DEVELOPMENT AGREEMENT BETWEEN CITY OF SAINT PAUL AND THE SANNEH FOUNDATION

AGREEMENT #: 2026.DA1

This Development Agreement ("**Agreement**") is entered into this _____ day of _____ 2026 between the City of Saint Paul, a municipal corporation ("City"), and The Sanneh Foundation, a 501(c)(3) Minnesota non-profit corporation ("Sanneh" or "Partner") (together the "Parties").

WHEREAS, the City, through its Department of Parks and Recreation, owns the Conway Recreation Facility Development site located at 2080 Conway Street (Equity Center), 2090 Conway Street (Conway Center), and 2096 Conway Street (Family Center), Saint Paul, MN; and

WHEREAS, the City and Sanneh wish to develop a new multiuse recreation facility (the "Facility") at the Conway Recreation Facility to house a Food Shelf Distribution structure, Multiuse courts and parking lot enhancements; and

WHEREAS, the City has recognized the need to create a multiuse facility that will provide a range of community services and recreational opportunities for the local residents; and

WHEREAS, the City and Sanneh wish to set forth the expectations of each Party as to what is needed for the design and construction of the Facility; and

WHEREAS, the City and Sanneh now wish to enter into this Development Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual promises and obligations of the Parties, the City and Sanneh hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Final Design of the Property**: The design of the multiuse facility at Conway Recreation Facility, tentatively approved by the City and Sanneh, as provided in Article 5 and attached and incorporated hereto as Exhibit A. The Parties anticipate that the design of the Property will evolve by mutual agreement and be modified accordingly.

1.2 **Partner's Project Manager**. means a qualified professional retained by and fully paid for by Partner, using private funds, subject to City approval of the selection, to manage the day-to-day coordination of design and construction activities on behalf of Partner. The Project Manager's responsibilities include budget tracking, schedule management, design process coordination, contractor communication, and documentation. The Project Manager's authority does not exceed that delegated by the City, and all actions taken by the Project Manager remain subject to City oversight and approval. A qualified Project Manager may also serve as Construction Manager contingent on City approval.

1.3 **Partner**: Sanneh is the Partner for the development of the Project.

1.4 **Phase 1.** The initial phase of the Project, consisting of civil work, sport courts construction, and construction of the Conway Family Center building envelope, as further described in Exhibit A and Exhibit B.

1.5 **Phase 2.** The subsequent phase of the Project, consisting of interior building finishes for the Conway Family Center and construction of a gymnasium addition, which shall be fully funded, managed, and delivered by Partner, as further described in Exhibit A and Exhibit B.

1.6 **Project**. Collectively, Phase 1 and Phase 2, unless otherwise specified. As further described below in Articles 3.3 and 3.4, the design and development of a multiuse recreation facility to be used for programming and related educational and recreational opportunities and amenities. The programming and use of the Facility will be complementary to and suitable for such a facility, consistent with its location on parkland.

1.7 **Project Cost**. All costs related to the completion of the Project, including, but not limited to all costs listed in Article 3 – Attached and incorporated hereto as Exhibit B.

1.8 **Property**. The 21.5 Acre parcel identified as the Conway Recreation Facility Development site, attached and incorporated hereto as Exhibit C. This site is owned by the City of Saint Paul.

1.9 **State Grant**. That certain funding of $ 2,500,000.00 bonding as provided by Laws 2023, Chapter 71, Article 1, Section 14, Subdivision 37, as amended by Laws 2024, Chapter 88, Article 1, Section 16.

1.10 **Termination Date.** Unless terminated earlier in accordance with the terms of this Agreement, the date that the final Certificate of Occupancy is provided.

1.11 **Partner's Construction Manager**. A qualified construction management professional or firm retained by and fully paid for by Partner using private funds, subject to City approval of the selection, to serve as delegated construction administrator for the Project. The Construction Manager acts on behalf of Partner but operates within standards, protocols, and direction established by the City. The Construction Manager's authority does not exceed that which the City would otherwise exercise directly, and all actions taken by the Construction Manager remain subject to City oversight as provided in this Agreement. A qualified Construction Manager may also serve as Project Manager contingent on City approval.

ARTICLE II
TERM, REPRESENTATIONS AND WARRANTIES

2.1 Term. This Agreement shall commence upon full signature of both Parties and will be in full force and effect until the Termination Date, unless earlier terminated pursuant to the terms of this Agreement.

2.2 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing pursuant to Minnesota law and its City Charter, and it has the power and authority to enter into this Agreement and carry out its obligations hereunder.

(2) To its knowledge, neither the execution of this Agreement, the transactions contemplated herein nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with any provision of Minnesota law, the City's Charter, Administrative Code, or Legislative Code, or any contractual agreements of whatever nature to which the City is now a Party.

(3) The City is not presently aware of any condition or fact which would prevent it from carrying out and performing its obligations under this Agreement.

2.3. Representations and Warranties of The Sanneh Foundation. Sanneh makes the following representations and warranties:

(1) Sanneh is a non-profit corporation, duly formed and existing under Minnesota Law.
(2) Sanneh has the authority to enter into this Agreement and to perform its obligations hereunder, and to its knowledge is not in violation of any provisions of the laws of the State of Minnesota.
(3) To its knowledge, neither the execution of this Agreement, the transactions contemplated herein nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with any provisions of the Articles of Incorporation or By-Laws of, or any contractual agreements of whatever nature to which Sanneh is now a Party.
(4) Sanneh is not presently aware of any condition or fact which would prevent it from carrying out and performing the obligations under this Agreement.

ARTICLE III
PROJECT DESCRIPTION

3.1 **Phase 1 Scope.** Partner intends to hire a consultant, using private funds, to complete the final design and construction documents for Phase 1 of the Project, which will be publicly bid and constructed by the City. Phase 1 includes civil work, sport courts construction, and construction of the Conway Family Center building shell.

3.2 **Phase 2 Scope.** Phase 2 of the Project includes interior building finishes for the Conway Family Center and construction of a gymnasium addition.

3.3 **Delivery Responsibilities by Phase**.

a. Phase 1 shall be designed and constructed in accordance with Sections 3.6, 3.7, and Article V, with shared responsibilities between the City and Partner.
b. Phase 2 shall be led, financed, and delivered by Partner, subject to City approvals, permitting requirements, and applicable law. The City shall retain authority over land use approvals and final design approval.

3.4 Operation and Ownership of Facility. The Facility will be located at Conway Park, owned by the City at all times, and operated under the terms of the Use Agreement that has been executed or will be executed between City and Partner.

3.5 Design of Facility. Subject to the availability of funding from State bonding funds or other sources as provided in Article 4.1, the Parties will be jointly responsible (subject to Section 3.7 below) for the design and construction of the Center in accordance with the Final Design of the Property. Design and construction will be subject to Article 5, as further described below. Both design and construction work are listed in the Conway Family Center Development Budget dated August 4, 2026, attached and incorporated hereto as Exhibit B, which the Parties agree to update after the pre-design is complete.

3.6 City Control. The Parties will use best efforts to mutually agree on all material decisions regarding design, construction, management, operation, and occupancy of the Property, provided,

however, that the Parties agree and acknowledge that if, after discussion the Parties fail to agree on any such decision, the City retains the right to make all such final decisions.

3.7 The Sanneh Foundation responsibilities.

(1) Procurement of Design Team
(2) Design Team Management
(3) Vision & Leadership
(4) Communication
(5) Project outreach and education
(6) Community Organizing
(7) Fundraising
(8) Programing
(9) Involvement in Design Process
(10) Sanneh hire Partner Project Manager
(11) Sanneh hire Partner Construction Manager
(12) Need to enter into Disbursement Agreement
(13) Construction Management

3.8 City of St Paul responsibilities ():

(1) Permitting
(2) Bidding
(3) Contracting for goods or services using public funds
(4) Construction oversight

3.8 Future Development. Any proposals for additional improvements or expansion of the Project beyond Phase 1 and Phase 2 during the term of this Agreement must be by amendment, signed by both Parties. Notwithstanding the foregoing, Phase 2 as defined in this Agreement is an approved component of the Project and does not require a separate amendment, but remains subject to the terms of this Agreement. The Party requesting any additional improvements beyond Phase 2 shall be responsible for any additional financing required unless otherwise agreed in writing.

ARTICLE IV
PROJECT FUNDING

4.1 Phase 1 Funding. Partner shall be responsible for securing all private funds and furnishing the same to the City, and Partner and the City shall be responsible for jointly securing all public funds necessary for Phase 1 of the Project. Construction of Phase 1 shall not commence until 100% of the estimated Phase 1 construction cost has been secured, based on the Final Design of the Property, less State Grant funds.

4.2 Phase 2 Funding. Partner shall be solely responsible for securing all funding required for Phase 2 of the Project. The City shall have no obligation to provide funding for Phase 2 unless expressly agreed to in writing. Phase 2 shall not commence until Partner has demonstrated to the City's reasonable satisfaction that sufficient funds have been secured to complete Phase 2.

4.3 Unanticipated Project Costs.

(1) If there are unanticipated expenses for soil remediation, or other problems related to the condition of the Property that would prohibit its use as described in Section 3.1 of this Agreement unless corrected, both the City and Sanneh will actively work together in good faith to seek and obtain funding from any appropriate sources, public or private, to address the problems in a manner that allows the Project to proceed. Failure to obtain the necessary funding under this section within six (6) months of discovery of unanticipated expenses will result in termination of this Agreement, without liability to either Party.

(2) If, during construction of the Project, the available Project funding is not sufficient to complete the Project as designed, Parties may, after consulting with each other: 1) seek additional funds to meet increased costs; 2) amend the Project scope to reduce costs; or 3) if neither of those options are successful within six (6) months after discovering the shortfall, terminate the Project and the City shall repay the State grant (and any additional funding sources that require repayment) based on the terms required by the State Grant Agreement and all other funding agreements.

(3) Nothing herein shall obligate the City to provide additional funding for the Project.

ARTICLE V
DESIGN, COMMUNITY ENGAGEMENT, AND CONSTRUCTION

5.1 Design and Construction Responsibility. Under Chapter 7A of the City's Administrative Code, the Department of Parks and Recreation is responsible for the design of all parks, parkways, trails, and public grounds. The City is ultimately responsible for the project management of design and construction of the entire Property. City will consult with Sanneh about decisions as to what can be built with available funds, expenditure of funds, and decisions regarding the design and construction of the Project but, subject to Section 3.4, retains all final authority to make decisions regarding design and construction of the Project.

5.2 Parties' Design Roles. Sanneh will be responsible for the design of the Facility and may hire a consultant as a Project Cost to provide architectural and engineering documents for the design and construction of the Facility. Sanneh will consult with the City on the design of the Facility, but the City will retain ultimate authority to approve the Final Design of the Facility.

5.3 **Phase-Specific Roles.** Phase 1 shall be governed by Sections 5.1 through 5.9, with the City serving as project manager for construction and Partner leading design efforts in coordination with the City. Phase 2 shall be led by Partner, including responsibility for design, construction, and project delivery, subject to City review, approval, and permitting requirements. If any portion of Phase 2 triggers public bidding requirements under applicable law, the Parties shall cooperate in good faith to comply with such requirements.

(1) **Construction Manager Role and Authority.** The Construction Manager shall serve as delegated construction administrator for both Phase 1 and Phase 2, performing on a day-to-day basis the construction administration functions the City would otherwise perform directly. This includes oversight of the general contractor, monitoring of construction progress and quality, review and processing of contractor submittals and requests for information, field observation, and coordination of construction activities. The

Construction Manager's authority and scope shall be the same across both phases of the Project.

(i) **City Standards and Direction.** Prior to commencement of construction, the City shall establish in writing the standards, protocols, and requirements within which the Construction Manager shall operate. These shall include, at minimum: quality standards, submittal review procedures, inspection requirements, documentation and reporting expectations, and the categories of decisions that require advance City approval regardless of the Construction Manager's delegated authority. The Construction Manager shall operate within these established standards without requiring City approval for each individual action, except as specifically reserved by the City.

(ii) **Reserved City Approvals.** Notwithstanding the Construction Manager's delegated authority, the following actions shall require advance written City approval in all cases: (a) approval or recommendation of change orders; (b) authorization of any work outside the approved project scope or budget; (c) issuance of substantial completion or final completion certifications; (d) resolution of disputes with the general contractor; and (e) any other action designated as requiring City approval in the standards established under subsection (1) above. The City retains ultimate authority over all construction decisions, and the Construction Manager's delegated authority does not limit or diminish that authority.

(iii) **Reporting and Accountability.** The Construction Manager shall report regularly to both Partner and the City, and shall provide the City with copies of all field observation reports, contractor submittals, requests for information, and other project documentation on a schedule established by the City. The Construction Manager's employment or contractual relationship is with Partner; however, the Construction Manager's operational direction with respect to construction administration shall be consistent with City standards and requirements. Partner remains fully responsible for the Construction Manager's performance and for any actions taken or omitted by the Construction Manager in connection with the Project.

5.4 **Project Milestones and City Review.**

(1) **Milestone Submittals.** Partner shall submit design documents, project scope updates, and updated project budgets to the City at the following minimum milestones for each Phase:

(i) **60% Construction Documents.** At approximately sixty percent (60%) completion of construction drawings, Partner shall submit plans, outline specifications, and an updated project budget. The City shall review for general conformance with the approved Final Design of the Property, project scope, funding assumptions, and operational considerations.

(ii) **90% Construction Documents.** At approximately ninety percent (90%) completion of construction drawings, Partner shall submit near-final plans, specifications, and a final project budget. The City shall review for constructability, compliance with applicable codes, alignment with approved scope, and readiness for bidding or construction.

((iii) **Site Plan Review.** Upon City approval of the 90% Construction Documents, Partner shall submit a complete Site Plan application to the City's Department of Safety and Inspections (DSI) in accordance with applicable City zoning and land use regulations. The Site Plan submittal shall include final civil, architectural, and site improvement plans sufficient for regulatory review. The City shall coordinate internally to facilitate timely review. Construction shall not commence and no construction contract shall be awarded until Site Plan approval has been granted in writing by the City.

(2) **City Review Period.** The City shall have a reasonable period, not to exceed thirty (30) days unless otherwise agreed, to review and provide written comments on each milestone submittal.
(3) **Incorporation of Comments.** Partner shall incorporate City comments or work in good faith to resolve any outstanding issues prior to proceeding to the next phase of design or initiating procurement or construction.
(4) **Approval Required to Proceed.** Partner shall not advance from 60% to 90% construction documents, or from 90% documents to Site Plan Review, without written confirmation from the City that the milestone submittal has been reviewed and approved or approved with conditions.
(5) **Applicability by Phase.** These milestone requirements shall apply to Phase 1 and Phase 2; provided, however, that for Phase 2, the City's review shall focus on land use, code compliance, and consistency with approved site planning and shall not create any obligation for the City to fund or manage Phase 2.

5.5 Community Engagement. The design of the Facility and its component parts has been and will continue to be informed by input from the community and interested stakeholders through a community engagement process. The community engagement process will be led by the consultant team under contract with Sanneh and will be planned and overseen by a committee of representatives from the Sanneh and other community representatives as may be identified through the community engagement process.

5.6 City Expenses. The City will be fully compensated for design & construction staff time on the Project, plus reimbursement for City landscape architect staff at an hourly rate of $158.00, such additional reimbursement not to exceed an aggregate amount determined by the Parties at the time the contract is let to the general contractor.

5.7 Facility Construction. Design and Construction Document development of the Facility will be performed by Sanneh, subject to the provisions below.

(1) The Project will be bid by the City pursuant to Minn. Stat. § 471.345. As bids come in and the City reviews bids and awards construction, the City will consult Sanneh if questions arise that require Sanneh's input.
(2) Article 5.6 below will outline the anticipated completion date, but the actual required completion date will be incorporated into the construction contract. In addition, the contracts will require that all change orders be approved by City and will set forth requirements for prevailing wages, insurance and bonding by contractors, and access to the Property for construction purposes.
(3) Day-to-day administration of the construction contract is delegated to the Construction Manager pursuant to Section 5.3a. The City retains oversight authority and shall provide final approval for all actions reserved to the City under Section 5.3a(2).

5.8 Schedule. Within 30 days after the full fundraising for Phase 1 Project Costs has been secured, the Parties will update the schedule for Phase 1 design of the Facility, commencement and completion of construction, and commencement and completion of the Facility. Phase 2 scheduling shall be established upon completion of Phase 1 or upon Partner securing full funding for Phase 2, whichever occurs first. The construction contract will include further milestones for the construction schedule for the Facility.

5.9 Furnishings and Equipment. Sanneh shall be responsible for providing all furnishings, appliances, audio visual equipment, window treatments, and interior signage for the Facility pursuant to current and future Use Agreements and will comply with the design guidelines in

Exhibit A. All other equipment will be included as part of the construction contract, including but not limited to the following: HVAC, mechanical, plumbing, and low voltage wiring.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 Indemnification. Sanneh will protect, indemnify, and hold harmless the City and its employees, officers, and agents, from and against any and all claims, demands, and cause of actions of whatsoever nature or character (collectively "claims"), arising out of Sanneh or its employees, contractors, consultants, agents, or officers' acts or omissions related to this Agreement, including claims for injury to or death of person, or loss or damage of property occurring on the Property or in any manner related to Sanneh's actions pursuant to this Agreement.

6.2 Insurance. Sanneh will acquire and maintain for the entirety of the Term the following coverage:

1. Commercial General Liability Insurance, including blanket commercial liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than $1,500,000 per occurrence and $2,000,000 aggregate. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to the City's insurance or self-insurance; (c) not exclude explosion, collapse, and underground property damage; and (d) be written on an "Occurrence Form" policy basis.

2. Worker's Compensation Insurance with no less than statutory minimum limits; and Employer's Liability Insurance with minimum limits of at least $100,000 per accident and with an all states endorsement.

3. Sanneh must provide current insurance certificates prior to execution of this Agreement. The certificates must certify whether the insurance agent has errors and omissions insurance coverage.

4. The limits cited under each insurance requirement establish minimums; and it is the sole responsibility of Sanneh to purchase and maintain any additional insurance that it believes to be necessary or desirable in relation to this Agreement.

5. Nothing in this Section constitutes a waiver by City of any statutory limits or exceptions on liability.

6.3 Liens. Sanneh will not permit any lien or encumbrance upon the City's property arising from its activities under this Agreement.

ARTICLE VII
EVENTS OF DEFAULT

7.1 City Defaults. The occurrence of any of the following shall constitute a "Default" by the City under this Agreement:

1. Failure of the City to observe or perform any other covenant or obligation under this Agreement, and, to the extent such failure is susceptible to cure, City fails to cure, correct or remedy such failure within 30 days after the receipt of written notice thereof provided, however, that if the nature of the failure is such that it cannot reasonably be cured within the thirty-day period, then the thirty-day period will be extended for the length of time

reasonably required (but not in excess of an additional ninety days) to complete such cure if the City promptly commences to cure such default within the thirty-day period and thereafter diligently prosecutes the cure to completion.

7.2 Sanneh Defaults. The occurrence of any of the following shall constitute a "Default" by Sanneh under this Agreement:

1. Failure to maintain the nonprofit status of Sanneh, and such failure is not be cured within thirty (30) days after written notice of such failure from the City.
2. Failure to obtain the required Project private funding set forth in Article 4.1 by December 31, 2026. Failure to obtain funding for Phase 2 shall not constitute a Default under this Agreement unless Phase 2 has commenced and Partner fails to meet its related obligations.
3. Failure of Sanneh to observe or perform any other covenant or obligation under this Agreement, and, to the extent such failure is susceptible to cure, Sanneh fails to cure, correct or remedy such failure within 30 days after the receipt of written notice thereof provided, however, that if the nature of the failure is such that it cannot reasonably be cured within the thirty-day period, then the thirty-day period will be extended for the length of time reasonably required (but not in excess of an additional ninety days) to complete such cure if Sanneh promptly commences to cure such default within the thirty-day period and thereafter diligently prosecutes the cure to completion.

ARTICLE VIII
TERMINATION

8.1 On the Termination Date. This Agreement shall terminate on the Termination Date unless earlier terminated pursuant to this Article.

8.2 Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties.

8.3 For Cause. This Agreement may be terminated for cause in the event either Party has a Default listed in Article 7 above that has not been cured. The Party seeking termination must give written notice of the nature of the default, and the time, if any, to cure.

8.4 Failure to Obtain Additional Funding. To the extent provided in Article 4, either Party may give notice to the other of intent to terminate this Agreement, in which event this Agreement will terminate within thirty (30) days of such notice. In such event, this Agreement is terminated without liability to either Party.

8.5 Failure to Obtain Funding. In the event that the Parties do not obtain the required Project funding set forth in Article 4.1 by January 1, 2028, the Parties may 1) seek additional funds to meet increased costs; 2) amend the Project scope to reduce costs; or 3) if neither of those options are successful within six (6) months after June 30, 2029 terminate the Project and the City shall repay the State grant (and any additional funding sources that require repayment) based on the terms required by the State Grant Agreement and all other funding agreements. In such event, this Agreement is terminated without liability to either Party.

8.6 Phase Independence. The completion or termination of Phase 1 shall not obligate the Parties to proceed with Phase 2. Termination of Phase 2 shall not affect the validity or completion of Phase 1, provided Phase 1 has been completed in accordance with this Agreement.

ARTICLE IX
MISCELLANEOUS

9.1 Conflicts of Interest. No member of the governing body of Sanneh shall have any financial interest, direct or indirect, in this Agreement or any contract, agreement, or other transaction contemplated to occur or be undertaken to effect the purpose of this Agreement.

9.2 Notices and Demands. Any notice under this Agreement by either Party to the other shall be sufficiently given when it is sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to:

THE Sanneh FOUNDATION
1276 University Ave West
St. Paul, MN 55104
ATTN: Tony Sanneh, Founder and CEO
Email: tsanneh@thesannehfoundation.org

CITY OF SAINT PAUL
Parks and Recreation
West 4th Street, Ste. 400
Saint Paul, Minnesota 55102
Attn: Director Andy Rodriguez
Email:Andy.Rodriguez@ci.stpaul.mn.us

9.3 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota and any litigation will be venued in the Ramsey County District Court.

9.4 Independent Contractors. Nothing in this Agreement is intended to or should be construed as creating a joint venture or partnership among or between the Parties.

9.5. Assignment. This Agreement may not be assigned without consent of the Parties and any attempt to assign it without consent will be void.

9.6 Counterparts. The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute on instrument.

9.7 Electronic Signatures. The Parties agree that the electronic signature of a Party to this Agreement shall be a valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to it) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

In Witness Whereof Parties have caused this Agreement to be duly executed on the date first written above.

CITY OF SAINT PAUL

_____
Mayor

_____
Director of Parks and Recreation

_____
Director of Finance

_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

THE SANNEH FOUNDATION

_____
Tony Sanneh, Founder and CEO

Exhibits

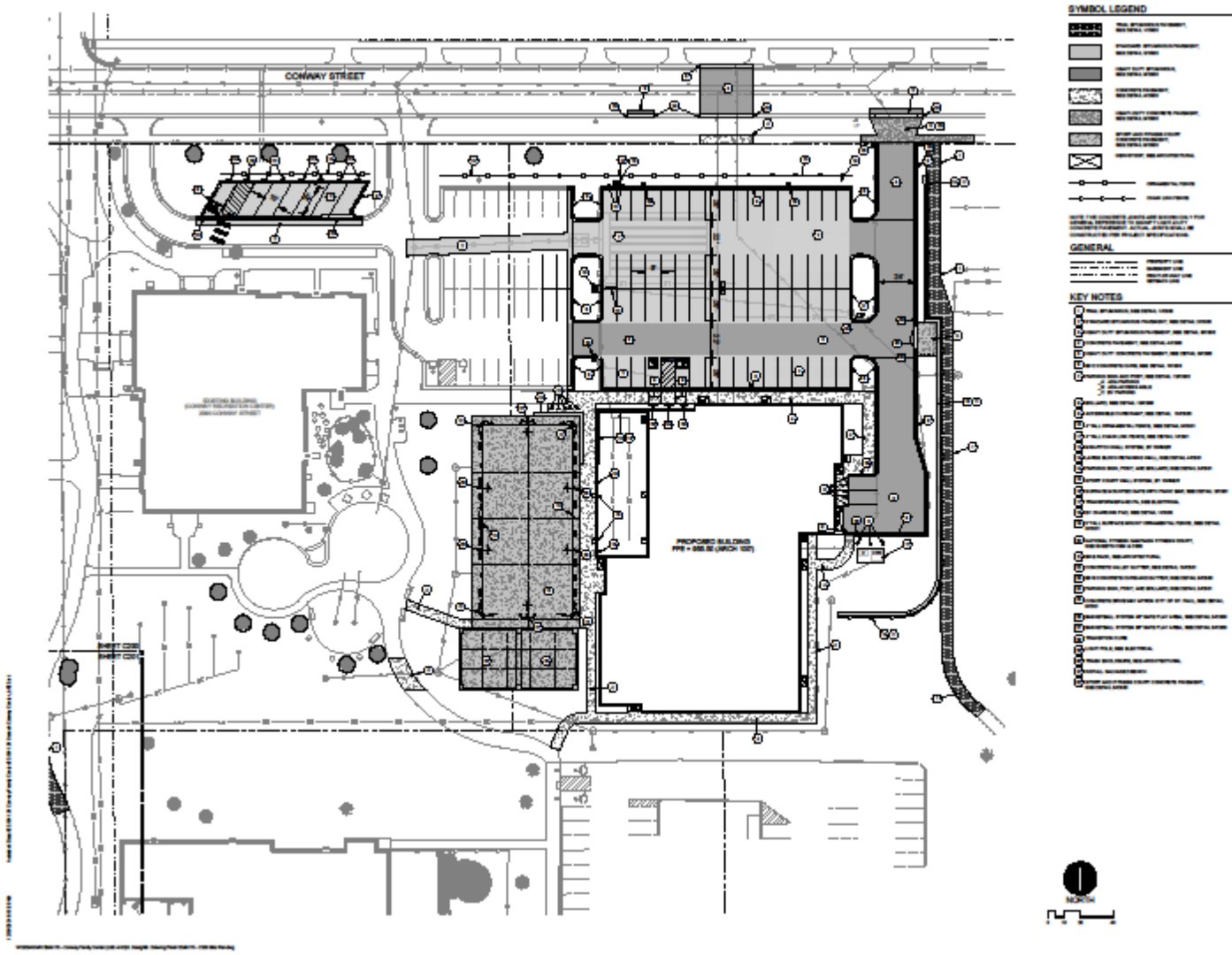
All plans, budgets, and descriptions shall clearly distinguish between Phase 1 and Phase 2, including separate cost estimates and scopes of work for each phase.

Exhibit A – Project Design
Exhibit B – Project Budget

Conway Family Center
Development Budget
Location:
Building Square Footage

Development Budget	Measure	Cost Basis	Original Budget
Construction (Hard Costs)			
Construction (Phases 1 & 2)			9,954,718.00
Subtotal Construction			9,954,718.00
Professional Fees			
Architecture & Engineering			736,900.00
Signage Consultant			15,000.00
Childcare Consultant			20,000.00
Kitchen Consultant			20,000.00
B3 Consultant (Dunham)			27,300.00
A&E Reimbursables			10,000.00
Environmental Consultants			2,400.00
Environmental Remediation			
Legal (Project)			50,000.00
TBD			
Subtotal Professional Fees			881,600.00
Project Financing Fees and Costs			
Property Surveys			8,000.00
Geotechnical			25,550.00
SAC/WAC fees	Allowance		100,000.00
Title, Recording, Loan Policy			15,000.00
Construction Escrow Fees			
Lender Construction Interest			
Lender Inspecting Architect			
Legal fees for Financing			
Subtotal Project Financing Fees and Costs			148,550.00
Miscellaneous			
Real Estate Taxes			
Holding Costs			
Insurance-Builder's Risk			149,320.77
Moving Expenses			25,000.00
Interest Reserve			
Subtotal Miscellaneous			174,320.77
Developer/Project Management			
Staff Fee			
Project Manager/Owner's Rep	Retainer		100,000.00
Subtotal Developer/Project Management			100,000.00
Furnishings and Equipment			
Security System			75,000.00
Mural			200,000.00
Childcare Play Ground			100,000.00
FF&E (All uses)			250,000.00
Subtotal Furnishings and Equipment			625,000.00
Subtotal Development Cost			11,884,188.77
Project Contingency	5% for New Construction		594,209.44
Design Contingency	5% for New Construction		594,209.44
TOTAL DEVELOPMENT COST			13,072,607.65

Exhibit C – Property


CONWAY STREET
SYMBOL LEGEND
GENERAL
KEY NOTES
NORTH