

## FIRE SUPPRESSION GRANT AGREEMENT

THIS FIRE SUPPRESSION GRANT AGREEMENT (“**Agreement**”), dated this \_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), is entered into by and between the owners of El Pollo Loco, LLC, located at 4755 University Ave NE (the “**Grantee**”), and the Columbia Heights Economic Development Authority (the “**EDA**”).

### RECITALS

WHEREAS, Grantee is the owner of certain Property located at 4755 University Ave NE in the City of Columbia Heights (the “**City**”), Anoka County, Minnesota, and legally described in Exhibit A hereto (the “**Property**”);

WHEREAS, the EDA has instituted a Fire Suppression Grant Program (the “**Program**”) for the purpose of revitalizing existing commercial spaces, increasing business vitality, and bolstering public safety;

WHEREAS, as part of the Program, the EDA has proposed to make grants of money in the maximum amount of Fifty Thousand Dollars (\$50,000.00) per parcel of real property, to property owners, tenants, or nonprofit organizations, in order to promote safety, attract new businesses, and revitalize commercial buildings within the City; and

WHEREAS, Grantee desires to participate in the Program, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Fire Suppression Improvements: Grantee agrees to complete the fire suppression improvements at the Property that are identified on Exhibit B attached hereto (the “**Improvements**”), subject to the following terms and conditions:
  - a. Grantee shall provide plans and specifications to the EDA, detailing the Improvements to be completed (the “**Plans**”). If Grantee wishes to revise the Plans, Grantee must submit the revised Plans to the EDA at the address provided herein. The EDA shall give written notice of its approval or disapproval of the revisions to the Plans, and if the EDA does not give such written approval or disapproval within thirty (30) business days after receipt of Grantee’s revised Plans, the EDA shall be deemed to have approved the revisions to the Plans.
  - b. The Improvements shall be constructed consistently with the Plans, as the same may be revised pursuant to Section 1(a) herein. The cost to complete construction of the Improvements shall be defined as the “**Improvement Costs**.” The Improvements shall be completed in a first-class manner, consistent with the Plans, if any, and in compliance with all applicable laws,

rules, and regulations. Grantee shall obtain all required permits and approvals from the City and any other governing authority with jurisdiction over the Property related to the construction of the Improvements. The out-of-pocket costs for such permitting and approvals shall be the responsibility of Grantee, provided the same shall be included in the definition of "Improvement Costs," and subject to the provisions of Section 2 of this Agreement.

- c. Grantee agrees to commence the Improvements within sixty (60) days following the signing of the Agreement, and to complete the Improvements within ten (10) months but may request a six (6) month extension provided there is demonstrated hardship.
2. Payment of Grant Funds: Grantee shall be responsible for making initial payment to all contractors involved in the construction of the Improvements. Upon final completion of the Improvements, Grantee shall make a written request to the EDA for reimbursement of one-half (1/2) of the actual Improvement Costs incurred by Grantee, but in no event shall the reimbursement exceed Fifty Thousand Dollars (\$50,000.00). The written request shall include:
- a. Proof of all inspections of the Improvements by the City Building Official and Fire Department;
  - b. Before and after photographs of Improvements made (as well as follow-up transmission of electronic files of such photographs), and reflecting that the Improvements were completed consistently with any approved Plans;
  - c. A copy of the final invoice(s) received from the licensed fire protection contractor(s) who completed the Improvements;
  - d. Proof of payment of invoice(s) that comprised the Improvement Costs; and
  - e. Copies of all applicable permit(s).

Following Grantee's written request for reimbursement, Grantee shall cooperate with the EDA in delivering to the EDA such follow-up information as is reasonably requested by the EDA in order to review the Improvements and Improvement Costs reimbursement request. Within twenty-one (21) days following receipt of Grantee's written request for reimbursement of Improvement Costs, the EDA shall: (i) make payment of the reimbursement, (ii) send Grantee written explanation of such other items of information as are needed by the EDA to evaluate the reimbursement request, or (iii) send Grantee written explanation of the EDA's reasons for denial of repayment of any of Grantee's requested reimbursement.

3. Liability for Improvements: Neither the City nor the EDA shall in any event be liable to the Grantee, nor to any of its agents, employees, guests or invitees at the Property for, and the Grantee shall indemnify, save, defend, and hold harmless the City and the EDA from, any claims or causes of action, including attorney's fees incurred by the City or the EDA, arising from defect or claimed defect of any of the Improvements, or arising from any action of the City or the EDA under this Agreement. This section shall survive the termination or expiration of this Agreement.

4. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

<u>If to the EDA:</u>  Columbia Heights EDA Community Development Department 3989 Central Ave NE Columbia Heights, MN 55421	<u>If to Grantee:</u>  El Pollo Loco, LLC Attn: Julio Orellana and Johanna Espinoza 4755 University Ave NE Columbia Heights, MN 55421
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5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the subject matter contained herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

*[Signatures to Appear on Following Page]*

IN WITNESS WHEREOF, Grantee and the EDA have signed this Agreement as of the day and year first above written.

**GRANTEE:**

EL POLLO LOCO, LLC / 4755  
UNIVERSITY AVE NE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EDA:**

COLUMBIA HEIGHTS ECONOMIC  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 29 & 30, BLK 21, ROSLYN PARK EX RD; SUBJ TO EASE OF REC

## **EXHIBIT B**

### **PROPERTY IMPROVEMENTS SUBJECT TO A 50% REIMBURSEMENT**

This attachment contains a summary of the project identified in the application for the Fire Suppression Grant Program. The summary reflects the Grantee's proposed project as approved by the EDA on March 2<sup>nd</sup>, 2026, and may reflect minor changes to the total cost and minor changes in the proposed project that occurred subsequent to application submission. The application is incorporated into this grant agreement by reference and is made a part of this grant agreement as follows. If the application or any provision in this application conflicts with or is inconsistent with other provisions of this agreement or the project summary contained in this Exhibit B, the terms and descriptions contained in this grant agreement and the project summary shall prevail.

Project summary: Design and install a fire suppression system to cover the entire building, at the cost of \$51,863.00.