## REPAYMENT AGREEMENT

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ 2012, is by and between, Fogerty Arena, "The Ice House" a Minnesota non-profit corporation (hereinafter "Fogerty") and The City of Blaine, a Minnesota Municipal corporation (hereinafter "Blaine").

IN CONSIDERATION of the mutual terms and conditions contained herein, as well as the Confession of Judgment executed contemporaneously with this Agreement by Fogerty, the parties agree as follows:

- 1. <u>DEBT.</u> Fogerty acknowledges that it currently owes Blaine One Hundred Seventy-Five Thousand Dollars (\$175,000.00) as an agreed upon reimbursement to Blaine for a portion of the costs Blaine incurred in relocating a softball field to accommodate Fogerty's construction of a Curling Facility on Blaine's land. Fogerty has executed a Confession of Judgment acknowledging this debt and agreeing there is no dispute with such debt. Fogerty acknowledges that interest at the rate of five percent (5%) per annum will begin to accrue on January 1, 2019. Fogerty further acknowledges and confesses to such accrued interest between January 1, 2019 and the time such debt is paid off.
- 2. <u>PAYMENT.</u> Fogerty acknowledges that it currently owes Blaine One Hundred Seventy-Five Thousand Dollars (\$175,000.00) plus interest from January 1, 2019. Fogerty agrees that monthly payments in the minimum amount of One Thousand Dollars (\$1,000.00) will be due to Blaine beginning on January 1, 2016, pursuant to an amortization schedule to be agreed upon between the parties on or before December 31, 2015. Fogerty further agrees that the entire debt, plus interest from January 1, 2019, will be paid to Blaine on or before December 31, 2030.

Blaine agrees that all payments received will be applied first towards interest and then to the principal amount due.

3. <u>CONFESSION OF JUDGMENT.</u> As acknowledgment of the debt owed to Blaine, Fogerty executed and supplied Blaine with a Confession of Judgment signed contemporaneously with this Agreement, in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00). Fogerty agrees that interest will accrue on such debt and on the Confession of Judgment, from January 1, 2019, at the rate of five Percent (5%) per annum.

If Fogerty makes all payments to Blaine, as described in Section 2 of this Agreement,
Blaine will not file the Confession of Judgment with the Court. Fogerty agrees that if it does not
comply with any of the payment terms described in Section 2 of this Agreement, Blaine may, at
its option, file the Confession of Judgment with the Court.

If and when Blaine files said Confession of Judgment with the Court, Blaine agrees the amount due will not include any payments previously made by Fogerty, pursuant to Section 2 of this Agreement.

- 4. <u>NOTICE.</u> Blaine agrees to give Fogerty ten days written notice prior to filing said Confession of Judgment with the Court. Such notice shall be sufficient if made in writing and forwarded to Fogerty at 9250 Lincoln Street Northeast, Blaine, MN 55434.
- 5. <u>FILING AND ENFORCEMENT OF CONFESSION OF JUDGMENT.</u> If and when Blaine files said Confession of Judgment, Fogerty agrees said Confession of Judgment may be properly and legally filed in District Court, Anoka County, Minnesota. Fogerty further agrees that the Anoka County District Court has jurisdiction over this matter and any enforcement of said Judgment.

Additionally, if and when Blaine files said Confession of Judgment, Fogerty agrees to pay all costs and attorney's fees Blaine has and will incur in its efforts to obtain, enforce and collect said Judgment.

RETURN OF CONFESSION OF JUDGMENT. Upon Fogerty's final payment of the amount owed plus any accrued interest, Blaine agrees to return the Confession of Judgment to Fogerty.

IN WITNESS WHEREOF, the undersigned agree to the aforementioned terms and have hereunto affixed their signatures.

By: Tom Ryan Its: Mayor

By: Clark Arneson Its: City Manager

SIGN EN EN			