FIRST AMENDMENT TO PRE-APPLICATION REIMBURSEMENT AGREEMENT

This First Amendment to Pre-Application Reimbursement Agreement (the "First Amendment") is made this ___ day of _____, 2026, by and between the Bassett Creek Watershed Management Commission, a municipal joint powers entity established under the laws of the State of Minnesota ("Commission"), and Breck School, a Minnesota nonprofit corporation (the "Owner").

RECITALS

WHEREAS, on November 19, 2025, the Commission and the Owner entered into that certain Pre-Application Reimbursement Agreement (the "Agreement"), which is attached hereto as Exhibit A, to accommodate the provision of pre-application services from the Commission engineer requested by the Owner for its anticipated site improvement project; and

WHEREAS, the amount of reimbursement contemplated in the Agreement ($10,000) has been nearly exhausted, and the Owner now seeks additional pre-application services from the Commission engineer; and

WHEREAS, accordingly, the parties seek to amend the Agreement to increase the total amount of reimbursement authorized thereunder and extend the term, all in accordance with the terms and conditions provided herein.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION I. Paragraph 1 of the Agreement is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

1. Reimbursement Required. The Owner agrees to fully reimburse the Commission for the Professional Costs the Commission incurs related to the Project, along with the costs incurred by the Commission in drafting this Agreement (collectively, the "Reimbursable Costs"). To that end, the Owner shall reimburse the Commission in full for such Reimbursable Costs within 30 days of receipt of any invoice from the Commission. The Commission will endeavor to provide invoices for Reimbursable Costs to the Owner on a monthly basis. The Commission will not incur Reimbursable Costs in excess of ~~$10,000~~ $20,000 without prior written authorization of the Owner, provided, however, that the Owner understands that if such authorization is not provided, the Commission will not authorize its engineer to perform any additional work related to the Project. Should the Owner fail to fully reimburse the Commission for any Reimbursable Costs as required herein, the Commission may exercise any other remedy available to it, in law or equity, to recover such costs from the Owner, including, without limitation, Minn. Stat. § 514.67.

SECTION II. Paragraph 2 of the Agreement is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

2. Term and Termination. This Agreement is effective as of the date first written above and will terminate on the earlier of ~~two~~ three years from the effective date or the date that all obligations have been satisfactorily fulfilled. This Agreement may also be terminated upon 30 days' written notice by either party, or immediately upon mutual agreement of the parties. Termination of this Agreement will not relieve the Owner from its obligation to reimburse the Commission for its actual Reimbursable Costs incurred until the effective date of the termination.

SECTION III. Except to the extent expressly modified above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[signatures to follow]

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this instrument as of the date first written above.

OWNER:

By: Mike Thorson

Its: Director of Facilities + Mike Thorson

COMMISSION:

By: _____ By: _____

Chair Secretary

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION
PRE-APPLICATION REIMBURSEMENT AGREEMENT

This Pre-Application Reimbursement Agreement ("Agreement") is entered into as of the 19th day of November, 2025, by and among the Bassett Creek Watershed Management Commission, a municipal joint powers entity established under the laws of the State of Minnesota ("Commission"), and Breck School, a Minnesota nonprofit corporation (the "Owner").

Recitals

A. The Owner seeks to pursue and undertake a site improvement project on its property located in Golden Valley, Minnesota (the "Project"), which as contemplated will eventually require submission of a development review application to the Commission pursuant to the Commission's Requirements for Improvements and Development Proposals. The Project is proposed to be on the Owner's property located at 123 Ottawa Avenue North and 200 Lilac Drive North, Golden Valley, Minnesota (Hennepin County PIDs 1902924340019 and 1902924330017).

B. Prior to finalizing redevelopment plans and submitting a development review application for the Project, and because of the complexity of the Project, the Owner seeks review and assistance from the Commission engineer related directly to the Project's planning and development ("Professional Costs"). Because there is no pending application yet, said Professional Costs fall outside of the Commission's general fee/reimbursement structure.

C. Notwithstanding for foregoing, and in order to facilitate the aforementioned pre-application review and work by the Commission engineer, the parties desire to enter into this Agreement to ensure that the Commission will be reimbursed for its actual Professional Costs incurred and related to the Project.

Agreement

The parties to this Agreement hereby agree as follows:

1. Reimbursement Required. The Owner agrees to fully reimburse the Commission for the Professional Costs the Commission incurs related to the Project, along with the costs incurred by the Commission in drafting this Agreement (collectively, the "Reimbursable Costs"). To that end, the Owner shall reimburse the Commission in full for such Reimbursable Costs within 30 days of receipt of any invoice from the Commission. The Commission will endeavor to provide invoices for Reimbursable Costs to the Owner on a monthly basis. The Commission will not incur Reimbursable Costs in excess of $10,000 without prior written authorization of the Owner, provided, however, that the Owner understands that if such authorization is not provided, the Commission will not authorize its engineer to perform any additional work related to the Project. Should the Owner fail to fully reimburse the Commission for any Reimbursable Costs as required herein, the Commission may exercise any other remedy available to it, in law or equity, to recover such costs from the Owner, including, without limitation, Minn. Stat. § 514.67.

2. No Obligation. The Commission desires to facilitate projects that are proposed in a way consistent with its review standards; however, the Commission entering into this Agreement does not obligate it to provide any particular level or timing of service, either directly or through its consultants, and such services shall in no way give rise to any guarantees or warranties. Furthermore, by entering into this Agreement the Commission is not expressly or implicitly agreeing to approve any proposals or applications which the Owner or its affiliates may submit to the Commission, whether

related to the Project or otherwise. Any such proposals and requests will need to be processed and acted on in accordance with the Commission's established procedures and regulations.

3. Term and Termination. This Agreement is effective as of the date first written above and will terminate on the earlier of two years from the effective date or the date that all obligations have been satisfactorily fulfilled. This Agreement may also be terminated upon 30 days' written notice by either party, or immediately upon mutual agreement of the parties. Termination of this Agreement will not relieve the Owner from its obligation to reimburse the Commission for its actual Reimbursable Costs incurred until the effective date of the termination.

4. Waiver. The failure by a party to insist in any one or more instances upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of the right to such performance, or to future performance, of such term or condition by the other party, and the obligation of both parties for performance of that term or condition shall continue in full force and effect.

5. Notices. Notice for purpose of this Agreement shall be sufficient if sent via certified mail to the other party at the following addresses:

To the Owner:	Breck School Attn. Ted Forbath Chief Operating Officer 123 Ottawa Avenue North Golden Valley, MN 55422
To the Commission:	Bassett Creek Watershed Management Commission Attn: Administrator P.O. Box 270825 Golden Valley, MN 55427

6. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part(s) which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.

7. Data Practices. The parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, to the extent it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.

8. Amendments and Assignments. The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by both parties. Neither party shall transfer its rights or obligations under this Agreement without the express written consent of the other party.

9. No Joint Venture; Liability; Rights. Nothing herein constitutes the creation of a joint venture or joint undertaking between the Commission and the Owner. The parties shall be responsible for their own acts and omissions and the results thereof to the extent authorized by law. This Agreement is simply providing a means for reimbursing the Commission for its Reimbursable Costs, as defined herein. Furthermore, nothing herein shall constitute, or be construed as constituting, a waiver of any limitation on, or exemption from, liability available to the

Commission under Minn. Stat. Chap. 466 or other law. Finally, this Agreement is not intended to confer any rights to third parties.

[signatures to follow]

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this instrument as of the date first written above.

OWNER:

By: _____
Ted Forbes

Its: CFO

COMMISSION:

By: _____
Chair

By: _____
Secretary