

FIRST AMENDMENT TO THE UPPER HARBOR DISTRICT SYSTEM RECIPROCAL EASEMENT AND OPERATING AGREEMENT

This First Amendment (“**Amendment**”) to the Upper Harbor District System Reciprocal Easement and Operating Agreement (“**REOA**”) is made and entered into by and among the Mississippi Watershed Management Organization, a joint powers watershed pursuant to Minnesota Statutes, Sections 103B.201-103B.251, and organized under the laws of the State of Minnesota (“**MWMO**”), the City of Minneapolis, a municipal corporation, home rule city, and political subdivision of the State of Minnesota (“**City**”), and the City of Minneapolis, acting by and through its Park and Recreation Board (“**Park Board**”) (collectively, the “**Parties**”), and is consented to by United Properties Development, LLC, a Minnesota limited liability company, and the Port of Minneapolis, LLC, a Minnesota limited liability company (collectively, the “**Consenting Parties**”).

RECITALS

- A. Section 5.2 of the REOA provides for MWMO to construct the Southern Regional Treatment System and for City to own, operate, and maintain it.
- B. MWMO and City have negotiated a Southern Regional Treatment System Agreement to provide for the construction of the Southern Regional Treatment System and for the installation of a reuse tank to serve as the entry point for the treated stormwater into the District System (as defined in the REOA).
- C. The Southern Regional Treatment System is to be owned, operated and maintained by the City as described in the Southern Regional Treatment System Agreement.
- D. The reuse tank is to be owned, operated, and maintained as part of the District System as contemplated in the REOA.
- E. The Parties agree to amend the REOA to allow MWMO to start construction on the Southern Regional Treatment System earlier than original contemplated.

AMENDMENT

The Parties hereby agree to the amend the REOA as follows:

1. Construction of SRTS Project. The Parties hereby agree to amend Section 5.2 of the REOA by deleting the ~~stricken~~ matter and adding the double underlined material as follows:

Section 5.2. Southern Regional Treatment System. ~~If development on Parcel 5 has not commenced by June 1, 2025,~~ MWMO shall have the right to proceed with building the Southern Regional Treatment System on Parcel 5 starting in 2024 and continuing until _____, provided that MWMO and the City have an agreed-upon design for the Southern Regional Treatment System and both MWMO and the City have agreed upon a schedule, design, capital funding, and annual operations and maintenance responsibility for

the Southern Regional Treatment System. MWMO will pay the capital costs of the Southern Regional Treatment System, including without limitation (a) all costs of cleaning up any brownfield contamination or correcting other poor soil conditions which are related to installing or constructing the Southern Regional Treatment System and which such costs are above and beyond Regulatory Minimum Costs and (b) the cost of repairing or replacing any Permitted Permanent Owner Easement Improvements or other improvements that are damaged in connection with the construction of the Southern Regional Treatment System. The City's public works department will pay for all operating and maintenance costs of the Southern Regional Treatment System. If constructed, the Southern Regional Treatment System will be built consistent with the 60% Designs within the Permanent Easements Areas. The Master Developer and Port of Minneapolis, and any other Parcel Developers for Parcels 3, 4, and/or 5, will be included in the discussions related to construction sequencing and scheduling related to the construction and ongoing operations and maintenance of the Southern Regional Treatment System with MWMO and the City to work in good faith to minimize interference with the operation of the improvements and activities on Parcels 3, 4, and/or 5, as applicable, including but not limited to minimizing interference with the Shared Access Drive to the extent then constructed, for preparation for performances, and performances on Parcel 3 by Port of Minneapolis. A reuse tank, force main, and related piping (collectively, the "Reuse Tank Component") will be installed as part of constructing the Southern Regional Treatment System and is part of the Southern Regional Common Reuse System as defined in this Agreement which is part of the District System designed to receive stormwater from the Southern Regional Treatment System. City will not own the Reuse Tank Component. The Reuse Tank Component, once constructed, will become part of the District System, and will be operated, maintained, and replaced in accordance with Section 13 of this Agreement.

2. No Other Changes. The Parties agree that no other changes to the REOA are intended by this Amendment.
3. Consent. The Consenting Parties are providing their consent to this Amendment in accordance with Section 24.1 of the REOA by executing this Amendment.
4. Effective Date. This Amendment shall be effective as of the date of the last Party or Consenting Party to execute it.

IN WITNESS WHEREOF, the Parties to this Amendment have entered into, or consented to, this Amendment effective as indicated above.

[signature pages follow]

**MISSISSIPPI WATERSHED MANAGEMENT
ORGANIZATION**

By: _____
Stephen Eggert
Its: Chair

By: _____
Kevin Reich
Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024, by Stephen Eggert, the Chair of the Mississippi Watershed Management Organization, a joint powers watershed pursuant to Minnesota Statutes, Sections 103B.201-103B.251, and organized under the laws of the State of Minnesota, on behalf of Mississippi Watershed Management Organization.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024, by Kevin Reich, the Executive Director of the Mississippi Watershed Management Organization, a joint powers watershed pursuant to Minnesota Statutes, Sections 103B.201-103B.251, and organized under the laws of the State of Minnesota, on behalf of Mississippi Watershed Management Organization.

Notary Public

CITY OF MINNEAPOLIS

By: _____
Dushani Dye
Its: Finance Officer

Responsible Department Head:

Erik Hansen, Director (CPED)

Approved as to Form:

By Assistant City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024,
by Dushani Dye, the Finance Officer of the City of Minneapolis, a home rule charter city, on
behalf of the City of Minneapolis.

Notary Public

**CITY OF MINNEAPOLIS, a municipal
corporation acting by and through its
PARK AND RECREATION BOARD**

By: _____

Its: President

By: _____

Its: Secretary

Approved as to Form:

By: _____

Its: Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, the President of the Park Board, a municipal corporation acting by and through its Park and Recreational Board of the City of Minneapolis, on behalf of the Minneapolis Park and Recreation Board.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, the Secretary of the Park Board, a municipal corporation acting by and through its Park and Recreational Board of the City of Minneapolis, on behalf of the Minneapolis Park and Recreation Board.

Notary Public

The undersigned, acting as Master Developer, hereby consents to this Amendment to the Upper Harbor District System Reciprocal Easement and Operating Agreement among the Mississippi Watershed Management Organization, a joint powers watershed pursuant to Minnesota Statutes, Sections 103B.201-103B.251, and organized under the laws of the State of Minnesota, the City of Minneapolis, a municipal corporation, home rule city, and political subdivision of the State of Minnesota, and the City of Minneapolis, acting by and through its Park and Recreation Board.

UNITED PROPERTIES DEVELOPMENT LLC

By: _____

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, the _____ of United Properties Development LLC, a Minnesota limited liability company, on behalf of United Properties Development LLC.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, the _____ of United Properties Development LLC, a Minnesota limited liability company, on behalf of United Properties Development LLC.

Notary Public

The undersigned, acting as the concert venue owner and operator Port of Minneapolis, hereby consents to this Amendment to the Upper Harbor District System Reciprocal Easement and Operating Agreement among the Mississippi Watershed Management Organization, a joint powers watershed pursuant to Minnesota Statutes, Sections 103B.201-103B.251, and organized under the laws of the State of Minnesota, the City of Minneapolis, a municipal corporation, home rule city, and political subdivision of the State of Minnesota, and the City of Minneapolis, acting by and through its Park and Recreation Board.

PORT OF MINNEAPOLIS, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, the _____ of Port of Minneapolis, LLC, a Minnesota limited liability company, on behalf of Port of Minneapolis, LLC.

Notary Public