

**AMENDED AND RESTATED TAX INCREMENT PLEDGE AGREEMENT
HRA RESOLUTION 2017-004**

This Amended and Restated Tax Increment Pledge Agreement (the “Agreement”) is dated as of September 7, 2017; is by and between the City of Northfield, Minnesota (the “City”), and the Northfield Housing and Redevelopment Authority, Minnesota (the “HRA”); and provides as follows:

WHEREAS, at the request of the HRA, the City Council has adopted or is expected to adopt a resolution (the “Bond Resolution”) awarding the sale of the City’s \$465,000 Taxable General Obligation Tax Increment Refunding Bonds, Series 2017B, dated September 7, 2017 (the “Bonds”), to refund the City’s Taxable General Obligation Tax Increment Bonds, Series 2007D, the proceeds of which were used to refund the City’s General Obligation Taxable Tax Increment Bonds, Series 1999C (the “Series 1999C Bonds”) dated August 1, 1999 (the “Project”); and

WHEREAS, to provide funds sufficient for the timely payment of the debt service on the Bonds, it is necessary for the HRA and the City to enter into this Agreement; and

WHEREAS, each capitalized term which is used but not otherwise defined in this Agreement shall have the meaning given to that term in the Bond Resolution:

NOW, THEREFORE, in consideration of the covenants and agreements hereof between the City and the HRA, and pursuant to Minnesota Statutes, Section 469.178, Subdivision 2, the City and the HRA hereby agree as follows:

1. In order to pay the principal of and interest on the Bonds, when due, the HRA hereby pledges to the City, for deposit in the Debt Service Fund established by the Bond Resolution for the payment of the Bonds, and the HRA shall pay to the City, Available Tax Increments (hereinafter defined); provided that the amounts thereof payable hereunder shall not in any year exceed amounts necessary, together with other funds available for such purposes in said Debt Service Fund, to pay the principal of and interest on the Bonds, when due. As used in this Agreement, “Available Tax Increments” means tax increments that are derived by the HRA from its Presidential Commons Tax Increment Financing District (TIF District 1-1) within the Project and which are available for such purposes pursuant to applicable law; provided that the foregoing pledges and descriptions of Available Tax Increments are further made subject and junior in lien to all unpaid pledges or other outstanding commitments, if any, heretofore made for such tax increments. In discharging its obligations under this Agreement, the HRA expressly reserves the right to satisfy its obligations hereunder from year to year from such eligible other revenues, if any, as the HRA may deem in its discretion to be appropriate, desirable or necessary, as may be permitted by law.

2. An executed copy of this Agreement shall be filed with the County Auditors of Dakota and Rice Counties, Minnesota, as required by Minnesota Statutes, Section 469.178, Subdivision 2.

3. This Agreement shall become effective upon the actual issuance and delivery of the Bonds.

IN WITNESS WHEREOF, the City and the HRA have caused this Agreement to be duly approved and executed as of the day and year first above written.

CITY OF NORTHFIELD, MINNESOTA

By _____
Its Mayor

By _____
Its Clerk

**NORTHFIELD HOUSING AND
REDEVELOPMENT AUTHORITY**

By _____
Its Chair

By _____
Its Secretary