

# City of South St. Paul Housing and Redevelopment Authority Agenda Special Meeting

Monday, April 5, 2021

*Immediately Following the Conclusion of the Meeting of the South St. Paul Economic  
Development Authority*

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. AGENDA:**

*A. Approval of Agenda*

*Action – Motion to Approve*

*Action – Motion to Approve as Amended*

**4. CONSENT AGENDA:**

*All items listed on the Consent Agenda are items which are considered routine by the Economic Development Authority and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner or citizen so requests, in which event the item will be removed from the consent agenda and considered at the end of the Consent Agenda.*

A. Approval of Minutes – Special Meeting – January 19, 2021

B. Amending Loan Documents for MHFA Financing at the John Carroll Building

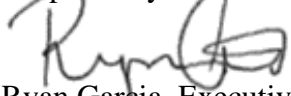
i. 1999 ARIF Loan Program

ii. 1999 HTF Loan Program

iii. 2016 POHP Loan Program

**5. ADJOURNMENT:**

Respectfully Submitted,



Ryan Garcia, Executive Director

HOUSING AND REDEVELOPMENT AUTHORITY  
OF THE CITY OF SOUTH ST. PAUL

BOARD OF COMMISSIONERS  
MINUTES  
SPECIAL MEETING  
MARCH 1, 2021

The Special Meeting of the Housing and Redevelopment Authority of the City of South St. Paul was held on March 1, 2021 in the South St. Paul City Council Chambers, and was also open via WebEx, pursuant to **Minn. Stat. 13D.021**. Chairperson Seaberg called the meeting to order at 9:58 P.M.

The following Commissioners were present: Sharon Dewey, Pam Bakken, Todd Podgorski, Jimmy Francis, Lori Hansen, Joe Kaliszewski and Chair Tom Seaberg.

Staff was represented by: Executive Director Ryan Garcia, Joel Hanson, City Administrator, and Peter Mikhail, City Attorney.

APPROVAL OF AGENDA

It was moved by Commissioner Hansen and seconded by Commissioner Dewey to approve the agenda as presented. Motion carried.

CONSENT AGENDA

It was moved by Commissioner Kaliszewski and seconded by Commissioner Hansen to approve the Consent Agenda as follows:

- A. Approval of Minutes – Special Meeting – January 19, 2021
- B. Amending Resolution 2019-3326 – Resolution 2021 - 3337

Motion carried            7 ayes / 0 Nays

HRA Special Meeting Minutes

March 1, 2021

Page 2 of 2

ADJOURNMENT

There being no further business to come before the Board it was moved by Commissioner Francis and seconded by Commissioner Dewey to adjourn. Chairperson Seaberg declared the meeting adjourned at 10:01 PM.

Respectfully submitted,

\_\_\_\_\_  
Joe Kaliszewski, Secretary

\_\_\_\_\_  
Tom Seaberg, Chairperson

Dated: April 5, 2021



## HRA Agenda Report

Date: April 5, 2021

HRA Executive Director:           Rg          

4-B

**Agenda Item: Amending Loan Documents for MHFA Financing at the John Carroll Building**

**Action to be considered:** Through consent, motion to approve Amendments to Loan Documents for various loans received from the Minnesota Housing Finance Agency for improvements to the John Carroll Building, 300 Grand Avenue West.

**Overview:**

In the course of conducting title research related to “The Yards” development, the Title Company and Developer’s attorney have raised several objections to title that need to be addressed prior to closing. One issue has to do with MHFA financing for the John Carroll building and associated loan documents showing up on Torrens Certificates for one or more of the parcels being conveyed for “the Yards”. Staff has worked with MHFA to “clean up” this title issue by amending various loan documents. The amendments are attached and require execution by the Chair and Secretary of the HRA.

**Source of Funds:** N/A

**ATTACHMENTS:**

Loan Amendment Documents

FOR USE BY FILING OFFICER ONLY

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**Minnesota Housing Finance Agency**

**AMENDMENT TO  
MORTGAGE LOAN DOCUMENTS  
AND  
RELEASE OF REAL ESTATE**

**THIS AMENDMENT** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota, a public body corporate and politic of the City of South St. Paul, ("Borrower") and Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("Lender").

**RECITALS**

A. Lender previously provided Borrower with financing in the original principal amount of \$105,980.00 to assist it in the construction, and/or rehabilitation of a multifamily rental housing development for persons of low and moderate income on the real property described in **Exhibit A** attached hereto, further identified as MHFA Development No. D2514 (the "Development").

B. In conjunction with the financing, Borrower and Lender (the "Parties") entered into the following Affordable Rental Investment Fund Program documents (the "Original Loan Documents"):

1. Combination Mortgage, Security Agreement, and Fixture Financing Statement dated September 20, 1999 and recorded October 15, 1999, in the office of the County Recorder and Registrar of Titles for Dakota County as Document No. 408918 (Torrens) and 1646329 (Abstract).

2. Regulatory Agreement dated September 20, 1999 and recorded October 15, 1999, in the Office of the County Recorder and Registrar of Titles for Dakota County as Document Nos. 408919 (Torrens) and 1646330 (Abstract).

3. Assignment of Rents and Leases dated September 20, 1999 and recorded October 15, 1999, in the Office of the County Recorder and Registrar of Titles for Dakota County as Document Nos. 408920 (Torrens) and 1646331 (Abstract).

4. Request for Notice of Foreclosure dated September 20, 1999 and recorded October 15, 1999, in the Office of the County Recorder and Registrar of Titles for Dakota County as Document Nos. 408921 (Torrens) and 1646332 (Abstract).

C. The Parties wish to modify and amend the Original Loan Documents as set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree to amend the Original Loan Documents as follows:

1. Any reference to a Legal Description as referenced in Exhibit A shall be replaced with the Legal Description as referenced in Exhibit A-1 attached to this Amendment.
2. The real estate described on Exhibit A-2 to this Amendment is expressly released and no longer subject to the Original Loan Documents.
3. Except as modified in this Amendment, all of the terms and conditions contained in the Original Loan Documents remain in full force and effect.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)



**LENDER:**

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
James Lehnhoff  
Assistant Commissioner, Multifamily

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by James Lehnhoff, Assistant Commissioner, Multifamily of the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of the Agency.

\_\_\_\_\_  
(Notary Public)

THIS INSTRUMENT WAS DRAFTED BY:  
Minnesota Housing Finance Agency  
400 Wabasha Street, Suite 400  
St. Paul, Minnesota 55102-1109

THIS DOCUMENT IS A MORTGAGE AMENDMENT,  
AS DEFINED IN MINNESOTA STATUTES SECTION 287.01,  
AND AS SUCH IS EXEMPT FROM MORTGAGE  
REGISTRATION TAX PURSUANT TO  
MINNESOTA STATUTES SECTION 287.04(H).



**Exhibit A**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

All that part which is encompassed within the following described tract of land, to-wit:

Commencing at the Southeasterly corner of Lot 24, Block 4, Stockyards Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul; thence North 26 degrees 57 minutes 50 seconds West, bearing assumed, along the Northeasterly lines of said Block 4, Stockyards Rearrangement and Block 2, Union Addition, a distance of 815.00 feet to the point of beginning of the tract of land to be described; thence North 86 degrees 57 minutes 50 seconds West a distance of 230.76 feet; thence South 3 degrees 02 minutes 10 seconds West a distance of 186.00 feet; thence South 86 degrees 57 minutes 50 seconds East a distance of 338.15 feet to the intersection with said Northeasterly line of Block 2, Union Addition; thence North 26 degrees 57 minutes 50 seconds West, along said Northeasterly line, a distance of 214.77 feet to the point of beginning.

(Torrens)

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot 7, block 9 of said Stockyards Rearrangement; thence North 26°34'14" West along the Southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the Westerly line of Lot 1 of said Block 9; thence bearing North along the West line of said Lot 1 and along the Westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the Westerly line of said Lot 59; thence North 26°38'50" West along the Southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North 63°21'10" East a distance of 214.00 feet; thence South 22°49'14" East a distance of 125.93 feet; thence South 45°10'46" West a distance of 79.48 feet; thence South 2°10'46" West a distance of 50.12 feet; thence South 15°49'14" East a distance of 55.34 feet; thence South 33°49'14" East a distance of 59.54 feet; thence South 53°34'14" East a distance of 56.64 feet; thence South 26°34'14" East parallel with the Northeasterly line of Block 5, Stockyards Rearrangement, to its Intersection with the Southeasterly line of Lot 4 of said Block 5; thence South 63°25'46" West along the Southeasterly line of said Lot 4, Block 5 and along the Southwesterly extension of said Southeasterly line of Lot 4, Block 5 and along the

Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

(Abstract)

**Exhibit A-1**  
**LEGAL DESCRIPTION**

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot 7, block 9 of said Stockyards Rearrangement; thence North  $26^{\circ}34'14''$  West along the Southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the Westerly line of Lot 1 of said Block 9; thence bearing North along the West line of said Lot 1 and along the Westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the Westerly line of said Lot 59; thence North  $26^{\circ}38'50''$  West along the Southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North  $63^{\circ}21'10''$  East a distance of 214.00 feet; thence South  $22^{\circ}49'14''$  East a distance of 125.93 feet; thence South  $45^{\circ}10'46''$  West a distance of 79.48 feet; thence South  $2^{\circ}10'46''$  West a distance of 50.12 feet; thence South  $15^{\circ}49'14''$  East a distance of 55.34 feet; thence South  $33^{\circ}49'14''$  East a distance of 59.54 feet; thence South  $53^{\circ}34'14''$  East a distance of 56.64 feet; thence South  $26^{\circ}34'14''$  East parallel with the Northeasterly line of Block 5, Stockyards Rearrangement, to its Intersection with the Southeasterly line of Lot 4 of said Block 5; thence South  $63^{\circ}25'46''$  West along the Southeasterly line of said Lot 4, Block 5 and along the Southwesterly extension of said Southeasterly line of Lot 4, Block 5 and along the Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

Abstract Property

**Exhibit A-2**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

All that part which is encompassed within the following described tract of land, to-wit:

Commencing at the Southeasterly corner of Lot 24, Block 4, Stockyards Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul; thence North 26 degrees 57 minutes 50 seconds West, bearing assumed, along the Northeasterly lines of said Block 4, Stockyards Rearrangement and Block 2, Union Addition, a distance of 815.00 feet to the point of beginning of the tract of land to be described; thence North 86 degrees 57 minutes 50 seconds West a distance of 230.76 feet; thence South 3 degrees 02 minutes 10 seconds West a distance of 186.00 feet; thence South 86 degrees 57 minutes 50 seconds East a distance of 338.15 feet to the intersection with said Northeasterly line of Block 2, Union Addition; thence North 26 degrees 57 minutes 50 seconds West, along said Northeasterly line, a distance of 214.77 feet to the point of beginning.

(Torrens)

FOR USE BY FILING OFFICER ONLY

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**Minnesota Housing Finance Agency**

**AMENDMENT TO  
MORTGAGE LOAN DOCUMENTS  
AND  
RELEASE OF REAL ESTATE**

**THIS AMENDMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota, a public body corporate and politic of the City of South St. Paul, ("Borrower") and Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("Lender").

**RECITALS**

A. Lender previously provided Borrower with financing in the original principal amount of \$106,000.00 to assist it in the construction, and/or rehabilitation of a multifamily rental housing development for persons of low and moderate income on the real property described in **Exhibit A** attached hereto, further identified as MHFA Development No. D2514 (the "Development").

B. In conjunction with the financing, Borrower and Lender (the "Parties") entered into the following Housing Trust Fund Program Deferred Loan Repayment Agreement and Mortgage dated September 20, 1999 and recorded October 15, 1999, in the office of the County Recorder and Registrar of Titles for Dakota County as Document Nos. 408922 (Torrens) and 1646333 (Abstract) (the "Mortgage").

C. The Parties wish to modify and amend the Mortgage as set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree to amend the Mortgage as follows:

1. Paragraph 5 is deleted in its entirety and replaced with the following:
  5. As Security for the Borrower's personal covenant and obligation for repayment as herein provided, and subject to the terms and conditions of this Agreement,

Borrower hereby grants, and the Lender shall and hereby does have, a mortgage lien on Borrower's interest in the real estate hereinafter described, together with all hereditaments and appurtenances thereto, in the full amount necessary to satisfy such repayment obligation and the cost, included reasonable attorney's fees, of collecting the same. The said real estate subject to said mortgage lien is situated in Dakota County, Minnesota, and is legally described as follows:

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot 7, block 9 of said Stockyards Rearrangement; thence North 26°34'14" West along the Southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the Westerly line of Lot 1 of said Block 9; thence bearing North along the West line of said Lot 1 and along the Westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the Westerly line of said Lot 59; thence North 26°38'50" West along the Southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North 63°21'10" East a distance of 214.00 feet; thence South 22°49'14" East a distance of 125.93 feet; thence South 45°10'46" West a distance of 79.48 feet; thence South 2°10'46" West a distance of 50.12 feet; thence South 15°49'14" East a distance of 55.34 feet; thence South 33°49'14" East a distance of 59.54 feet; thence South 53°34'14" East a distance of 56.64 feet; thence South 26°34'14" East parallel with the Northeasterly line of Block 5, Stockyards Rearrangement, to its Intersection with the Southeasterly line of Lot 4 of said Block 5; thence South 63°25'46" West along the Southeasterly line of said Lot 4, Block 5 and along the Southwesterly extension of said Southeasterly line of Lot 4, Block 5 and along the Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

#### Abstract Property

To have and to hold the mortgages property unto the Lender, its successors and assigns, in the case of the leasehold premises, for and during all the rest, residue and remainder of the terms of years yet to come and unexpired in the Lease, and any renewals or extensions thereof, and, in the case of the fee premises, to have and to hold the same, together with the tenements, hereditaments and appurtenances unto the Lender, its successors and assigns, in fee simple, forever.

2. The real estate described on Exhibit A-1 attached to this Amendment is expressly released and no longer subject to the Mortgage.

3. Except as modified in this Amendment, all of the terms and conditions contained in the Original Loan Documents remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first written above.

**BORROWER:**

**HOUSING AND REDEVELOPMENT  
AUTHORITY OF THE CITY OF SOUTH ST.  
PAUL, MINNESOTA**

a public body corporate and politic of the City of South Saint Paul

By: \_\_\_\_\_  
Thomas Q. Seaberg, Chair

By: \_\_\_\_\_  
Joe Kaliszewski, Secretary

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Thomas Q. Seaberg, the Chair of the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota, a public body corporate and politic of the City of South Saint Paul, on behalf of the Authority.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Joe Kaliszewski, the Secretary of the Housing and Redevelopment Authority of the City of South St. Paul, Minnesota, a public body corporate and politic of the City of South Saint Paul, on behalf of the Authority.

\_\_\_\_\_  
Notary Public



**LENDER:**

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
James Lehnhoff  
Assistant Commissioner, Multifamily

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by James Lehnhoff, Assistant Commissioner, Multifamily of the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, on behalf of the Agency.

\_\_\_\_\_  
(Notary Public)

THIS INSTRUMENT WAS DRAFTED BY:  
Minnesota Housing Finance Agency  
400 Wabasha Street, Suite 400  
St. Paul, Minnesota 55102-1109

THIS DOCUMENT IS A MORTGAGE AMENDMENT,  
AS DEFINED IN MINNESOTA STATUTES SECTION 287.01,  
AND AS SUCH IS EXEMPT FROM MORTGAGE  
REGISTRATION TAX PURSUANT TO  
MINNESOTA STATUTES SECTION 287.04(H).

**Exhibit A**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

All that part which is encompassed within the following described tract of land, to-wit:

Commencing at the Southeasterly corner of Lot 24, Block 4, Stockyards Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul; thence North 26 degrees 57 minutes 50 seconds West, bearing assumed, along the Northeasterly lines of said Block 4, Stockyards Rearrangement and Block 2, Union Addition, a distance of 815.00 feet to the point of beginning of the tract of land to be described; thence North 86 degrees 57 minutes 50 seconds West a distance of 230.76 feet; thence South 3 degrees 02 minutes 10 seconds West a distance of 186.00 feet; thence South 86 degrees 57 minutes 50 seconds East a distance of 338.15 feet to the intersection with said Northeasterly line of Block 2, Union Addition; thence North 26 degrees 57 minutes 50 seconds West, along said Northeasterly line, a distance of 214.77 feet to the point of beginning.

(Torrens)

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot 7, block 9 of said Stockyards Rearrangement; thence North 26°34'14" West along the Southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the Westerly line of Lot 1 of said Block 9; thence bearing North along the West line of said Lot 1 and along the Westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the Westerly line of said Lot 59; thence North 26°38'50" West along the Southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North 63°21'10" East a distance of 214.00 feet; thence South 22°49'14" East a distance of 125.93 feet; thence South 45°10'46" West a distance of 79.48 feet; thence South 2°10'46" West a distance of 50.12 feet; thence South 15°49'14" East a distance of 55.34 feet; thence South 33°49'14" East a distance of 59.54 feet; thence South 53°34'14" East a distance of 56.64 feet; thence South 26°34'14" East parallel with the Northeasterly line of Block 5, Stockyards Rearrangement, to its Intersection with the Southeasterly line of Lot 4 of said Block 5; thence South 63°25'46" West along the Southeasterly line of said Lot 4, Block 5 and along the Southwesterly extension of said Southeasterly line of Lot 4, Block 5 and along the

Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

(Abstract)

**Exhibit A-1**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

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(Torrens)

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**Minnesota Housing Finance Agency**

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**RECITALS**

A. Lender previously provided Borrower with financing in the original principal amount of \$247,930.00 to assist it in the construction, and/or rehabilitation of a multifamily rental housing development for persons of low and moderate income on the real property described in **Exhibit A** attached hereto, further identified as MHFA Development No. D2514 (the "Development").

B. In conjunction with the financing, Borrower and Lender (the "Parties") entered into the following Publicly Owned Housing Program (Public Housing) documents (the "Original Loan Documents"):

1. Declaration of Covenants, Conditions and Restrictions dated December 19, 2016 and recorded January 17, 2017, in the office of the County Recorder and Registrar of Titles for Dakota County as Document No. 3172339 (Abstract) and 772430 (Torrens).

2. General Obligation Bonds Declaration dated December 19, 2016 and recorded January 17, 2017, in the office of the County Recorder and Registrar of Titles for Dakota County as Document No. 3172338 (Abstract) and 772429 (Torrens).

C. The Parties wish to modify and amend the Original Loan Documents as set forth in this Agreement.

**NOW, THEREFORE**, the Parties agree to amend the Original Loan Documents as follows:

1. Any reference to a Legal Description as referenced in Exhibit A shall be replaced with the Legal Description as referenced in Exhibit A-1 attached to this Amendment.
2. The real estate described on Exhibit A-2 attached to this Amendment is expressly released and no longer subject to the Original Loan Documents.
3. Except as modified in this Amendment, all of the terms and conditions contained in the Original Loan Documents remain in full force and effect.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)







**Exhibit A**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

All that part which is encompassed within the following described tract of land, to-wit:

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(Torrens)

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Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

(Abstract)

**Exhibit A-1**  
**LEGAL DESCRIPTION**

That part of Union Addition and Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot 7, block 9 of said Stockyards Rearrangement; thence North  $26^{\circ}34'14''$  West along the Southwesterly line of said Block 9, a distance of 276.01 feet to the angle point in the Westerly line of Lot 1 of said Block 9; thence bearing North along the West line of said Lot 1 and along the Westerly line of Lots 55, 56, 57, 58 and 59, Block 3 of said Union Addition a distance of 158.88 feet to the angle point in the Westerly line of said Lot 59; thence North  $26^{\circ}38'50''$  West along the Southwesterly line of said Block 3, Union Addition a distance of 112.00 feet; thence North  $63^{\circ}21'10''$  East a distance of 214.00 feet; thence South  $22^{\circ}49'14''$  East a distance of 125.93 feet; thence South  $45^{\circ}10'46''$  West a distance of 79.48 feet; thence South  $2^{\circ}10'46''$  West a distance of 50.12 feet; thence South  $15^{\circ}49'14''$  East a distance of 55.34 feet; thence South  $33^{\circ}49'14''$  East a distance of 59.54 feet; thence South  $53^{\circ}34'14''$  East a distance of 56.64 feet; thence South  $26^{\circ}34'14''$  East parallel with the Northeasterly line of Block 5, Stockyards Rearrangement, to its Intersection with the Southeasterly line of Lot 4 of said Block 5; thence South  $63^{\circ}25'46''$  West along the Southeasterly line of said Lot 4, Block 5 and along the Southwesterly extension of said Southeasterly line of Lot 4, Block 5 and along the Southeasterly line of Lot 7, Block 9 of said Stockyards Rearrangement a distance of 200.00 feet to the point of beginning.

Abstract Property

**Exhibit A-2**  
**LEGAL DESCRIPTION**

Lots Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51) and Fifty-two (52) in Block Three (3) of Union Addition to South St. Paul, Dakota Co., Minn., according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State;

Excepting therefrom,

All that part which is encompassed within the following described tract of land, to-wit:

Commencing at the Southeasterly corner of Lot 24, Block 4, Stockyards Rearrangement of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of South St. Paul; thence North 26 degrees 57 minutes 50 seconds West, bearing assumed, along the Northeasterly lines of said Block 4, Stockyards Rearrangement and Block 2, Union Addition, a distance of 815.00 feet to the point of beginning of the tract of land to be described; thence North 86 degrees 57 minutes 50 seconds West a distance of 230.76 feet; thence South 3 degrees 02 minutes 10 seconds West a distance of 186.00 feet; thence South 86 degrees 57 minutes 50 seconds East a distance of 338.15 feet to the intersection with said Northeasterly line of Block 2, Union Addition; thence North 26 degrees 57 minutes 50 seconds West, along said Northeasterly line, a distance of 214.77 feet to the point of beginning.

(Torrens)