



118 Central Avenue North, New Prague, MN 56071
phone: 952-758-4401 fax: 952-758-1149

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SATISFACTION OF SCDP HOUSING REPAYMENT AGREEMENT
DATE: AUGUST 28, 2024

In 2010, LeSueur County was awarded a Small Cities grant for funds to use in the rehabilitation of 20 owner occupied homes in four cities within LeSueur County. New Prague was one of the four cities selected with the stipulation that inclusion in the program meant that the City had to utilize \$80,000 of existing Small Cities income to loan out to the 20 housing projects throughout the county. With each of the 20 housing projects we have a recorded repayment agreement for the portion of the City's funds that they were loaned (\$4,000 was loaned to each of the 20 projects). The terms of the agreement are that the grantee must repay the loan in full if the house is sold within 10 years from the date of the agreement and that if the 10 years expires that the loan is forgiven. The repayment agreement is a lien on the property.

The power of attorney for Richard Childs, the owner of 105 Highway 60 E., Elysian, contacted the City requesting a satisfaction document from the City that the terms of the repayment agreement have been completed. As outlined in the agreement, April 29, 2021 was the last day the agreement was in effect. Title companies are requiring satisfaction documents for these agreements prior to sales even if the terms have expired.

Attached is a "Satisfaction of Repayment Agreement" document that should be approved and will be recorded by the property owner or their title company at their own expense.

Recommendation

Council approval of the attached "Satisfaction of Repayment Agreement" for the SCDP Housing Repayment Agreement with Richard Childs.

Attachments:

1. Satisfaction of Repayment Agreement
2. SCDP Housing Repayment Agreement

SATISFACTION OF REPAYMENT AGREEMENT

THAT CERTAIN REPAYMENT AGREEMENT with the City of New Prague, under the laws of the State of Minnesota, dated April 29, 2011, executed by Richard Childs, as the grantee, to the City of New Prague, as the grantor, and filed for record August 18, 2011 as DOCUMENT NO. 376087, in the Office of the COUNTY RECORDER OF LESUEUR COUNTY, MINNESOTA, is with the indebtedness thereby secured, fully paid and satisfied.

By: _____
Its Mayor

By: _____
Its City Administrator

COUNTY OF SCOTT
STATE OF MINNESOTA

On the ____ day of _____ 2024, before me, a Notary Public with and for said County, personally appeared Duane J. Jirik, the Mayor and Joshua M. Tetzlaff, the City Administrator of the City of New Prague to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he/she executed the same as his/her free act and deed.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
KENNETH D. ONDICH
CITY OF NEW PRAGUE
118 CENTRAL AVE. N.
NEW PRAGUE, MN 56071
952-758-4401

Document # 376087

Office of County Recorder
Le Sueur County, MinnesotaI hereby certify that the within instrument
was filed in this office for record on
August 18, 2011 9:00 AM
Sharon J. Budin, Recorder

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SAB

EXEMPT MRT TAX PURSANT MS 298.06

City of New Prague
SCDP Housing Repayment Agreement

This transaction is exempt from Mortgage Registration Tax per MN Statute 298.06

THIS AGREEMENT, made and entered into this 29th day of April, 2011 by and between Richard Childs (hereinafter referred to as "Owner" or "Grantee"), and the City of New Prague having its principal office at 118 Central Avenue North, New Prague, Minnesota, 56071 (hereinafter referred to as "City" or "Grantor").

WHEREAS, on April 29, 2011, the Grantor agreed to grant to Owner a rehabilitation Deferred Payment Loan (hereinafter referred as "Deferred Loan," relating to the real estate hereinafter described, in the amount of Four Thousand Dollars (\$4,000.00), but only on condition that Owner executes this Agreement.

NOW THEREFORE, in consideration of the said Deferred Loan, the parties do hereby agree as follows:

1. Owner covenants and agrees with the City that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the Owner is living or by reason of death of the Owner, or if the property is no longer the Owner's principal place of residence:
 - (a) That if the Owner sells, transfers or otherwise conveys real estate hereinafter described, or no longer maintains the property as the principal place of residence, within a period of ten (10) years from the date of the grant to wit: the **29th day of April 2011**, he shall repay to Grantor a sum equal to the full amount of the grant as set forth above or as negotiated and approved by the SCDP project approval committee.
 - (b) Any such repayment shall be made to the City no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as City, in its sole discretion, may designate.
 - (c) That if the Owner sells, transfers, or otherwise conveys the real estate hereinafter described, or moves out so that the property is no longer the Owner's principal place of

residence within the eleventh (11th) year after receipt of the grant, or any time thereafter, the Owner shall repay to the Grantor zero percent (0%) of the amount of the grant, and will be under no further financial obligation to the Grantor.

2. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and the City shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in Elysian, Minnesota and is legally described as:

Lot One (1), Block Twenty-One (21), City of Elysian, formerly Logan, less Highway right-of-way, LeSueur County, Minnesota.

3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), or after the date at which the property is no longer the Owner's principal place of residence, Owner or his heirs, executors or representatives, shall give the City notice thereof.
4. In the event Owner or his heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the City may, with or without notice to Owner, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.
5. Said lien shall terminate and shall be of no further force or effect in the event the City has not, within ten (10) years from the date of this Agreement, commenced an action in the aforesaid manner to foreclose the same.
6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

(signature page follows)

376087

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Richard Childs
Richard Childs

City of New Prague

By: Charles L. Nickolay
Charles L. Nickolay, Mayor

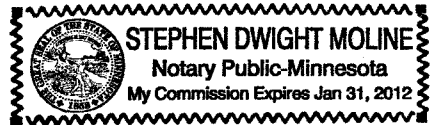
By: Michael J. Johnson
Michael J. Johnson, City Administrator

STATE OF MINNESOTA)

COUNTY OF LE SUEUR)

On this 29th day of April, 2011, before me, a Notary Public within and for said County, personally appeared Richard Childs, to me known to be the persons described in and who executed the foregoing instrument and acknowledging that he/she/they executed the same as his/her/their free act and deed.

Stephen D. Moline, Notary Public



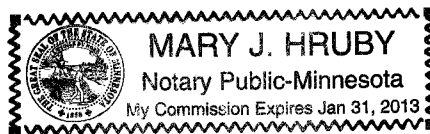
The following short form certificates of notarial acts are sufficient for the purposes indicated, if completed with the information required by section 358.47 sub section (a):

For an acknowledgment in a representative capacity:

State of Minnesota)
County of Le Sueur)

This instrument was acknowledged before me on the 4th day of May, 2011, Michael J. Johnson, City Administrator of New Prague, Minnesota.

Seal if any:



Mary J. Hruby
Signature of notarial officer

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO LE SUEUR COUNTY.

This document drafted by: Pettipiece & Associates LLC
PO Box 4173
Mankato, MN 56002-4173