a title company selected by Buyer and will deliver it to Buyer upon receipt. Buyer shall have 15 business days after receipt of the Title Commitment to examine the same and to deliver written objections to title, if any, to Seller. Seller shall have the greater of (i) the number of days remaining until the Date of Closing; or (ii) 30 days to have such objections removed or satisfied.

12. **Title Clearance and Remedies.** If Seller shall fail to have title objections timely removed, Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part; in which event the Earnest Money shall be promptly refunded in exchange for a quit claim deed to the Property from Buyer; or (b) take title to the Property subject to such objections.

13. **Well Disclosure.** Seller represents that there are no wells on the Property.

14. **Individual Sewage Treatment System Disclosure.** Seller certifies that there is no individual sewage treatment system on or serving the Property.

15. **Building Construction.** Buyer agrees that it will construct a new commercial building on the Property, intended for commercial use as a coffee shop (this covenant shall survive the delivery of the deed).

A. The commercial building described in this Section is referred to as the "Minimum Improvements."

B. The Minimum Improvements shall consist of a commercial building with approximately 664 gross square feet and shall be constructed substantially in accordance with the plans on file in Brooklyn Center City Hall. Subject to all approvals of Buyer's plans and permits by the Closing Date, and Unavoidable Delays, construction of the Minimum Improvements must be substantially completed within 365 days from the date of closing. Construction will be considered substantially complete when the final certificate of occupancy has been issued by the City of Brooklyn Center building official.

C. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of Buyer to construct such Minimum Improvements (including the date for completion thereof), Seller will furnish Buyer with a Certificate of Completion for such improvements in a form similar to the form attached as Exhibit C. Such certification by Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of Buyer and its successors and assigns, to construct the Minimum Improvements and the dates for completion thereof.

The certificate provided for in this Section of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, Seller shall, within 30 days after written request by Buyer, provide Buyer with a written statement, indicating in adequate detail in what respects Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of Seller for Buyer to take or perform in order to obtain such certification.

D. The Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

(1) Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of Seller's Board of Commissioners. The term "Transfer" does not include encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Buyer or any successor in interest to the Property, or any part thereof, to construct the Minimum Improvements or component thereof.

(2) If Buyer seeks to effect a Transfer to any person or entity other than an Owner Occupant prior to issuance of the Certificate of Completion, the Seller shall be entitled to require as conditions to such Transfer that:

(i) any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to Seller and in form recordable in the public land records of Hennepin County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of Seller, have expressly assumed all of the obligations of Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by Seller) deprive Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit Seller of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Property that Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by Seller to the contrary, no such transfer or approval by Seller thereof shall be deemed to relieve Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this paragraph (D) shall be in a form reasonably satisfactory to Seller.

(3) If the conditions described in paragraph (2) above are satisfied, then the Transfer will be approved and Buyer shall be released from its obligation under this Agreement, as to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (3) apply to all subsequent transferors.

(4) Upon issuance of the Certificate of Completion, Buyer may Transfer the Property or Buyer's rights and obligations under this Agreement with respect to such Property without the prior written consent of Seller.

E. The Buyer, and its successors and assigns, agree that it (a) will not seek exemption from real estate taxes on the Property under State law; and (b) will not transfer or permit transfer of the Property to any entity whose ownership or operation of the Property would result in the Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City of Brooklyn Center or Seller in accordance with this Agreement). The covenants in this paragraph run with the land, survive both delivery of the Deed and issuance of the Certificate of Completion for the Minimum Improvements, and shall remain in effect for 15 years after the Date of Closing.

16. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer. In the event that subsequent to conveyance of the Property or any part thereof to Buyer and prior to receipt by Buyer of the Certificate of Completion for of the Minimum Improvements, Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 30 days after written demand from Seller to Buyer to do so, then Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in Seller) the estate conveyed by the Deed to Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of Buyer and failure on the part of Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, Seller at its option may declare a termination in favor of Seller of the title, and of all the rights and interests in and to the Property conveyed to Buyer, and that such title and all rights and interests of Buyer, and any assigns or successors in interest to and in the Property, shall revert to Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire, or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state, or local governmental unit (other than Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this Section of this Agreement.

17. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in Seller of title to or possession of the Property or any part thereof as provided in Section 16, Seller shall apply the Purchase Price paid by Buyer under Section 3 of this Agreement as follows:

(a) First, to reimburse Seller for all costs and expenses incurred by Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by Seller from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing Seller by Buyer and its successor or transferee; and

(b) Second, to reimburse Buyer for the balance of the Purchase Price remaining after the reimbursements specified in paragraph (a) above. Such reimbursement shall be paid to Buyer upon delivery of an executed, recordable warranty deed to the Property by Buyer to Seller.

18. Time is of the essence for all provisions of this contract.

19. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown at Section 1 above and, if mailed, are effective as of the date of receipt or first refusal of delivery.

20. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.

21. Specific Performance. This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.

22. No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

23. No Merger of Representations, Warranties. All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

23. **Recording.** This Agreement shall be filed of record with the Hennepin County Recorder. Buyer shall pay all recording costs.

24. **Commissions.** Buyer has retained Anthony A. Strauss of Equity Transwestern, LLC to represent it in this transaction (the "Buyer's Agent"). The Seller shall be responsible for paying three percent of the Purchase Price for the services provided in connection with this transaction. Both Buyer and Seller represent that with the exception of Buyer's Agent, that they have not entered into a contract with any other real estate agent or broker, whereby the agent or broker is entitled to a commission resulting from the transaction contemplated by this Agreement. Each party agrees to indemnify, defend, and hold harmless the other party against any claim made by a real estate broker or agent for a commission or fee based on alleged acts or agreements with the indemnifying party.

25. The Property currently consists of two lots will be platted by Seller into one lot. Seller shall be responsible for making an application to the City of Brooklyn Center (the "City") to plat the Property and any costs associated with the platting of the Property. Buyer's obligation to purchase the Property pursuant to this Agreement shall be contingent upon the approval of the City of the plat.

26. In the event of default or any litigation arising out of or relating to this Agreement or the breach, default, termination, validity or enforcement of this Agreement, any such litigation shall be handled in the County of Hennepin, within the State of Minnesota.

In witness of the foregoing, the parties have executed this agreement on the year and date written above.

SELLER:
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER, MINNESOTA

By: ______________________________
April Graves
Its: President

By: _________________________________
Daren Nyquist
Its: Interim Executive Director

STATE OF MINNESOTA
} ss.
COUNTY OF HENNEPIN

This instrument was acknowledged before me on this ______ day of _____________, 2026, by April Graves and Daren Nyquist, the President and Interim Executive Director, respectively, of the Economic Development Authority of the City of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

(Stamp)

____
Notary Public

BUYER:
PROMISE PROPERTY HOLDINGS LLC

By: ________________________________

Its: ________________________________

STATE OF MINNESOTA)
} ss.
COUNTY OF __________)

The foregoing was acknowledged before me this ______ day of _________ 2026, by ___________________, the ______________________ of Promise Property Holdings LLC, a Minnesota limited liability company, on behalf of the company.

(Stamp)

____
Notary Public

This document drafted by:

Kennedy & Graven, Chartered
(SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
to
PURCHASE AND DEVELOPMENT AGREEMENT

Legal Description of the Property

Parcel 1:

That part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota described as follows: Commencing at a point on the south line 330 feet west of the southeast corner of said Lot 21, Auditor's Subdivision No. 25; thence north at right angles to the south line of said Lot 21 a distance of 257 feet to the point of beginning of the tract of land to be described; thence continuing north to the north line of said Lot 21, a distance of 171.4 feet; more or less; thence east along the north line of said Lot 21, a distance of 137.54 feet to the center of the road known as Highway No. 152; thence southeasterly along said center line 187.8 feet, more or less, to a point distant 257 feet north at right angles from said south line of Lot 21; thence west 215 feet to the point of beginning; except that part which lies northeasterly of the following described line: Beginning at a point on the southwesterly boundary of said Trunk Highway No. 152, distant 20 feet southeasterly of its intersection with the southerly line of 63rd Avenue North; thence run northwesterly to a point on southerly line, distant 20 feet westerly of said intersection; and except that part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota, described as follows: Commencing at a point in the South line of 63rd Avenue North, distant 205.2 feet East of the East line of France Avenue North; thence West along the South line of said 63rd Avenue North a distance of 36.11 feet to an intersection with a line drawn at right angles to the South line of said lot and North from a point in the South line of said lot, distant 330 feet West from the Southeast corner of said lot; thence South along said line so drawn to a point 257 feet North of the South line of said lot; thence at a right angle East 36.11 feet; thence at a right angle North to the point of beginning.

Parcel 2:

Outlot 1, Ewing Lane Addition, Hennepin County, Minnesota.

EXHIBIT B
To
PURCHASE AND DEVELOPMENT AGREEMENT

FORM OF QUIT CLAIM DEED

Deed Tax Due: $______

ECRV ___________________

QUIT CLAIM DEED

THIS INDENTURE, between the Economic Development Authority of the City of Brooklyn Center, Minnesota, a Minnesota public body corporate and politic (the "Grantor") and Promise Property Holdings LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of $**150,000** and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim, and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Hennepin and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

Parcel 1:

That part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota described as follows: Commencing at a point on the south line 330 feet west of the southeast corner of said Lot 21, Auditor's Subdivision No. 25; thence north at right angles to the south line of said Lot 21 a distance of 257 feet to the point of beginning of the tract of land to be described; thence continuing north to the north line of said Lot 21, a distance of 171.4 feet; more or less; thence east along the north line of said Lot 21, a distance of 137.54 feet to the center of the road known as Highway No. 152; thence southeasterly along said center line 187.8 feet, more or less, to a point distant 257 feet north at right angles from said south line of Lot 21; thence west 215 feet to the point of beginning; except that part which lies northeasterly of the following described line: Beginning at a point on the southwesterly boundary of said Trunk Highway No. 152, distant 20 feet southeasterly of its intersection with the southerly line of 63rd Avenue North; thence run northwesterly to a point on southerly line, distant 20 feet westerly of said intersection; and except that part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota, described as follows: Commencing at a point in the South line of 63rd Avenue North, distant 205.2 feet East of the East line of France Avenue North; thence West along the South line of said 63rd Avenue North a distance of 36.11 feet to an intersection with a line drawn at right angles to the South line of said lot and North from a point in the South line of said lot, distant 330 feet West from the Southeast corner of said lot; thence South along said line so drawn to a point 257 feet North of the South line of said lot; thence at a right angle East 36.11 feet; thence at a right angle North to the point of beginning.

Parcel 2:

Outlot 1, Ewing Lane Addition, Hennepin County, Minnesota.

Check here if all or part of property is registered (Torrens) ☐

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions, and provisions of the Purchase and Development Agreement recorded herewith, between the Grantor and Grantee, dated as of ____________, 2026 (the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements thereon (as defined in the Agreement) in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Brooklyn Center, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder of Hennepin County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within 30 days after written request by the Grantee, provide the

Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Sections 14 and 15 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to, the condition subsequent that the Grantee substantially complete construction of the Minimum Improvements within 365 days of the date of this Deed and that the Grantee shall transfer or convey the Property and Minimum Improvements thereon only in accordance with Section 14 (D).

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with Section 14 (E) of the Agreement for a period of 15 years after the date hereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director this ______ day of ____________, 2026.

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: __________________).

GRANTOR

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER, MINNESOTA

By ____________________________________
April Graves
Its: President

By ____________________________________
Daren Nyquist
Its: Interim Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this ______ day of _________ 2026, by April Graves and Daren Nyquist, the President and Interim Executive Director, respectively, of the Economic Development Authority of the City of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

(Stamp)

____
Notary Public

This instrument was drafted by:

Kennedy & Graven, Charted (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

Tax Statements should be sent to:

Promise Property Holdings LLC
14150 Allium Court
Rosemount, MN 55068-5583

EXHIBIT C
TO PURCHASE AND DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF COMPLETION

WHEREAS, the Economic Development Authority of the City of Brooklyn Center, Minnesota, a public body, corporate and politic (the "Grantor"), conveyed land in Hennepin County, Minnesota to Promise Property Holdings LLC, a Minnesota limited liability company (the "Grantee"), by a Deed recorded in the office of the County Recorder in and for the County of Hennepin and State of Minnesota, as Document Number _______________ ;

and

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Sections 15 and 16 of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder in and for the County of Hennepin and State of Minnesota is hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Sections 15 and 16 of the Agreement and the covenants and restrictions set forth in Sections 1 and 2 of said Deed; provided that the covenants set forth in Section 15 (E) of the Agreement, and in Section 3 of the Deed, remain in full force and effect through the period stated thereon.

Dated: ______________, 20___.

ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BROOKLYN CENTER, MINNESOTA

By ________________________________
Its: President

By ________________________________
Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____________, 20__, by ____________________ and ____________________, the President and Executive Director, respectively, of the Economic Development Authority of the City of Brooklyn Center, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the public body corporate and politic.

____
Notary Public

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (SJS)
Fifth Street Towers, Suite 700
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

Commissioner ________________________ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. 2026-______

RESOLUTION APPROVING PURCHASE AND DEVELOPMENT AGREEMENT AND CONVEYANCE OF CERTAIN PROPERTY LOCATED AT 6245 BROOKLYN BOULEVARD, BROOKLYN CENTER, MN

BE IT RESOLVED by the Board of Commissioners ("Board") of the Economic Development Authority of the City of Brooklyn Center, Minnesota ("Authority") as follows:

Section 1. Recitals.

1.01. The Authority is authorized pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the "EDA Act"), to acquire and convey real property and to undertake certain activities to facilitate the development of real property by private enterprise.

1.02. To facilitate development of certain property in the City of Brooklyn Center, Minnesota (the "City"), the Authority proposes to enter into a Purchase and Development Agreement (the "Contract") between the Authority and Promise Property Holdings LLC ("Buyer"), under which, among other things, the Authority will convey the property located in the City at: 6245 Brooklyn Boulevard and legally described as:

Parcel 1:

That part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota described as follows: Commencing at a point on the south line 330 feet west of the southeast corner of said Lot 21, Auditor's Subdivision No. 25; thence north at right angles to the south line of said Lot 21 a distance of 257 feet to the point of beginning of the tract of land to be described; thence continuing north to the north line of said Lot 21, a distance of 171.4 feet; more or less; thence east along the north line of said Lot 21, a distance of 137.54 feet to the center of the road known as Highway No. 152; thence southeasterly along said center line 187.8 feet, more or less, to a point distant 257 feet north at right angles from said south line of Lot 21; thence west 215 feet to the point of beginning; except that part which lies northeasterly of the following described line: Beginning at a point on the southwesterly boundary of said Trunk Highway No. 152, distant 20 feet southeasterly of its intersection with the southerly line of 63rd Avenue North; thence run northwesterly to a point on southerly line, distant 20 feet westerly of said intersection; and except that part of Lot 21, Auditor's Subdivision No. 25, Hennepin County, Minnesota, described as follows: Commencing at a point in the South line of 63rd Avenue North, distant 205.2 feet East of the East line of France Avenue North; thence West along the South line of said 63rd Avenue North a distance of 36.11 feet to an intersection with a line drawn at right angles to the South line of said lot and North from a point in the South line of said lot, distant 330 feet

West from the Southeast corner of said lot; thence South along said line so drawn to a point 257 feet North of the South line of said lot; thence at a right angle East 36.11 feet; thence at a right angle North to the point of beginning.

Parcel 2:

Outlot 1, Ewing Lane Addition, Hennepin County, Minnesota.

("Property") to Buyer to construct and operate a coffee shop on the Property.

1.03. The Authority has on this date conducted a duly noticed public hearing regarding the sale of the Property to Buyer, at which all interested persons were given an opportunity to be heard.

1.04. The Authority finds and determines that conveyance of the Property to Buyer is in the public interest and will further the objectives of its general plan of economic development, because it will provide an opportunity for a new business within the City.

Section 2. Authority Approval; Further Proceedings.

2.01. The Board hereby approves the Contract in substantially the form presented to the Board, including conveyance of the Property to Buyer, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Contract by those officials shall be conclusive evidence of their approval.

2.02. Authority staff and officials are authorized to take all actions necessary to perform the Authority's obligations under the Contract as a whole, including without limitation execution of any documents to which the Authority is a party referenced in or attached to the Contract, and any deed or other documents necessary to convey the Property to Buyer, all as described in the Contract.

Date	President

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Purchase and Development Agreement: Scooter’s Coffee (6245 Brooklyn Boulevard)

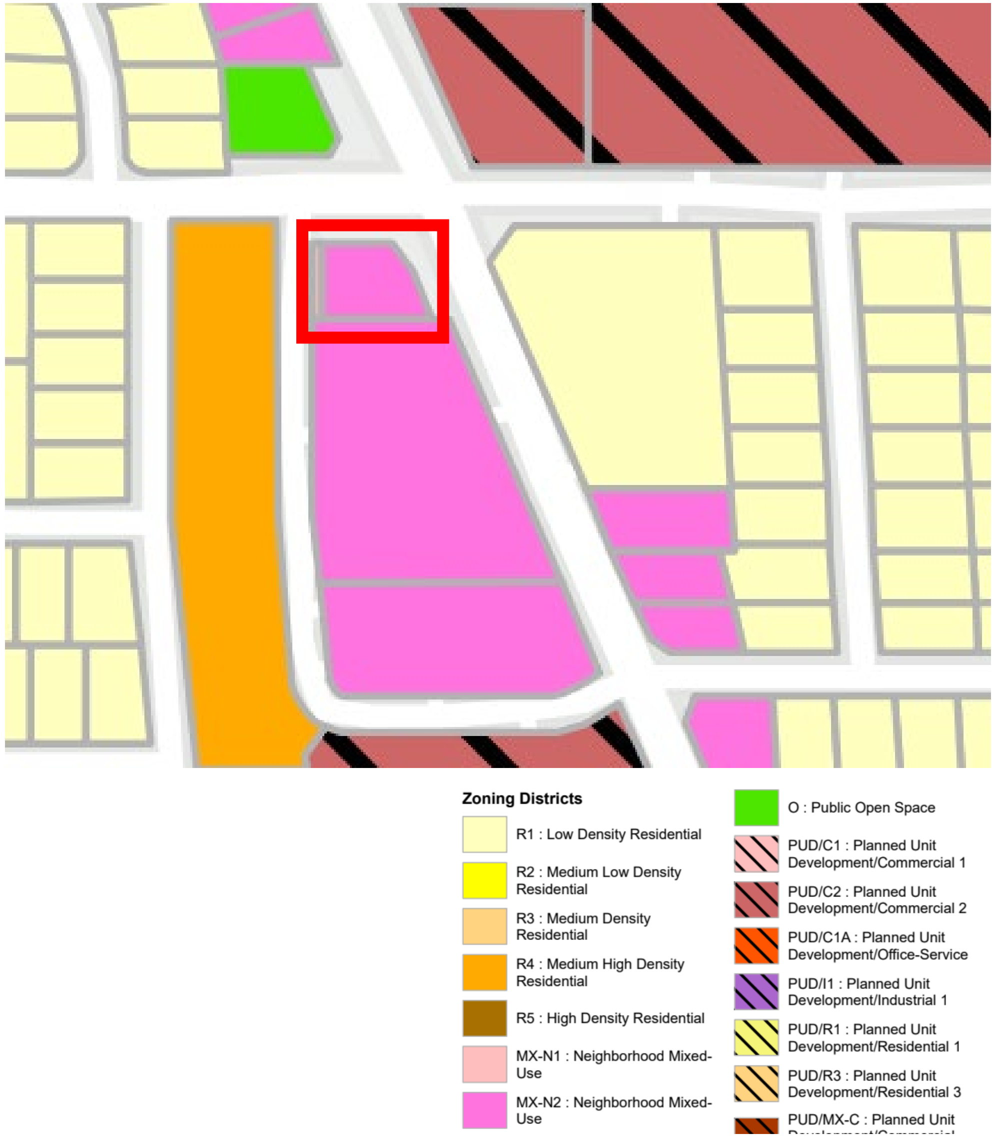
Public Hearing

EDA Meeting — June 22, 2026

Ginny McIntosh, Interim Deputy Community Development Director and Planning Manager

6245 Brooklyn Boulevard

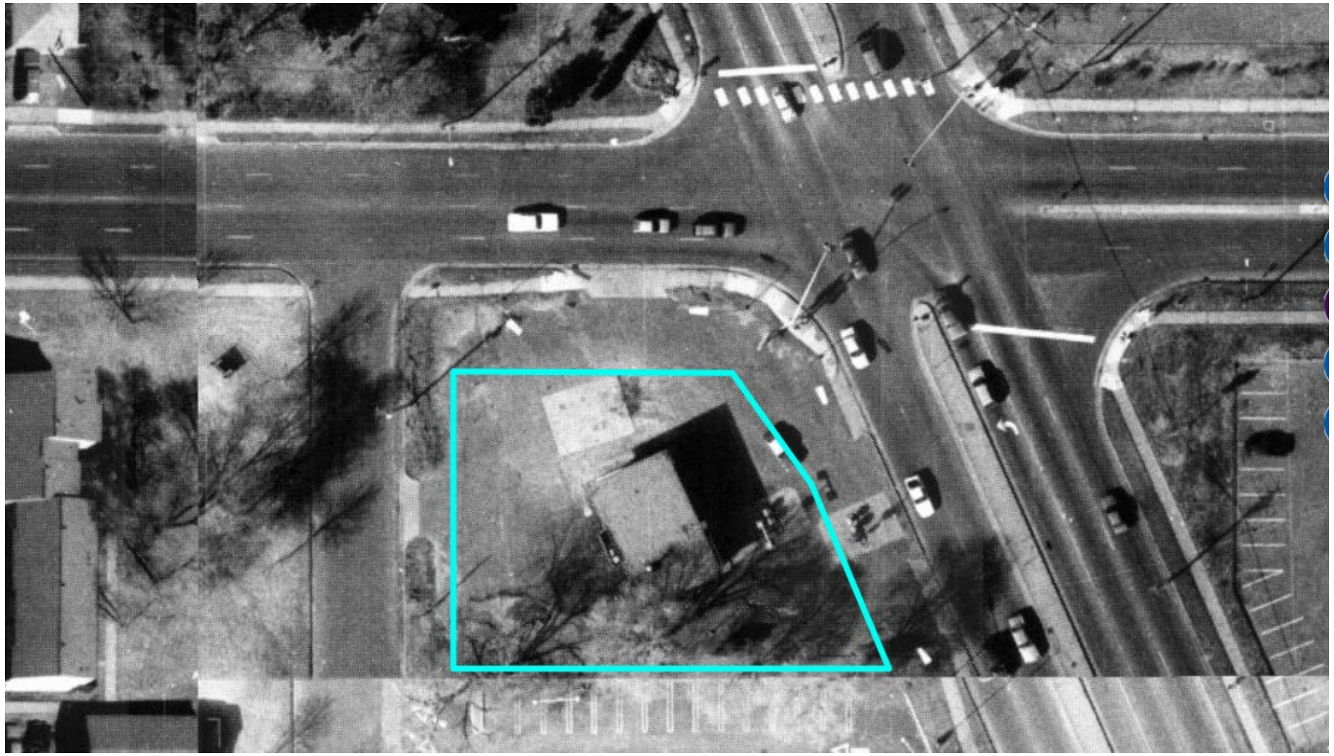
- **Acres:** 0.36 (14,705 SF)
- **Zoning:** Neighborhood Mixed-Use (MX-N2)
- **2040 Comprehensive Plan:** Neighborhood Mixed-Use (N-MU)
- **Current Use:** Vacant
- **Former Use:** Automotive (Brooklyn Center Service/Mobil)
- **Neighboring Land Uses:**
  - Commercial (Strip Mall), Multi-Family Residential (Ewing Square Townhouses), Government (West Fire Station)



Background

- At the April 27, 2026 EDA meeting, City staff presented a concept for a proposed Scooter's Coffee location on the two City EDA-owned sites collectively addressed as 6245 Brooklyn Boulevard.
- The proposal was generally well received and the EDA Commissioners expressed support for entering into a Purchase and Development Agreement.
- A public hearing notice was submitted to the Brooklyn Center *Sun Post* and published on May 28, 2026.
- The hearing was noticed for a special EDA meeting on June 8, 2026; however, additional time was required due to team member travel and the hearing was continued to the June 22, 2026 EDA meeting.

2025 Imagery



1994 Imagery




6245 Brooklyn Boulevard — Additional Info

- Great visibility with three frontages and situated at a signalized intersection (Brooklyn Boulevard and 63rd Avenue North)
- Drive-thru eating establishments are a conditional use in the MX-N2 District
- EDA purchased two properties for $280,000 in 2013
  - Purchased as vacant property
  - Former automotive use (Brooklyn Center Service/Mobil) — underground tanks removed and cleanup completed in 1991. MPCA letter on file indicated adequate cleanup of petroleum release.
  - Property was acquired by former owner in 1993 for the same price
  - Acquisition facilitated installation of new right-turn lane on 63rd Avenue North, new sidewalk, new trail, and a new bus stop (63rd)

Additional Info | PDA Offer Details

- Median land value of neighboring properties: Between $8-10/SF ($108,288 - $135,360)
- CoStar recent sales data reviewed for comparables
- Hennepin County Assessor’s Office 2025/PY2026 Valuation: $133,000
- **Offer Amount:** $150,000 for approximately 0.36 acres
  - Approximately $10.20 per square foot
- $10,000 deposited as Earnest Money upon execution of contract
- 90 days due diligence to study the site, with two optional 30-day extensions
- PDA contains reverter clause that allows Seller (City EDA) to re-enter and take possession of Subject Property under certain conditions

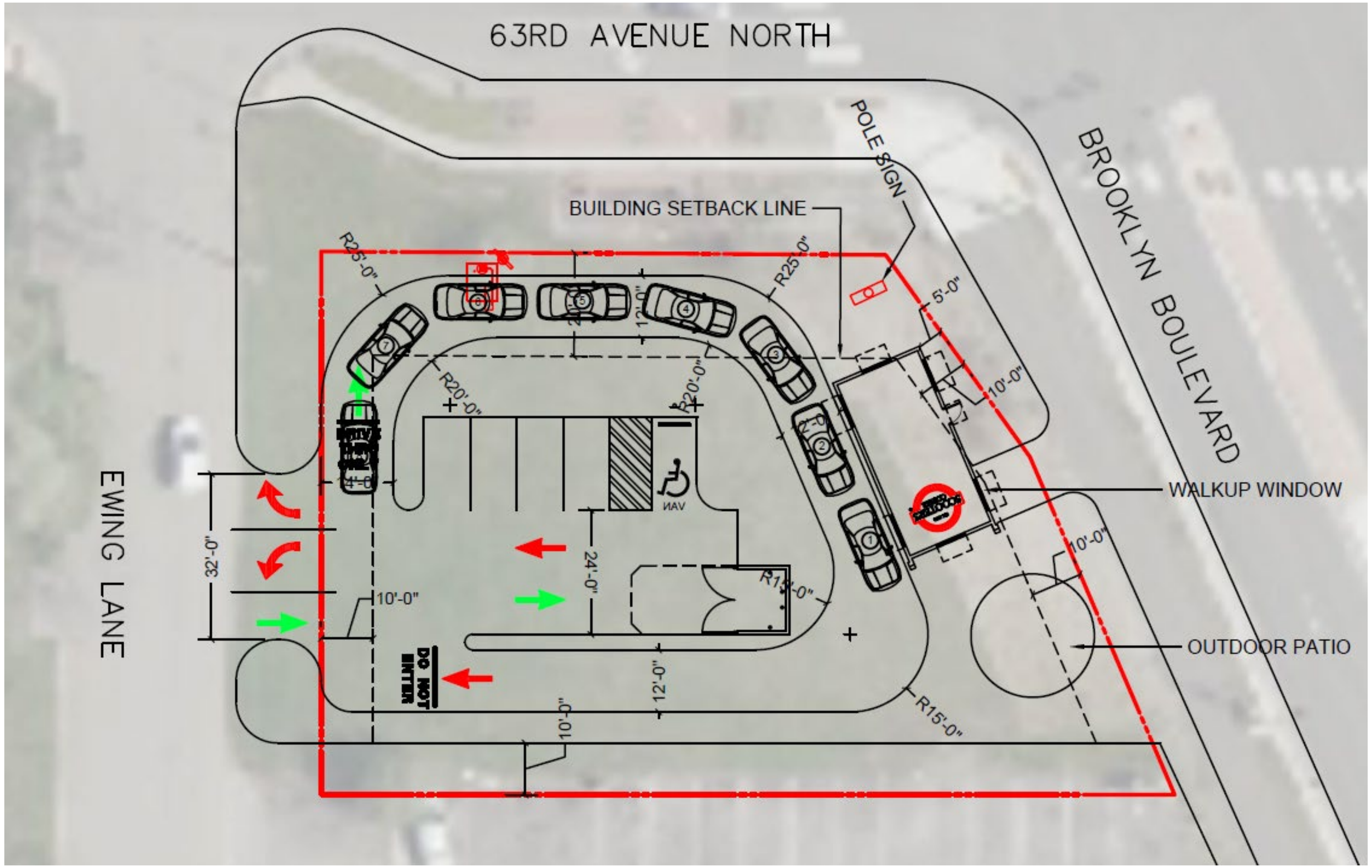
Additional Info | PDA Offer Details

- Subject Property is being sold "as is" for an approximately 664-square foot commercial coffee shop ("*Minimum Improvement*")
- Buyer (Promise Holdings LLC) shall obtain all necessary Government Approvals (e.g. Planning Commission application submittal and approval) prior to closing
- Buyer requests ability to negotiate easement with adjacent property for cross-access, if needed, and as a condition of sale
- Buyer is requesting Seller (City EDA) pay for re-plat of Subject Property
    - City staff and City Attorney believe this can be handled through the City's minor subdivision administrative process with City staff

BROOKLYN CENTER AT THE CENTER

Concept

- City staff worked with broker on numerous fit plans.
- Scooter's Coffee location would operate similar to a Caribou Cabin or Starbucks drive-thru, with no seating for customers inside the building
  - Walk-up window with outdoor patio
  - Drive thru with vehicle stacking
  - Private curb cut access off Ewing Avenue North



Concept Plan Only — subject to revision.

Example Exteriors with Walk-ups and Patios

EDA Recommended Action

Motion to:

- *Open the public hearing;*
- *Take public input; and*
- *Close the public hearing*

Motion to adopt a resolution approving a Purchase and Development Agreement between the City of Brooklyn Center Economic Development Authority and Promise Property Holdings LLC for the conveyance of certain property commonly addressed as 6245 Brooklyn Boulevard.

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM: Ian Alexander, Economic Development Manager, Amy Loegering, Economic Development Coordinator
THROUGH: Jason Aarsvold, Ehlers
BY: Amy Loegering, Economic Development Coordinator
SUBJECT: Amended and Restated Purchase and Development Agreement (Jambo Africa)

Requested Council Action:
- Motion to approve a resolution for an amended and restated Purchase and Development Agreement between the Economic Development Authority of Brooklyn Center and AWC Holdings (Jambo Africa).

Background:

The Economic Development Authority of Brooklyn Center (EDA) currently owns the parcel of land located at 6500 Camden Avenue North (the “Property”). AWC Holdings, LLC seeks to acquire the Property for construction of a restaurant, bar, and event center. AWC Holdings LLC came before the EDA on September 9, 2024, with a concept plan for review. The concept was for an approximately 5,700 square foot restaurant/bar (nightclub) with an approximately 1,200 square foot outdoor patio (“Minimum Improvements”), doing business as Jambo Africa. The EDA and AWC Holdings LLC subsequently negotiated to enter into a Purchase and Development Agreement for the Subject Property, which was approved by the EDA Board on November 25, 2024. Any Development relating to the Purchase and Development Agreement would be subject to the standard Planning Commission and City Council review. Staff have attached for reference the memorandum from the November 25, 2024, EDA meeting and underlying Purchase and Development Agreement.

The Amended and Restated Purchase and Development Agreement incorporates the following changes:

- The agreement includes a new Section 4.5, Reimbursement of Façade Improvements. This section provides a rebate of the purchase price, not to exceed $250,000, for façade upgrades of greater than 50% of Class I materials on any or all of Eligible Facades;
- AWC Holdings LLC requests additional time to satisfy conditions of conveyance, close on the conveyance of the Development Property, commence construction of the Minimum Improvements, and substantially complete construction of the Minimum Improvements;
- AWC Holdings LLC requests that the EDA cooperate, if necessary, should AWC Holdings LLC desire to enter into a 1031 Real Estate Exchange pursuant to

Section 1031 of the Internal Revenue Code of 1986, as amended, at no expense to the EDA or City; and

- The EDA incorporates exterior façade standards for the Minimum Improvements.

All other terms remain unchanged from the original Purchase and Development Agreement between the parties.

Next Steps:

If the EDA board approves the Amended and Restated Purchase and Development Agreement, staff will coordinate with the City attorney and AWC Holdings LLC for execution of the Agreement.

At this time, AWC Holdings LLC (Jambo Africa) has submitted an application for consideration at the July 9 Planning Commission meeting and July 27 City Council meeting.

Budget Issues:

The Subject Property located at 6500 Camden Avenue North was purchased by the City of Brooklyn Center Economic Development Authority in the amount of $685,000 and was identified as an eligible TIF 3 Pooled Expenditure.

The City's Tax Increment Financing Plan identifies the following objectives in establishing the District:

1. To enhance the tax base of the City;
2. To provide maximum opportunity, consistent with the needs of the City for development by private enterprise;
3. To better utilize vacant or underdeveloped land;
4. To attract new businesses;
5. To acquire blighted or deteriorated residential property for rehabilitation or clearance and redevelopment; and
6. To develop housing opportunities for market segments underserved by the City, including housing for the disabled and elderly.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. EDA Resolution — Approving Amended and Restated Purchase and Development Agreement with AWC Holdings (Jambo Africa)
2. Amended and Restated Purchase and Development Agreement (Economic Development Authority of Brooklyn Center and AWC Holdings LLC)
3. November 25, 2024 EDA Memo — Purchase and Development Agreement for Jambo Africa (AWC Holdings LLC)
4. PowerPoint Presentation — Amended Purchase and Development Agreement (Jambo Africa / AWC Holdings LLC)

Commissioner ______________________ introduced the following resolution and moved its adoption:

EDA RESOLUTION NO. ____________

APPROVING AN AMENDED AND RESTATED PURCHASE AND DEVELOPMENT CONTRACT WITH AWC HOLDINGS LLC, (JAMBO AFRICA PROJECT)

WHEREAS, on September 9, 2024, the Economic Development Authority of Brooklyn Center, Minnesota, a public body corporate and politic (the "EDA") reviewed a proposal from AWC Holdings LLC (the "Developer") for the construction and equipping of an approximately 5,720 square foot restaurant, bar and event facility with an outdoor patio (the "Minimum Improvements") to be located at 6500 Camden Avenue North in the City of Brooklyn Center on property legally described as Lot 2, Block 1, Topgolf Addition (the "Development Property"); and

WHEREAS, on November 25, 2025, upon duly noticed public hearing regarding the sale of the Development Property, the EDA authorized a Purchase and Development Contract for the Development Property, and reduced the purchase price for the Development Property by approximately $500,000 as and for a business subsidy, within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended, (the "Business Subsidy Act"), and the Contract constitutes a "business subsidy agreement" as required under the Business Subsidy Act; and

WHEREAS, AWC Holdings LLC, the developer of record for the Development Property requires additional time to:

- Satisfy conditions of conveyance;
- Close on the conveyance of the Development Property;
- Commence construction of the Minimum Improvements; and
- Complete construction of the Minimum Improvements

and,

WHEREAS, AWC Holdings LLC requests that the EDA cooperate, if necessary, should AWC Holdings LLC desire to enter into a 1031 Real Estate Exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, at no expense to the EDA or City; and

WHEREAS, the EDA desires to incorporate exterior façade standards for the Minimum Improvements; and

WEHREAS, AWC Holdings, LLC and EDA desire to enter into an Amended and Restated Purchase and Development Contract in substantially the form of the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Commissioners (the "Board") of the Economic Development Authority of Brooklyn Center, Minnesota as follows:

1. The EDA hereby approves the Amended and Restated Purchase and Development Contract in substantially the form presented to the Board, together with any related documents necessary in connection therewith, including without limitation any deed and all other documents or certifications referenced in or attached to the Contract (collectively, the "Development Documents") and hereby authorizes the President and Executive Director to execute the Development Documents on behalf of the EDA, and to carry out, on behalf of the EDA, the EDA's obligations thereunder when all conditions precedent thereto have been satisfied.

2. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the EDA and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the EDA. The execution of any instrument by the appropriate officers of the EDA herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the authorized officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Board by any duly designated acting official, or by such other officer or officers of the Board as, in the opinion of legal counsel to the EDA, may act in their behalf.

__________________________ __________________________________

Date President

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner

and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

BR291-433-990040.v1

EXHIBIT A
AMENDED AND RESTATED PURCHASE AND DEVELOPMENT AGREEMENT

AMENDED AND RESTATED PURCHASE AND DEVELOPMENT CONTRACT

By and Between

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

and

AWC HOLDINGS LLC

Dated as of: June ___, 2026

This document was drafted by:
Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402-4018
Telephone: (612) 334-5000

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AMENDED AND RESTATED PURCHASE AND DEVELOPMENT CONTRACT

THIS AGREEMENT, made on or as of the ___ day of June, 2026, by and between ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a public body corporate and politic (the "EDA"), established pursuant to Minnesota Statutes, Sections 469.090 through 469.1081 and Sections 469.001 through 469.047, both inclusive and as amended (collectively, the "Act") and AWC HOLDINGS LLC, a Minnesota limited liability company ("Developer") amends and restates, in its entirety, that certain Purchase and Development Contract dated as of July 21, 2025, between the EDA and the Developer (the "Original Agreement"); and

WITNESSETH:

WHEREAS, the EDA was created pursuant to the Act and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Brooklyn Center, Minnesota (the "City"); and

WHEREAS, the EDA and City have undertaken a program to promote economic development, promote the development and redevelopment of land which is underutilized within the City, and in this connection created its Housing Development and Redevelopment Project No. 1 (the "Project Area") and has adopted a Redevelopment Plan (the "Redevelopment Plan") for the Project Area which sets forth development objectives for the Project Area; and

WHEREAS, pursuant to the Act, the EDA is authorized to acquire and convey real property, or interests therein, and to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the EDA intends to convey title to certain property located in the Project Area and described in **Exhibit A** (the "Development Property") to Developer for the construction and equipping of an approximately 5,720 square foot restaurant, bar and event facility with an outdoor patio (the "Minimum Improvements"); and

WHEREAS, the EDA believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City, and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Minimum Improvements have been undertaken and is being stimulated; and

WHEREAS, the EDA believes the Minimum Improvements are consistent with the goals of increasing the tax base in the City and utilizing an underdeveloped and difficult to develop parcel of land; and

WHEREAS, the Developer and the EDA previously executed the Original Agreement which set forth the terms and conditions under which the EDA agreed to convey the property to support the project described therein;

WHEREAS, since the execution of the Original Agreement, the parties have engaged in ongoing planning, coordination, and evaluation of the project, and the Developer has requested to make certain modifications and clarifications to the Original Agreement, in accordance with this amended and restated Agreement, to reflect current circumstances and responsibilities; and

WHEREAS, the requirements of the Business Subsidy Act, Minnesota Statutes, Section 116J.993 through 116J.995 (the "Business Subsidy Act"), apply to this Agreement because the Developer is purchasing the Development Property at a discount below fair market value; however, after holding a public hearing on November 25, 2024, the EDA determined that creation and retention of jobs is not a goal of the subsidy for the development of the Property and consequently the EDA has set the wage and job goals (the "Goals") hereunder at zero; and

WHEREAS, the EDA has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act after a public hearing for which notice was published in accordance with the Business Subsidy Act; and

WHEREAS, in connection with the assistance provided under this Agreement, this agreement constitutes a subsidy agreement under the Business Subsidy Act; and

WHEREAS, by resolution adopted after a duly noticed public hearing on November 25, 2024, the EDA authorized conveyance of the Development Property to the Developer pursuant to this Agreement for the Minimum Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means, collectively, the Minnesota Statutes, Sections 469.090 through 469.1081 and Sections 469.001 through 469.047, both inclusive and as amended.

"Agreement" means this Amended and Restated Purchase and Development Contract, as the same may be from time to time modified, amended, or supplemented.

"Benefit Date" means the date on which a certificate of occupancy for the Minimum Improvements is issued by the City.

"Business Subsidy Act" means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification substantially in the form attached hereto as **Exhibit C**, provided to Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

"City" means the City of Brooklyn Center, Minnesota.

"Closing" has the meaning provided in Section 3.3(b).

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) basement plans (if any); (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the EDA may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Hennepin, Minnesota.

"Deed" means the Quit Claim Deed in the form attached hereto as **Exhibit B**, to be executed by the EDA conveying the Development Property to the Developer.

"Developer" means AWC Holdings LLC, or its permitted successors and assigns.

"Development Property" means the real property described in **Exhibit A** attached hereto, located at 6500 Camden Avenue North in the City.

"EDA" means the Economic Development Authority of Brooklyn Center, Minnesota, or any successor or assign.

"EDA Representative" means the Executive Director of the EDA, or any person designated by the Executive Director to act as the EDA Representative for the purposes of this Agreement.

"Event of Default" means an action by Developer listed in Article VIII of this Agreement.

"Holder" means the owner of a Mortgage.

"Minimum Improvements" means the construction, in accordance with the approved Construction Plans, and equipping of an approximately 5,720 square foot restaurant, bar and event facility with an outdoor patio.

"Mortgage" means any mortgage made by Developer which is secured, in whole or in part, with the Development Property, and any modification, supplement, extension, renewal or amendment thereof.

"Original Agreement" means that certain Purchase and Development Contract dated as of July 21, 2025, between the EDA and the Developer, all as amended, restated and superseded by this Agreement.

"State" means the State of Minnesota.

"Termination Date" means the date 5 years after the date the City issues a certificate of occupancy for the Minimum Improvements or such earlier date as this Agreement is terminated in accordance with its terms.

"Unavoidable Delays" means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts, (vii) approved changes to the Construction Plans that result in delays (viii) delays caused by the discovery of any adverse environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which proximately results in delays.

ARTICLE II
Representations and Warranties

Section 2.1. Representations by the EDA. The EDA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The EDA is an economic development authority duly organized and existing under the laws of the State. Under the provisions of the Act, the EDA has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the EDA are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create increased tax base in the City, and to stimulate further development of the City as a whole.

(c) The EDA does not know of any wells or individual sewage treatment systems on or serving the Real Property described herein.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a Minnesota limited liability company duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of organization, operating agreement or bylaws or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) If Developer acquires the Development Property in accordance with this Agreement, Developer will construct, operate and maintain the Minimum Improvements, or cause the same to be constructed, operated and maintained, in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, development district, building code and public health laws and regulations).

(c) Developer has received no written notice or communication from any local, state or federal official that the proposed activities of Developer on the Development Property would be in violation of any environmental law or regulation (other than those notices or communications of which the EDA is aware). Developer has no actual knowledge of any facts the existence of which would cause the Development Property, as acquired and proposed to be used by the Developer, to be in violation of any local, state or federal environmental law, regulation or review procedure.

(d) Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all local, state or federal laws and regulations, including but not limited to those related to energy-conservation.

(e) Developer will timely apply for and diligently pursue all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) To the best of Developer's knowledge and belief, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

ARTICLE III
Conveyance of Property

Section 3.1. Status of the Property. As of the date of this Agreement, the EDA owns the Development Property and, in accordance with the terms thereof, will convey title to and possession of the Development Property to Developer at Closing, subject to all the terms and conditions of this Agreement. Within ten (10) business days of the Effective Date, the EDA will provide to Developer all documents in the EDA's current possession or reasonable control, relevant to the Development Property, including, without limitation, those set forth on **Exhibit D**, attached hereto and incorporated herein ("Due Diligence Documents"). The EDA will notify the Developer when such documents have been provided.

The EDA will allow Developer, and Developer's agents, access to the Development Property without charge and at reasonable times, with prior notice to the EDA, for the purpose of Developer's inspection and testing of the Development Property, including, without limitation, engineering studies, wetland delineation, market analysis, financial feasibility analysis including the availability of financing, and environmental assessments of the Development Property ("Tests"). Developer will pay all costs and expenses of such Tests and will hold the EDA and the Development Property harmless from all costs and liabilities relating to Developer's activities, except those costs and liabilities arising out of any existing conditions, including, without limitation, any existing environmental conditions or contamination. Developer will further repair and restore any damage to the Development Property caused by Developer's testing and return the Development Property to substantially the same condition as existed prior to Developer's entry. The EDA will fully cooperate with Developer to enable Developer to satisfy the Developer's conditions set forth herein. The EDA shall provide Developer with all information and documents pertaining to the Development Property in the EDA's possession or control to assist in the conduct of Developer's due diligence, including without limitation any Due Diligence Documents.

Section 3.2. Purchase Price. The purchase price to be paid to the EDA by Developer in exchange for the conveyance of the Development Property shall be $500,000, which amount shall be payable at Closing (as defined in Section 3.3(b) hereof) (the "Purchase Price").

Section 3.3. Conditions of Conveyance. (a) Subject to satisfaction of the conditions set forth herein, the EDA shall convey fee simple title to and possession of the Development Property to the Developer at Closing by quit claim deed substantially in the form set forth on **Exhibit B** to this Agreement. The EDA's obligation to convey the Development Property to the Developer, and Developer's obligation to purchase the Development Property, is subject to satisfaction of the following conditions:

(1) The Developer shall have obtained and closed on, and provided evidence reasonably satisfactory to the EDA of, financing in an amount sufficient, together with the Developer's equity investment in the Development Property and the Minimum Improvements, to pay all costs of the acquisition of the Development Property and the construction and equipping of the Minimum Improvements as set forth in the Sworn Construction Cost Statement submitted in accordance with Section 4.2 hereof;

(2) There shall be no uncured Event of Default under this Agreement;

(3) The Developer, in its sole discretion, shall have reviewed and approved (or waived objections to) title to the Development Property as set forth in Section 3.5 hereof;

(4) The Developer, in its sole discretion, shall have reviewed and approved (or waived objections to) all of its investigations and Tests of the Development Property undertaken pursuant to Section 3.1, including without limitation, the environmental condition of the Development Property;

(5) The Developer shall have obtained the EDA's approval of the Construction Plans as provided in Section 4.2 hereof and engaged a project manager or general contractor with knowledge and experience working with local governments on commercial development projects similar to the Minimum Improvements; and

(6) The Developer shall have received all necessary rezoning, variances, conditional use permits and other permits, site plan and other approvals needed to permit the construction and shall have satisfied the conditions to obtain a building permit for the construction of the Minimum Improvements.

Condition (2) is solely for the benefit of the EDA, and may be waived by the EDA. Conditions (3) and (4) are solely for the benefit of the Developer, and may be waived by the Developer. Conditions (1) and (5) is for the benefit of both the EDA and the Developer and may only be waived by both parties. Condition (6) is for the benefit of both the EDA and the Developer and may not be waived by either party. In the event any of the conditions set forth herein are not satisfied on or before September 1, 2026, then any party benefitted by such unsatisfied condition may terminate this Agreement by delivered written notice of such termination to the other party at any time prior to Closing (as defined below), and upon delivery of such written notice, this Agreement shall terminate and be of no further force or effect, except with respect to the terms hereof that are explicitly stated to survive termination.

(b) The closing on conveyance of the Development Property from the EDA to the Developer shall occur on or after the date of satisfaction of the conditions specified in this Section, but not later than, October 1, 2026, or at such other date as the parties hereto agree in writing ("Closing").

Section 3.4. Place of Document Execution, Delivery and Recording. (a) Unless otherwise mutually agreed by the EDA and Developer, the execution and delivery of the Deed, all related documents and the payment of the Purchase Price shall be made at the offices of the EDA or such other location to which the parties may agree.

(b) The Deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property.

(c) At closing, Developer shall pay: all recording costs in connection with the conveyance of the Development Property (except the EDA and Developer shall each pay one-half (1/2) of the state deed tax); costs of recording any instruments used to clear title encumbrances;

title insurance commitment fees and premiums, if any; and one-half (1/2) of title company closing fees, if any. The EDA shall pay any special assessments outstanding as of the date of this Agreement, one-half (1/2) of the state deed tax due in connection with the conveyance of the Development Property, and one-half (1/2) of the title company closing fees, if any. The parties agree and understand that the Development Property is exempt from property taxes for taxes payable in 2026, and the Developer shall pay all applicable property taxes with respect to the Development Property when due.

Section 3.5. Title. (a) Within 30 days after the date of this Agreement, the Developer shall obtain a commitment for the issuance of a policy of title insurance for the Development Property. The Developer shall have 20 days from the date of its receipt of such commitment and a current survey of the Development Property to review the state of title (including survey matters) to the Development Property and to provide the EDA with a list of written objections to such title (including survey matters). Objections not made within such time will be deemed waived. The Developer shall have 60 days from the date of such objection to effect a cure; provided, however, that the Developer shall have no obligation to cure any objections, and may inform the EDA of such. In the event that the Developer has failed to obtain a cure of such objections within 60 days after the date such objections are delivered to the EDA, the Developer may (i) by the giving of written notice to the EDA terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for any obligations hereunder that are explicitly stated to survive termination, or (ii) waive any title objections and proceed to Closing. The EDA shall have no obligation to take any action to clear defects in the title to the Development Property.

(b) The EDA shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the Deed is delivered to the Developer. The EDA expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing.

(c) The Developer shall take no actions to encumber title to the Development Property between the date of this Agreement and the time the Deed is delivered to the Developer without the prior written consent of the EDA, which consent may be withheld in the EDA's sole discretion. The Developer expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Development Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Developer is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of Developer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

Section 3.6. "As Is" Conveyance of Development Property.

(a) The Developer shall take the conveyance of the Development Property from the EDA on an "AS IS", "WHERE IS" basis, subject to all restrictions, covenants, conditions and encumbrances of record, with all faults and defects, without any warranties, express or implied, except such representations and warranties as specifically set forth in this Agreement.

(b) The EDA's makes no representations concerning hazardous wastes or pollutants on the Development Property nor shall have any responsibility or obligation to undertake any cleanup or remediation on the Development Property. The Developer further agrees that it will indemnify, defend, and hold harmless the EDA, the City, and their governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Development Property from and after the date of Closing to the extent such hazardous wastes and pollutants were not caused by the City or the EDA. Nothing in this section will be construed to limit or affect any limitations on liability of the City or the EDA under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.02.

Section 3.7. Payment of EDA Costs. The Developer is not responsible for any of the EDA's costs incurred in connection with the preparation, negotiation, or execution of this Agreement or, except as provided in Section 3.4, the Closing. The Developer agrees that it will, however, pay, within 15 days after written notice from the EDA, the reasonable costs of consultants and attorneys retained by the EDA in connection with the negotiation and preparation of any amendments to this Agreement and other incidental agreements and documents related to the development of the Development Property, after the execution thereof, requested or necessitated by the Developer (the "Administrative Costs"). The EDA will provide written reports describing the Administrative Costs accrued under this Section upon request from the Developer, but not more often than intervals of 45 days. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this section for Administrative Costs incurred through the effective date of termination.

Section 3.8 Business Subsidy

(a) In order to satisfy the provisions of the Business Subsidy Act, the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is the amount of the write-down of the Purchase Price of the land, which is approximately $500,000, and that the Business Subsidy is needed because the construction of the Minimum Improvements is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to increase the tax base in the City and utilize an underdeveloped and difficult to develop parcel of land. After holding a public hearing on November 25, 2024, the City and the EDA have determined that creation and retention of jobs is not a goal of the Minimum Improvements and consequently set the wage and job goals (the "Goals") hereunder at zero.

(b) Because the Goals are set at zero, the Developer is not subject to the prepayment provisions of the Business Subsidy Law.

(c) To the extent required by the Minnesota Department of Employment and Economic Development, within 30 days of a request from the EDA, the Developer agrees to (i) report its progress on achieving the Goals to the EDA until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the EDA; provided, however, that such reporting obligations will not affect the terms of this Agreement which set the Goals at zero or effect any obligation for Developer to meet any greater Goals than those contemplated herein.

(d) The Developer shall continue operations of Minimum Improvements as a restaurant, bar and event facility in the City for at least five years after the Benefit Date.

(e) Other than the land write-down provided by the EDA under this Agreement, there are no other state or local government agencies providing financial assistance for the Minimum Improvements.

(f) There is no parent entity of the Developer.

Section 3.9 1031 Exchange. The EDA acknowledges that the Developer may wish to use this transaction as part of a like-kind exchange of real property (an "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Developer is expressly entitled to assign its rights to purchase the Development Property hereunder to a Qualified Intermediary, as provided in the Code and the Treasury Regulations promulgated thereunder, on or before Closing, provided, that the Developer shall remain liable for all of its obligations under this Agreement, including those that survive the Closing. The EDA agrees to cooperate with the Developer in such reasonable manner as may be necessary in connection with any such Exchange, provided that an Exchange (and any cooperation in connection therewith) shall be at no cost or obligation to the EDA. The provisions of this Section shall survive the Closing.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. Subject to all other terms and conditions of this Agreement, Developer agrees that it will construct, or cause to be constructed, the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be operated, maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Prior to Closing and the commencement of construction of the Minimum Improvements, the Developer will deliver to the EDA the Construction Plans and a sworn construction cost statement certified by the Developer and the Developer's general contractor that will construct the Minimum Improvements (the "Sworn Construction Cost Statement") all in form and substance reasonably acceptable to the EDA. The Construction Plans for the Minimum Improvements shall be consistent with this Agreement, and all applicable State and local laws and regulations and the Site Plan and Design Drawings previously submitted to the EDA and shall provide for design, quality, materials and building finishes of the finished Minimum Improvements to be substantially similar to those which were presented to the EDA in connection with the Developer's acquisition of the Development Property. The City's building official and the Executive Director of the EDA on behalf of the EDA shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City's building official and the Executive Director of the EDA on behalf of the EDA may withhold approval of the Construction Plans if any of the following is not satisfied: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans comply with the site plan and design drawings; (iii) the Construction Plans meet all requirements necessary for the City to issue a building permit; and (v) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the City and the EDA, then the Developer shall make such changes as the EDA may reasonably require and resubmit revised Construction Plans to the EDA for approval, which will not be unreasonably withheld, conditioned or delayed.

(b) No changes shall be made to the Construction Plans for the Minimum Improvements, without the EDA's prior written approval, which materially alter (a) the site plan for the Minimum Improvements, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Construction Plans. The approval of the EDA will not be unreasonably withheld, conditioned or delayed.

(c) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA does not constitute a representation or warranty by the EDA that the Construction Plans or the Minimum Improvements comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Minimum Improvements will meet the qualifications for issuance of a certificate of occupancy, or that the Minimum Improvements will meet the requirements of the Developer or any other users of the Minimum Improvements. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any department of the City and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith.

Section 4.3. Commencement and Completion of Construction.

(a) Subject to Unavoidable Delays, the Developer must commence construction of the Minimum Improvements within 33 days after the Closing Date on the Development Property and not later than November 3, 2026. The construction of the Minimum Improvements shall be deemed to be commenced when physical improvements have been made to the Property, including grading, excavation, or other physical site preparation work (in accordance with a permit issued by the City).

(b) Subject to Unavoidable Delays, the Developer must substantially complete construction within 12 months after the Closing Date. The construction of the Minimum Improvements will be considered substantially complete on the date when (i) the Minimum Improvements, as applicable, are sufficiently complete for the Developer to operate as a restaurant, bar and event facility with an outdoor patio, (ii) the Developer has received a certificate of occupancy issued by the City for Minimum Improvements, and (iii) the EDA has reasonably determined the Minimum Improvements have been constructed in accordance with the approved Construction Plans as provided in Section 4.4. Completion shall be evidenced by a Certificate of Completion as described in Section 4.4.

(c) Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the EDA, as to the actual progress of Developer with respect to such construction.

Section 4.4. Certificate of Completion. (a) Developer shall notify the EDA when construction of the Minimum Improvements has been substantially completed. The EDA shall, within 30 days after the later of such notification or the issuance of the certificate of occupancy by the City, conduct any inspections of the Minimum Improvements it determines necessary in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans. If the EDA determines that the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans, the EDA shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans and the Developer shall have a reasonable period of time to remedy such deficiencies. The EDA shall re-inspect the Minimum Improvements within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within 30 days after determining that the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans and determining that the following conditions precedent have been satisfied, the EDA will furnish to the Developer a Certificate of Completion in substantially the form set forth in **Exhibit C** attached hereto certifying the completion of the Minimum Improvements:

(1) There shall exist no Event of Default hereunder;

(2) The City shall have issued a Certificate of Occupancy for the Minimum Improvements;

(3) The EDA's Executive Director, or designee, on behalf of the EDA shall have reasonably determined that the Minimum Improvements have been substantially completed and constructed in accordance with all applicable local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement, and the final construction plans approved by the City in connection with issuing construction permits, each as applicable;

(4) The Developer shall certify to the EDA that all costs related to the construction of the Minimum Improvements, including without limitation, payments to all contractors, subcontractors, and project laborers costs have been paid prior to the date of the request to the EDA.

(b) The Certificate of Completion delivered by the EDA shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof. Developer may record the Certificate of Completion in the appropriate property records.

Section 4.5. Reimbursement of Façade Improvements. The parties acknowledge that the EDA's conveyance of the Development Property to the Developer for a Purchase Price of $500,000, representing a material discount below fair market value, is being provided in significant part in exchange for the Developer's commitment to utilize high-end Class I / Premium Exterior Materials (as defined in **Exhibit E**) on the building façades. This material commitment serves as a key public purpose and material inducement for the Business Subsidy. Class I / Premium Exterior Materials are required on at least 50% of the surface area of the façade facing Topgolf, the façade facing Highway 252, and the façade facing Camden Avenue North (the "Eligible Façades"). Reimbursement under this Section 4.5 is limited to costs of using Class I / Premium Exterior Materials listed in **Exhibit E** on greater than 50% of the surface area of any or all of the Eligible Façades (the "Façade Improvement Costs"). Upon completion of the Minimum Improvements, and submission of eligible Façade Improvement Costs, the EDA will use up to $250,000, net of any closing costs or Administrative Costs paid by the EDA, of the Purchase Price paid by the Developer to the EDA at Closing to reimburse the Developer for such eligible Façade Improvement Costs. The remaining portions of the façades may utilize secondary materials approved as part of the Construction Plans, provided they do not detract from the overall high-quality appearance.

ARTICLE V
Insurance

Section 5.1. Insurance. (a) Developer will provide evidence at Closing of having obtained, or causing its general contractor to have obtained, and shall maintain at all times during the process of constructing the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the EDA, furnish the EDA with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Commercial general liability insurance (including operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than $2,000,000 for each occurrence, and shall be endorsed if necessary to show the City and EDA as additional insureds (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the EDA shall furnish proof of the payment of premiums on, insurance as follows:

(i) Property insurance against physical loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Commercial general public liability insurance, including personal injury liability, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $2,000,000 and shall be endorsed to show the City and the EDA as additional insureds (to accomplish the above-required limits, an umbrella excess liability policy may be used).

(iii) Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

ARTICLE VI
Delinquent Taxes and Review of Taxes

Section 6.1. Delinquent Taxes. Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements that are due and payable prior to the Termination Date. The Developer acknowledges that this obligation creates a contractual right on behalf of the EDA through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the EDA is the prevailing party, the EDA shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. Developer agrees that, prior to the Termination Date, it will not apply for a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to EDA in accordance with this Agreement); provided, however, that this does not prohibit the Developer from contesting current taxes in good faith by appropriate proceedings if an appropriate reserve is established during such proceedings to pay such tax upon completion of such proceedings.

ARTICLE VII
Prohibitions Against Assignment and Transfer; Indemnification

Section 7.1. Representation as to Development. Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until issuance of the final Certificate of Completion for the Minimum Improvements:

(a) Except as specifically described in this Agreement, Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement of the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the EDA's board of commissioners unless Developer remains liable and bound by this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the EDA's approval is not required. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any permitted successor in interest to the Development Property, or any part thereof, to acquire the Development Property and/or construct the Minimum Improvements, or (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements. Prior approval by the EDA is not required for any Transfer: (1) to an affiliate or the transfer of a member's interest in Developer to an affiliate of the member so long as the proposed transferee expressly assumes the obligations of Developer or the original member; (2) that is involuntary resulting from the death or disability or parties in control of the members of Developer.

(b) If Developer seeks to effect a Transfer which requires the approval of the EDA prior to issuance of the final Certificate of Completion for the Minimum Improvements, the EDA shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the EDA and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the EDA, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the EDA) deprive the EDA of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the EDA of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the EDA would have had if there had been no such transfer or change. In the absence of specific written agreement by the EDA to the contrary, no such transfer or approval by the EDA thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise, with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VII, shall be in a form reasonably satisfactory to the EDA.

(c) If the conditions described in paragraph (b) are satisfied with regard to any Transfer requiring the approval of the EDA then the Transfer will be approved and Developer shall be released from its obligations under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this Section 7.2 apply to all subsequent transferors, assuming compliance with the terms of this Article.

(d) Upon issuance of the final Certificate of Completion for the Minimum Improvements, Developer may transfer or assign the Development Property, the Minimum Improvements and/or Developer's rights and obligations under this Agreement with respect to such property without the prior written consent of the EDA.

Section 7.3. <u>Release and Indemnification Covenants</u>. (a) Developer releases from and covenants and agrees that the EDA and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the EDA and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements, except to the extent caused by the willful misconduct by the EDA or the governing body members, officers, agents, servants or employees thereof in connection with any of its activities upon the Development Property.

(b) Except to the extent caused by any willful misconduct of the following named parties and any claim as to the legal authority of the EDA to perform as required by this Agreement, Developer agrees (if timely tendered by the EDA to Developer) to protect and defend the EDA and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever to the extent caused by the construction, installation, and operation of the Minimum Improvements.

(c) The EDA and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements except to the extent such damage or injury is caused by the willful misconduct of any such parties.

(d) All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations solely of the EDA and not of any governing body member, officer, agent, servant or employee of the EDA in their individual capacity.

ARTICLE VIII
Events of Default

Section 8.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party, following notice and cure periods described in Section 8.2 hereof, to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under any other agreement entered into between Developer and the EDA in connection with development of the Development Property.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 8.2, after providing 30 days written notice to the defaulting party of the Event of Default, unless the Event of Default has been cured within said 30 days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party has commenced the cure within said 30-day period and diligently pursues such cure to completion thereafter and has provided non-monetary assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured as soon as reasonably possible, to:

(a) If the EDA is the non-defaulting party, the EDA may suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement;

(b) If the EDA is the non-defaulting party, the EDA may cancel and rescind or terminate this Agreement;

(c) If the EDA is the non-defaulting party and the Event of Default is monetary in nature, the EDA may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement;

(d) If the Event of Default constitutes a breach of the condition subsequent set forth in the right of re-entry in Section 8.3 the EDA reserves in the Deed, the EDA may exercise its right of re-entry as set forth in the Deed and Section 8.3 hereof; and

(e) If the Developer is the non-defaulting party, the Developer may suspend its performance under this Agreement, cancel and rescind or terminate this Agreement and/or take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the EDA under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the EDA for any damages whatsoever.

Section 8.3. Revesting Title in EDA Upon Happening of Event Subsequent to Conveyance to Developer. The EDA's conveyance of the Development Property to the Developer pursuant to this Agreement will be made subject to a right of re-entry for breach of a condition subsequent in favor of the EDA. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have commenced within 12 months of the Closing Date, construction of the Minimum Improvements in accordance with Section 4.3 hereof. Notwithstanding the foregoing, the EDA may, at its sole option, consider an extension of time, in accordance with applicable law, for good cause shown by Developer. For purposes of this Section 8.3 and the Deed, construction of the Minimum Improvements is deemed to be commenced upon the completion of installation of site utilities (except utilities within the building) and commencement of foundation work (in accordance with a permit issued by the City). If Developer breaches such condition subsequent, the EDA shall give to Developer written notice thereof and demand for re-conveyance of the Development Property and Developer shall have 60 days from receipt of said written notice to comply with the condition, subject to any Unavoidable Delays. If the Developer fails to comply within said 60 days (subject to any Unavoidable Delays), the EDA may require, in its sole discretion, Developer to re-convey the Development Property back to the EDA, and in such event Developer shall re-convey the Development Property back to the EDA. If the Developer fails to re-convey the Development Property to the EDA in accordance with the terms hereof, the EDA may elect to exercise its right of re-entry by commencing an action in Hennepin County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Development Property and title to all improvements located thereon reverts to the EDA. Upon vacation of the Development Property and re-conveyance thereof to the EDA, the EDA will refund the $500,000 Purchase Price to the Developer and the Developer is not entitled to any compensation from the EDA for the value of the Development Property or any improvements the Developer has made thereto except such refund of the Purchase Price. Notwithstanding anything to the contrary herein, in the event the Development Property has been replatted as part of other parcels as of the date of the EDA's exercise of its rights under this Section, Developer will cooperate with the EDA in obtaining any subdivision necessary to revest in the EDA title to the applicable portion of the Development Property.

The Developer shall notify the EDA when installation of site utilities has been completed (except utilities within the building) and foundation work (in accordance with a permit issued by the City) has commenced. The EDA shall, within 7 days after such notification, inspect the Minimum Improvements in order to determine whether installation of site utilities has been completed (except utilities within the building) and foundation work (in accordance with a permit issued by the City) has commenced. If the EDA determines that installation of site utilities has been completed (except utilities within the building) and foundation work (in accordance with a permit issued by the City) has commenced, the EDA shall furnish to the Developer a Certificate of Release in the form attached as **Exhibit B** to the Deed. The Certificate of Release shall conclusively satisfy and terminate the right of reentry of the EDA in the Deed and this Agreement. The Developer must record the Certificate of Release in the proper County land records at its expense

Section 8.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the EDA to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII.

Section 8.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.6 Attorney Fees. Whenever any Event of Default occurs and if the EDA employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall, within 10 days' of written demand by the EDA, pay to the EDA the reasonable fees of such attorneys and such other expenses so incurred by the EDA; provided, however, that, except with respect to Sections 6.1 and 8.3 hereof, in the event of any adjudicated dispute to interpret this Agreement, each party shall pay their own attorneys' fees and other costs and expenses (including expert witness fees).

ARTICLE IX
Additional Provisions

Section 9.1. Conflict of Interests; EDA Representatives Not Individually Liable. The EDA and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the EDA shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the EDA shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the EDA or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 9.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations, to the extent applicable.

Section 9.3. Restrictions on Use. Developer agrees that until the Termination Date, Developer, and such successors and assigns, shall devote the Development Property to the construction and operation of the Minimum Improvements for uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 9.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of Developer, is addressed to or delivered personally to Developer at 1601 Freeway Boulevard, Brooklyn Center, MN 55430; and

(b) in the case of the EDA, is addressed to or delivered personally to the EDA at 6301 Shingle Creek Parkway, Brooklyn Center, MN 55430-2199, Attn: Executive Director.

Section 9.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.8. Recording. The EDA may record this Agreement and any amendments thereto with the Hennepin County recorder. Developer shall pay all costs for recording.

Section 9.9. Amendment. This Agreement may be amended only by written agreement approved by the EDA and Developer.

Section 9.10. EDA Approvals. Unless otherwise specified, any approval required by the EDA under this Agreement may be given by the EDA Representative.

Section 9.11. Termination. In addition to any other rights of the EDA or the Developer to terminate this Agreement, the Developer may, at any time prior to the Closing Date by the giving of written notice to the EDA, terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for any obligations hereunder that are explicitly stated to survive termination. This Agreement terminates on the Termination Date provided however Sections 3.6, 3.7, 7.3, 8.3 (until satisfied), 8.4 and 8.7, shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 9.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 9.13. Good Faith. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for approval of plans.

Section 9.14. Estoppel. The EDA will, from time to time, within thirty (30) days of delivery of written request therefor, deliver a written estoppel certificate to Developer certifying whether to the EDA's actual knowledge, the Developer and the Development Property are in compliance with the terms and conditions of this Agreement and the Deed and whether, to the EDA's actual knowledge, Developer is in default with respect to any of its obligations hereunder or under the Deed.

Section 9.15. Superseding Effect. This Agreement and the exhibits hereto reflect the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property, including without limitation, the Original Agreement.

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

ECONOMIC DEVELOPMENT
AUTHORITY OF BROOKLYN CENTER,
MINNESOTA

By ___________________________________
President

By ___________________________________
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of June, 2026 by ______________________, the President of the Economic Development Authority of Brooklyn Center, Minnesota, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

____
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of June, 2026 by ______________________, the Executive Director of the Economic Development Authority of Brooklyn Center, Minnesota, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

____
Notary Public

AWC HOLDINGS LLC

By______________________________________

Its ______________________________________

STATE OF MINNESOTA)
) SS.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this __ day of June, 2026 by _____________________, the ___________ of AWC HOLDINGS LLC, a Minnesota limited liability company, on behalf of the limited liability company.

____
Notary Public

EXHIBIT A

DEVELOPMENT PROPERTY

All that certain parcel of land located in the City of Brooklyn Center, County of Hennepin, State of Minnesota, described as:

Lot 2, Block 1, Topgolf Addition, Hennepin County, Minnesota

EXHIBIT B

FORM OF QUIT CLAIM DEED

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

DEED TAX DUE: $____________________ DATE: ________________
ECRV: ________________ *(month/day/year)*

FOR VALUABLE CONSIDERATION, ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

(insert name of Grantor)

a body corporate and politic under the laws of Minnesota, ("**Grantor**"),
hereby conveys and quitclaims to ____________________

(insert name of Grantee)

AWC Holdings LLC
a Minnesota limited liability company under the laws of Minnesota, ("**Grantee**"),
real property in Hennepin County, Minnesota, legally described as follows:

Lot 2, Block 1, Topgolf Addition, Hennepin County, Minnesota

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances and subject to the Right of Re-Entry for Breach of Condition Subsequent in favor of Grantor which is described on **Exhibit A**.

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described property.
- ☐ A well disclosure certificate accompanies this document (If electronically filed, insert WDC number: __________________).
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA

By: ____________________________________

Its: President

By: ____________________________________
Its: Executive Director

State of Minnesota, County of HENNEPIN

This instrument was acknowledged before me on _________________________, 2026 by ____________________, as President and ____________________, as Executive Director of the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Kutak Rock LLP (JSB)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

AWC HOLDINGS LLC
1601 Freeway Blvd.
Brooklyn Center, MN 55430

EXHIBIT A
TO QUIT CLAIM DEED
EXECUTED BY
THE ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, GRANTOR,
IN FAVOR OF AWC HOLDINGS LLC, GRANTEE.

The ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, Grantor, is conveying the property described in the attached Quit Claim Deed (the "Property") to AWC HOLDINGS LLC, Grantee, subject to a right of re-entry for breach of conditions subsequent in favor of Grantor. The condition subsequent, as set forth in Section 8.3 of that certain Amended and Restated Purchase and Development Contract between the Grantor and Grantee dated as of June ___, 2026 (the "Purchase and Development Agreement"), is that, barring any Unavoidable Delays, Grantee shall have commenced on the Property, not later than 12 months after the date of the attached Quit Claim Deed, construction of the Minimum Improvements in accordance with Section 4.3 thereof. Notwithstanding the foregoing, the EDA may, at its sole option, consider an extension of time for good cause shown by Grantee in accordance with applicable law. Construction of the Minimum Improvements is deemed to be commenced upon completion of installation of site utilities (except utilities within the building) and commencement foundation work (in accordance with a permit issued by the City). If Grantee breaches the condition subsequent, Grantor shall give to Grantee written notice thereof and demand for re-conveyance of the Property and Grantee shall have 60 days from receipt of said notice to comply with the condition, subject to any Unavoidable Delays. If Grantee fails to comply within said 60 days (subject to any Unavoidable Delays), Grantee shall re-convey the Property back to Grantor. If Grantee fails to re-convey the Property to Grantor, Grantor may elect to exercise its right of re-entry by commencing an action in Hennepin County District Court to establish the breach of the condition subsequent. If Grantor establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon reverts to Grantor. Upon vacation of the Property and re-conveyance thereof to Grantor, Grantor will refund the $500,000 Purchase Price to Grantee and Grantee is not entitled to any compensation from Grantor for the value of the Property or any improvements Grantee has made thereto except such refund of the Purchase Price.

The Certificate of Completion issued under the Purchase and Development Agreement shall conclusively satisfy and terminate the right of re-entry of the Grantor in this Quit Claim Deed and pursuant to the Purchase and Development Agreement.

EXHIBIT B
TO QUIT CLAIM DEED
EXECUTED BY
THE ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, GRANTOR,
IN FAVOR OF AWC HOLDINGS LLC, GRANTEE.

CERTIFICATE OF RELEASE AND SATISFACTION

1. Recitals.

Recital One. AWC Holdings LLC, a Minnesota limited liability company (the "Developer") is the owner of the real property legally described as Lot 2, Block 1, Topgolf Addition, Hennepin County, Minnesota (the "Development Property").

Recital Two. The Developer acquired title to the Development Property from the Economic Development Authority of Brooklyn Center, Minnesota (the "EDA") pursuant to a Quit Claim Deed dated __________ ___, 202__ and recorded in the office of the Hennepin County Recorder on ________ as Document No. ____________ and the Registrar of Titles of Hennepin County, Minnesota as Document No. ____________ (the "Deed").

Recital Three. The Deed includes a right of re-entry for breach of a Condition Subsequent (as defined in **Exhibit A** of the Deed) in favor of the EDA (the "Right of Re-entry").

Recital Four. The EDA and the Developer are parties to an Amended and Restated Purchase and Development Assistance Contract dated June ___, 2026 (the "Agreement").

Recital Five. Pursuant to Section 8.3 of the Agreement, the Developer is obligated to install site utilities (except utilities within the building) and commence foundation work (in accordance with a permit issued by the City) on the Development Property in accordance with an approved site plan by the date 12 months from the date of the Deed.

Recital Six. The EDA's Right of Re-entry would be triggered by the Developer's failure to complete installation of site utilities (except utilities within the building) and commence foundation work (in accordance with a permit issued by the City) the date 12 months from the date of the Deed and the expiration of 60 days after the EDA notifies Developer of such failure in writing in the matter provided in **Exhibit A** to the Deed.

Recital Seven. The Developer has represented to the EDA that the Developer has timely completed installation of site utilities (except utilities within the building) and commenced foundation work (in accordance with a permit issued by the City) as required under the Agreement, and has requested this Certificate of Release and Satisfaction from the EDA.

Certificate of Release and Satisfaction. The EDA hereby agrees and certifies that the Developer has satisfied its obligations with respect to completing installation of site utilities (except utilities within the building) and commencing foundation work (in accordance with a permit issued by the City). The EDA further acknowledges and agrees that the Development Property is hereby released from the Right of Re-Entry. Developer shall in no event have any obligation under the Agreement or the Deed to re-convey the Development Property to the EDA, and the terms of **Exhibit A** to the Deed and Sections 8.2(d) and 8.3 of the Agreement are null and void and of no further force or effect.

IN WITNESS WHEREOF, the EDA has caused this certificate to be duly executed on its behalf this ____ day of _______________, 20__.

ECONOMIC DEVELOPMENT AUTHORITY
OF BROOKLYN CENTER, MINNESOTA

By___________________________________
Its President

And

By___________________________________
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____________, 20__ by ___________________, as President of the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____________, 20__ by ___________________, as Executive Director of the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota under the laws of the State of Minnesota, on behalf of the body corporate and politic.

____
Notary Public

DRAFTED BY:

Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402-4018
Telephone: (612) 334-5000

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the ECONOMIC DEVELOPMENT AUTHORITY OF BROOKLYN CENTER, MINNESOTA (the "EDA"), and AWC Holdings LLC, a Minnesota limited liability company (the "Developer"), have executed an Amended and Restated Purchase and Development Contract, dated as of June ___, 2026 (the "Development Agreement"), with respect to the completion by the Developer of certain improvements (the "Minimum Improvements"), more specifically described in the Development Agreement; and

WHEREAS, the Developer has performed its obligations under the Development Agreement to substantially complete the Minimum Improvements in a manner deemed sufficient by the EDA to permit the execution of this certificate pursuant to Section 4.4 of the Development Agreement:

NOW, THEREFORE, this is to certify that the construction of the Minimum Improvements has been completed on the Development Property in substantial conformance with the terms of the Development Agreement.

ECONOMIC DEVELOPMENT
AUTHORITY OF BROOKLYN CENTER,
MINNESOTA

By ____________________________________
President

By ____________________________________
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of ________, 202__ by ______________________, the President of the Economic Development Authority of Brooklyn Center, Minnesota, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

____
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of __________, 202__ by ______________________, the Executive Director of the Economic Development Authority of Brooklyn Center, Minnesota, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

____
Notary Public

This document was drafted by:
Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402-4018
Telephone: (612) 334-5000

EXHIBIT D

DUE DILIGENCE DOCUMENTS

Copies of all existing surveys and plats, surveyor's reports and surveyor's certifications (ALTA Survey)
Copies of all title insurance policies, title insurance reports, attorneys' title certifications; all documents and/or title exceptions referred to therein (Preliminary Title Report)
Copy of any previously prepared engineering or inspection reports, including any and all environmental audits and reports including a copy of Phase I Environmental Reports
Copies of all licenses and permits
Complaints, notices and citations from any governmental agencies
Any pending litigation concerning the Development Property
Any open permits concerning the Development Property

EXHIBIT E
FAÇADE IMPROVEMENT COSTS

Class I materials shall include brick or acceptable brick-type material; marble, granite, other natural stone or acceptable natural looking stone; textured cement stucco; copper; porcelain; glass; architectural textured concrete pre-cast panels; and other materials including masonry units with enhanced detailing such as patterns, textures, color, dimension, banding, and brick inlay as approved by the City Planning Commission and City Council.

DATE: 11/25/2024

TO: Dr. Reggie Edwards, Executive Director

THROUGH: Jesse Anderson, Community Development Director

FROM: Amy Loegering, Community Development Coordinator

SUBJECT: Resolution Approving a Purchase and Development Contract with AWC Holdings, LLC, Approving Conveyance of Certain Property, and Approving a Business Subsidy (Jambo Africa Project)

Requested EDA Action:

Staff request that the EDA approve a Purchase and Development Agreement with AWC Holdings, LLC, Approving Conveyance of Certain Property, and Approving a Business Subsidy (Jambo Africa Project)

Background:

The Economic Development Authority of Brooklyn Center (EDA) currently owns the parcel of land located at 6500 Camden Avenue North (the "Property"). AWC Holdings, LLC seeks to acquire the Property for construction of a restaurant/bar. AWC Holdings LLC came before the City Council on September 9, 2024, with a concept plan for review. The concept is for an approximate 5,700 square foot restaurant/bar (nightclub) with an approximate 1,200 square foot outdoor patio ("Minimum Improvements), doing business as Jambo Africa. The City Council reviewed and approved the concept plan. EDA and AWC Holdings LLC therefore are negotiating to enter into a Development and Purchase Agreement for Property substantially similar to the attached Purchase and Development Agreement attached hereto. Any Development relating to the Purchase and Development Agreement would be subject to standard Planning Commission and City Council review.

Next Steps:

Staff will coordinate with City attorney and AWC Holdings LLC for signature of a Purchase and Development Agreement.

After a Purchase and Development Agreement is signed, Staff will coordinate with AWC Holdings LLC to bring the proposed Development through standard Planning Commission and City Council review processes.

6500 Camden Avenue North:

6500 Camden Avenue North is an approximately 1.62-acre parcel located to the west of Trunk Highway (TH) 252, to the north of Top Golf (6420 Camden Avenue North), to the south of an approximately 10,000-square foot mall (615 66th Avenue North) and Speedway (6545 West River Road), and to the east of Melrose Gates Apartments (6401 Camden Avenue North).

The City's Economic Development Authority acquired the Subject Property in 2017 as part of a strategic acquisition where the City purchased a vacant lot (then known as 6330 Camden Avenue North) as part of an overall strategy to enhance the planned redevelopment of the Regal Theater site and facilitate a land exchange with Top Golf Brooklyn Center LLC that would provide the EDA with options to maximize land use opportunities and transportation improvements associated with the proposed future 66^{th} Avenue Interchange and TH 252 improvements.

The Property is zoned Planned Unit Development/Commerce (PUD/C2) District. Both the zoning and 2040 future land use guidance would allow for a restaurant/bar (nightclub) as a special use in the underlying C2 District. As the Subject Property is located within a Planned Unit Development, an amendment to the Planned Unit Development would be required as part of any site and building plan request. Provisions are outlined in the agreement to allow the Subject Property to serve as a Metro Transit park and ride location in the interim, but except as otherwise permitted, the use of the Property shall conform to any regulations within the underlying C2 District. This district was retired in 2023, but existing PUDs are permitted to remain in effect and subject to any and all agreements, conditions, and standards applicable to the Planned Unit Development.

Purchase and Development Agreement

A draft of the Purchase and Development Agreement is attached to this memo for reference. This Purchase and Development Agreement may be revised by the parties as necessary and as approved by the City Attorney, however, substantial terms will remain consistent, as outlined below.

The EDA intends to reduce the purchase price of the Development Property by approximately $500,000 below its current estimated market value, which constitutes a business subsidy (the "Business Subsidy") within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended, (the "Business Subsidy Act"), and the Contract constitutes a "business subsidy agreement" as required under the Business Subsidy Act. The purchase price will be $500,000, with $10,000 in earnest money paid to EDA, applied toward the purchase price at closing.

The purchase agreement includes a reverter clause that requires AWC Holdings LLC to have completed the construction of all improvements within two (2) years from the date execution of the Purchase and Development Agreement. If AWC Holdings LLC has not been able to achieve substantial completion within two (2) years, a 30-day notice will be given by EDA. Upon expiration of the 30-day notice, if the development is still not in compliance, the EDA will have the right to re-enter and re-take possession of the Property.

AWC Holdings, LLC is not seeking public subsidy, aside from the consideration as to the purchase price of the Property.

Budget Issues:

The Subject Property located at 6500 Camden Avenue North was purchased by the City of Brooklyn Center Economic Development Authority in the amount of $685,000 and was identified as an eligible TIF 3 Pooled Expenditure.

The City's Tax Increment Financing Plan identifies the following objectives in establishing the aforementioned District:

1. To enhance the tax base of the City;
2. To provide maximum opportunity, consistent with the needs of the City for development by private enterprise;
3. To better utilize vacant or underdeveloped land;
4. To attract new businesses;
5. To acquire blighted or deteriorated residential property for rehabilitation or clearance and redevelopment; and
6. To develop housing opportunities for market segments underserved by the City, including housing for the disabled and elderly.

Strategic Priorities:

- Targeted Redevelopment

Amended and Restated Purchase and Sale Agreement: 6500 Camden Ave North

EDA Meeting– June 22, 2026
Ian L. Alexander, Economic Development Manager

1

Project History

- Concept review brought forward on September 9, 2024 for a restaurant/lounge (bar). Approximate 5,700 square foot building with approximate 1,200 outdoor patio proposed for 6500 Camden Ave N.
- On November 25, 2024, EDA Board approved a Development and Purchase Agreement

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6500 Camden Ave N

- Size: 1.62 Acres (70,567 sq ft)
- Zoning: PUD/C2 Commercial
- Land Use Guidance: Business Mixed Use
- Neighboring Land Uses: Top Golf, Mall, Convenience Store

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6500 Camden Ave N – Additional Info

- Rectangular parcel west of Trunk Highway (TH) 252, north of Top Golf (6420 Camden Ave. N), and south of mall (615 66th Ave N) and Speedway (6545 West River Rd)
- Total amount invested in the property: $685,000
- Property was part of strategic acquisition of vacant lot in 2017 to enhance planned redevelopment and transportation improvements associated with TH 252.

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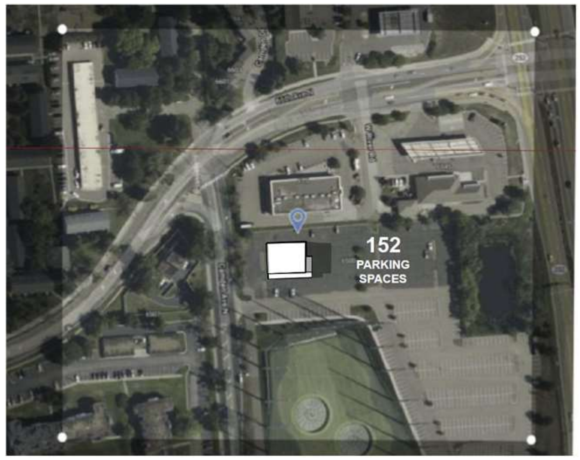
Concept

- Jambo Africa restaurant and bar (nightclub)
- Building 5,120 SF (main) and 1,042 SF Mezzanine
- Occupancy: 330
- Parking spaces: 152



BUILDING SUMMARY

OCCUPANCY TYPE: A-2
OCCUPANCY LOAD: 330
GROSS FLOOR AREA: 5,120 SF (MAIN)
1,042 SF (MEZZANINE)
BUILDING HEIGHT: 30'-0"

JAMBO AFRICA
RESTAURANT N BAR

Amended and Restated Purchase and Development Agreement

- The Amended and Restated Purchase and Development Agreement contains the following amended terms:
  - The agreement includes a new Section 4.5, Reimbursement of Façade Improvements. This section provides a rebate of the purchase price, not to exceed $250,000, for façade upgrades of greater than 50% of Class I materials on any or all of Eligible Facades.
  - Allows approximately 3.5 additional months to satisfy Conditions of Conveyance
  - Allows approximately 4.5 additional months to close on the purchase (within 30 days of satisfying Conditions of Conveyance)
  - Allows approximately 4.5 additional months to commence construction (within 30 days of closing)
  - Allows approximately 12 additional months to complete construction
  - City agrees to cooperate with a 1031 Exchange at no expense to the City

EDA Recommended Action

Motion to adopt a resolution approving an Amended and Restated Purchase and Development Contract

7

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM: Ian Alexander, Economic Development Manager, Amy Loegering, Economic Development Coordinator
THROUGH: Jason Aarsvold, Ehlers
BY: Amy Loegering, Economic Development Coordinator
SUBJECT: EDA Scattered Site Plan

Requested Council Action:
-No formal EDA action is required — this is a discussion time only.

Background:

The EDA owns numerous smaller scale sites in the City of Brooklyn Center, zoned for a variety of uses, from single family home sites to larger parcels suitable for commercial, industrial, or mixed-use development. Many of these sites have been held by the EDA for years, despite efforts to identify partners for redevelopment. The EDA has a strong interest in successful redevelopment of these sites.

EDA staff is proposing a revised, proactive plan for disposition and redevelopment of these EDA-owned properties that will rely on several different strategies. These efforts will include enhanced marketing and legislative efforts, retaining broker services, direct builder outreach, and continued focus and existing partnerships.

EDA Owned Properties

Address	Size	Zoning/Use
4812 71st Ave N	.18 acres	R1 Low Density Residential; single family home
4800 71st Ave N	.22 acres	R1 Low Density Residential; single family home
902 53rd Ave N	.17 acres	R2, Medium Low Density Residential; single family home
5400 Brooklyn Blvd	1.13 acres	R3 Medium Density Residential; townhouse, condominium, multifamily

5801 Logan Ave N	.85 acres	MX-N1 Neighborhood Mixed Use; townhouse, condominium, multifamily with or without small scale retail
1950 57th Ave N PENDING	4.72 acres	MX-N1 Neighborhood Mixed Use; townhouse, condominium, multifamily with or without small scale retail
5836 Brooklyn Blvd	.28 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
7014 Brooklyn Blvd	.42 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
7000 Brooklyn Blvd	.40 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
7015 Kyle Ave N	.65 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6245 Brooklyn Blvd PENDING	.31 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6200 Brooklyn Blvd	.20 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6234 Brooklyn Blvd	.36 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
1601 James Circle N	4.93 acres	MX-B Business Mixed Use; medical, trade school, office, grocery, automotive services, manufacturing, warehouse
6500 Camden Ave N UNDER	1.62 acres	PUD/C2 Planned Unit Development/Commerce; office, restaurant, retail, brewery

CONTRACT

Strategy #1: Enhanced Marketing and Legislative Efforts

City staff are currently working with LOGIS to launch an EDA hub that will, among other things, highlight available parcels and other information relevant to developers, such as links to grant opportunities. This hub is through the City's currently existing agreement with LOGIS.

Staff are personally marketing sites, particularly seeking developers with strategies that lower overall construction costs, such as modular housing, and commercial concepts with unique financial strategies, such as those with multiple income streams.

Staff will work with state elected officials to re-introduce the 2025 tax bill in the 2026 legislative session as part of the City's legislative priorities. The goal of this tax bill is to provide additional support that will close the financing gap for projects in the City.

Strategy #2: Retaining Broker Services

The properties located at 1601 James Circle North and the 5400 block of Brooklyn Boulevard lend themselves well to marketing through a commercial real estate broker. These properties may be appealing to several types of users. A broker will ensure these sites are marketed broadly to a variety of users and allow the EDA to see the kind of interest that exists for these properties.

The first step is to prepare an RFP for commercial real estate broker services. After staff receives proposals, they will evaluate and score them, then bring a recommendation to the EDA Board for consideration.

Once a broker is selected, they will begin actively marketing the sites. Staff will request that the selected broker provide regular (perhaps quarterly) updates to the EDA and activity. The broker's compensation will be paid as a percentage of any eventual sale price.

Strategy #3: Direct Builder/Developer Outreach

The properties located at 4812 71st Avenue North, 4800 71st Avenue North, 902 53rd Avenue North, and 5836 Brooklyn Boulevard are all best suited as infill housing sites. These will need to be sold to individual housing builders active in the market. Several surrounding communities have had success with similar scattered site housing programs by direct outreach to builders. EDA staff will identify those local builders and reach out directly to determine interest in building on these sites.

Sites like 7014 Brooklyn Boulevard, 7000 Brooklyn Boulevard, and 7015 Kyle Avenue North (70th and Brooklyn Boulevard) and 6200 Brooklyn Boulevard and 6234 Brooklyn

Boulevard are smaller infill sites best suited for infill mixed-use or multi-family opportunities.

Each individual land sale and housing proposal will be brought back for EDA consideration.

Strategy #4: Continue Existing Partnerships

The EDA is already working with several partners for the sale and redevelopment of existing property. Those projects currently represent the most likely path forward for development of those sites. For this reason, staff is recommending continued follow though for these projects:

- Scooter's Coffee (6245 Brooklyn Boulevard): This proposal was brought forward for a coffee shop franchise location. Staff are in the process of negotiating the Preliminary Development Agreement, which is anticipated at the June 22 EDA meeting.

- Jambo Africa (6500 Camden Ave. N.): This 2024 proposal was brought forward for an expansion and relocation of a restaurant and lounge currently located at 1601 Freeway Boulevard. The business owner is working with its developer and intends to bring forward their concept to the Planning Commission this summer. The Purchase and Development Agreement will need to be amended due to timing issues and as a condition of any Planning Commission approval.

- McNeal Management (57th and Logan Site): This recent proposal was brought forward for a multi-use project offering entrepreneurship support, professional training, hospitality and event space.

Budget Issues:
There are no budget issues to consider. Any proceeds from the sale of City EDA owned property could be used for future redevelopment opportunities.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. PowerPoint Presentation — EDA Scattered Site Plan

EDA SCATTERED SITE MARKETING PLAN

Ian Alexander, Economic Development Manager

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EDA SCATTERED SITE MARKETING PLAN

Background

- EDA owns numerous scattered sites zoned for a variety of uses
- Past efforts have had mixed results
- Staff proposes a revised, proactive plan for redevelopment of these sites

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EDA SCATTERED SITE MARKETING PLAN

Scattered Sites

Address	Size	Zoning/Use
4812 71st Ave N	.18 acres	R1 Low Density Residential; single family home
4800 71st Ave N	.22 acres	R1 Low Density Residential; single family home
902 53rd Ave N	.17 acres	R2, Medium Low Density Residential; single family home
5400 Brooklyn Blvd	1.13 acres	R3 Medium Density Residential; townhouse, condominium, multifamily
5801 Logan Ave N	.85 acres	MX-N1 Neighborhood Mixed Use; townhouse, condominium, multifamily with or without small scale retail
1950 57th Ave N PENDING	4.72 acres	MX-N1 Neighborhood Mixed Use; townhouse, condominium, multifamily with or without small scale retail
5836 Brooklyn Blvd	.28 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing

3

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EDA SCATTERED SITE MARKETING PLAN

Scattered Sites, Continued

Address	Size	Zoning/Use
7014 Brooklyn Blvd	.42 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
7000 Brooklyn Blvd	.40 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
7015 Kyle Ave N	.65 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6245 Brooklyn Blvd PENDING	.31 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6200 Brooklyn Blvd	.20 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
6234 Brooklyn Blvd	.36 acres	MX-N2, Neighborhood Mixed Use; small scale retail, multifamily housing
1601 James Circle N	4.93 acres	MX-B Business Mixed Use; medical, trade school, office, grocery, automotive services, manufacturing, warehouse
6500 Camden Ave N UNDER CONTRACT	1.62 acres	PUD/C2 Planned Unit Development/Commerce; office, restaurant, retail, brewery

4

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EDA SCATTERED SITE MARKETING PLAN

Strategy #1: Enhanced Marketing and Legislative Efforts

- EDA hub on the website highlight available parcels and other information relevant to developers.
- Staff are personally marketing sites directly to developers
- Prepare for the 2027 legislative session
- This applies to all scattered sites

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EDA SCATTERED SITE MARKETING PLAN

Strategy #2: Retaining Broker Services

- Prepare an RFP for commercial real estate broker services.
- Select a broker to provide services for:
  - 1601 James Circle
  - 5400 Brooklyn Blvd.
- Receive regular updates about interest in the sites

6

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EDA SCATTERED SITE MARKETING PLAN

Strategy #3: Direct Builder Outreach

- Many sites are suited to infill housing.
- EDA staff will conduct outreach to local builders directly to determine interest in building on these sites.
- Each individual land sale and housing proposal will be brought to the EDA board for consideration

7

7

EDA SCATTERED SITE MARKETING PLAN

Strategy #4: Continue Existing Partnerships

- Continued follow through for these projects:
  - Scooter's Coffee (6245 Brooklyn Blvd.)
  - Jambo Africa (6500 Camden Ave. N.)
  - McNeal Management (1950 57th Avenue)

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EDA SCATTERED SITE MARKETING PLAN

Conclusion

- Staff welcome questions and feedback from the Board

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM: Ian Alexander, Economic Development Manager, Amy Loegering, Economic Development Coordinator
THROUGH: Jason Aarsvold, Ehlers
BY: Amy Loegering, Economic Development Coordinator
SUBJECT: Opportunity Site Developer Recruitment

Requested Council Action:
- No formal EDA action is required — this is a discussion item only.

Background:

Future Master Plan Update

The City's existing Master Plan for the Opportunity Site remains valid and does not need to be redone. The plan was developed through a significant public process and continues to provide a strong foundation for redevelopment. Staff recommend retaining and building upon this work rather than starting over.

The Master Plan, as adopted, offers flexibility. It functions as a framework rather than a rigid, project-specific blueprint. For example, the Alatus Phase 1 development is no longer proceeding. Therefore, the City is not required to adhere to the specific subsidy requirements or affordability targets tied to that former phase. The plan's core principles — coordinated infrastructure, high-quality urban design, and a walkable, transit-oriented environment — remain relevant and can be adapted to current conditions.

A key area of review is the treatment of affordability requirements from the original Alatus plan. Staff have determined that the current Master Plan does not mandate a specific affordability level for future development. This provides additional flexibility as staff work with new developers.

Regarding the Alatus-era grants (including the Met Council LCDA-TOD grant), staff are actively working with the respective grantors to repurpose these funds for a new development strategy rather than returning them. This process is underway. Staff are seeking permission to make targeted adjustments that align the grants with current developer interest and the City's vision. Early indications are positive, and staff expect to have greater clarity in the coming weeks.

Why Economic Development Has Taken on Developer Recruitment

Following the departure of the original master developer, staff recognized that relying on a single master developer is not the best approach for this site. That model places all risk on one entity and creates the unintended consequence of stalling the entire site when delays occur.

Economic Development staff have taken a proactive role in directly reaching out to developers. This outreach is designed to gather real-world feedback on what conditions would make the Opportunity Site attractive and with the ability to pencil out. By engaging developers early, staff can identify barriers, test concepts, and shape a practical development framework.

Challenges to the Opportunity Site

The Opportunity Site faces a persistent financing gap of approximately 20%, driven by lower area median incomes (AMI) relative to construction costs. The site’s scale, the need for regional stormwater and infrastructure coordination, and irregular parcels create additional complexity. Without coordination, development is likely to occur in a fragmented manner. The City must play an active role in guiding the process to ensure alignment with the Master Plan vision.

Development Recruitment Strategy

Staff are conducting proactive, relationship-based outreach to developers with relevant experience. The goal is to understand what each developer needs to move forward and to identify opportunities for coordinated development.

Through this outreach, staff have already identified four developers who plan to submit subsidy requests. These developers have secured control of adjacent private property next to City EDA-owned land. Upon submission, staff anticipate that one or more may propose serving as a lead developer to help utilize amended grant funds to refine and restructure the Opportunity Site development plan.

Several developers have also expressed interest in a Public-Private Partnership or collaborative development structure rather than a traditional development agreement. Staff have been clear that Brooklyn Center has limited subsidy tools outside of TIF. Developers have acknowledged they should not expect direct City funding. In turn, staff have asked developers to help identify alternative revenue streams and partnership opportunities (such as District Energy Systems or innovative stormwater management). Early discussions suggest general alignment on exploring these collaborative opportunities.

Developer Recruitment Process – Specifics, Board Involvement, and Timeline

Staff are following a regular, transparent process for developer recruitment. This process does not require a formal RFP. Instead, staff are conducting targeted outreach to developers with demonstrated experience in urban infill and mixed-use development. The focus is on identifying partners willing to work within a coordinated framework that includes unified design standards and shared infrastructure solutions.

<u>Board Involvement</u>: Staff will continue to bring forward regular updates on recruitment progress and the development framework to the EDA and City Council. Major decisions

— including any recommendation to pursue a collaborative or Public-Private Partnership structure — will be brought to the Board for discussion and direction before any formal agreements are executed.

Timeline: Initial developer outreach is underway and formal subsidy requests are expected in the coming weeks. A recommended development framework, including any proposed collaborative structure, will be presented to the EDA and City Council for discussion in the third quarter of 2026. This timeline is aligned with the amended Met Council LCDA-TOD grant process.

Next Steps

- Continue direct outreach to targeted developers and gather formal subsidy requests.
- Present a recommended development framework and recruitment update to the EDA / City Council for discussion and direction.

Budget Issues:
None to consider at this time.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:
1. PowerPoint Presentation — Opportunity Site Developer Recruitment

EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Ian Alexander, Economic Development Manager

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Master Plan Update

- The existing Opportunity Site Master Plan remains valid, having been developed through extensive public process and remains a strong foundation.
- The Master Plan offers flexibility while providing a foundation describing vision and priorities for the site.
- Core principles, including coordinated infrastructure, high-quality urban design, and a walkable, transit-oriented environment, remain relevant and can be adapted.
- Staff are seeking to strategically repurpose Alatus-era grants for the site and will have more information regarding outcomes in the future.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Why Developer Recruitment is Important

- Following the departure of the master developer for Phase 1 of the Opportunity site, Staff recognized that relying on a single master developer is not the best strategy for the site.
- A master developer model creates the unintended consequence of stalling the entire site when delays with the master developer occur.
- Staff have engaged in outreach designed to gather real-world feedback from developers to understand how to make the Opportunity Site attractive and financeable to developers and to identify barriers, test concepts and shape a practical development framework.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Challenges to Opportunity Site

- Persistent financing gap
- The scale of the site calls for regional stormwater and infrastructure planning.
- Irregular parcels in the site require coordination to avoid fragmentation.
- The City can and must play an active role to achieve the outcomes envisioned in the Master Plan.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Developer Recruitment Strategy

- Staff are engaged in proactive, relationship-based outreach to developers with demonstrated experience and interest in urban infill construction.
- Through this outreach, Staff have identified up to 4 developers who have expressed interest in the site and at least one is interested n serving as a lead developer to coordinate others.
- Staff have expressed to all developers the limited subsity available and have worked to coordinate other alternatives to reducing construction costs, such as district energy or innovative stormwater management.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Process, Rolls and Timeline

- Staff are following a regular, transparent process that does not require a formal RFP involving targeted outreach to developers with demonstrated experience in urban infill and mixed use development.
- Staff will regularly update the Board on progress with recruitment and the development framework.
- Significant descisions, including any recommendation related to pursuing a collaborative or public-private partnership structure, will be brought before the Board for discussion and direction.
- Developer outreach continues and formal subsidy requests are expected in the coming weeks. A recommended development framework will be presented in the third quarter of 2026, in alignment with the Met Council LCDA-TOD grant process.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Next Steps

- Staff will continue direct developer outreach and accept formal subsidy requests.
- Staff will present a recommended development framework and recruitment update in the future.

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EDA OPPORTUNITY SITE DEVELOPER RECRUITMENT

Conclusion

- Staff welcome questions and feedback from the Board

8

8

Council Regular Meeting

DATE: 6/22/2026
TO: Economic Development Authority
FROM: Ian Alexander, Economic Development Manager, Amy Loegering, Economic Development Coordinator
THROUGH: Jason Aarsvold, Ehlers
BY: Amy Loegering, Economic Development Coordinator
SUBJECT: EDA Update

Requested Council Action:
- No EDA action is required — this is a discussion item only.

Background:
This update is intended to be presented alongside the Scattered Site Report and Developer Recruitment Plan. It provides the strategic overlay — how current developer interest, key anchors, and funding tools are aligning to advance the City's long-term vision for economic growth in the City of Brooklyn Center.

Recent Progress:

- **Major Development Proposal:** Ongoing conversations with three developers have produced a formal proposal expected before our June 22, 2026 EDA Meeting. The groups hold development-related agreements on three Opportunity Site parcels — creating meaningful site control adjacent to City-owned land as well as three hotels in the James Circle area North of the Opportunity Site.
- **HealthPartners Community Health Campus:** Economic Development Staff are awaiting a meeting to be scheduled shortly to discuss next steps with this development.
- **Continued Outreach to Current Businesses:** Economic Development staff continues to engage current businesses about their specific challenges and benefits of being located in Brooklyn Center. Staff continues to promote the upcoming Chamber of Commerce led "Brooklyn Center Community Celebration of Food, Cars, and Vendors" on Saturday, June 27 from 12 noon to 4 PM.

Developer Engagement & Coordination with Recruitment Plan
Rather than relying on a single master developer, Economic Development staff are building a coordinated pipeline of qualified partners who understand the site's complexities and are willing to work within a unified framework. Staff believes that this approach will reduce risk, increase competition, and better position the City to deliver on the Master Plan's vision for a walkable, transit-oriented, mixed-use development.

Staff continue to emphasize that Brooklyn Center's primary tools are TIF and strategic grant leverage. Developers are being asked to bring creative partnership structures and alternative revenue ideas (district energy, stormwater innovation, etc.) to the table. Staff has made it clear to development entities that other forms of direct subsidy from the City are unrealistic.

Grants & Funding Strategy

Our Grants & Funding Strategy continues to focus on maximizing existing resources to deliver critical public infrastructure that unlocks private investment — without new general fund commitments.

- **TEDI Extension:** We have officially initiated the process to extend our 2023 Transportation Economic Development Incentive grant ($500K) for Parkway improvements.
- **2026 State GO Bonding:** We are in active discussions with our DEED Contact regarding the $3M Opportunity Site Infrastructure Grant. Once a development entity is established, we will move quickly into the grant agreement.
- **Met Council LCDA-TOD Repurposing:** We are scheduled to meet with the Met Council regarding our 2024 LCDA-TOD grant (Stormwater Park & Parkway Construction, $2M, Grant No. SG-22087) to repurpose these funds in alignment with the current development strategy and Master Plan framework.

This funding stack directly addresses the fragmented nature of the site by creating clear, connected development parcels that are far more attractive to developers and investors.

Alignment & Next Steps

Momentum is building on multiple fronts and positions Brooklyn Center well to compete for major anchors and investment. To fully capitalize on this opportunity, we'll need close coordination across departments on proposals and grants, along with timely leadership direction on the development framework and collaborative structures as they develop.

Budget Issues:

None to consider at this time.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

None