



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 6. I. - Permits and Project Reviews

Prepared By

Linda Loomis, Administrator

Summary

i. **Southwest Logistics Center, 7070 Cretex Avenue, Shakopee**

The site on which this project is located has a long history of heavy industrial use. A concrete products company operated there for many years before closing. The current owner purchased the property in 2019 and began operating under a Conditional Use Permit to crush and remove the unused concrete product. The purpose of the project is to redevelop the existing site to allow for additional industrial uses.

The proposed industrial park will include development of five parcels within the existing approximately 61-acre site. This project is the first parcel to be developed. The LMRWD received an application and Young Environmental Consulting Group has reviewed the plans and specifications on behalf of the LMRWD. A summary of the review and recommendations are attached as Technical Memorandum dated March 12, 2021.

It is recommended that the Board consider conditional approval of LMRWD permit No. 2021-003, subject to the following:

- receipt of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the LMRWD's inspection and maintenance requirements
- receipt of an executed maintenance agreement; the City of Shakopee's Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

ii. **HCRRA assignment of maintenance responsibility**

Hennepin County Regional Rail Authority (HCRRA) received a permit from the LMRWD in May 2020. The LMRWD required a maintenance agreement as a condition of approval. The maintenance agreement allowed for maintenance to be assigned or transferred. Hennepin County would like to transfer maintenance of the trail to Carver County. Carver County has agreed. The LMRWD permit, which includes the maintenance agreement, and an Assignment and Assumption Agreement are attached for the Board's review. The Assignment and Assumption Agreement are being reviewed by LMRWD legal Counsel and by the County Attorney. The Board is being asked to approve transfer of the maintenance subject to satisfactory review by legal counsel.

Attachments

Technical Memorandum re: Southwest Logistics Center Permit Review (LMRWD permit N. 2021-003) dated March 12, 2021
LMRWD Permit No. 2019-085

Assignment and Assumption Agreement between HCRRA, Carver County and the LMRWD

Recommended Action

Motion to approve LMRWD permit No. 2021-003 subject to the following conditions:

- receipt of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the LMRWD's inspection and maintenance requirements
- receipt of an executed maintenance agreement; the City of Shakopee's Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

Motion to approve Assignment and Assumption Agreement between HCRRA, Carver County and the LMRWD

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PE
Della Schall Young, CPESC, PMP

Date: March 12, 2021

Re: Southwest Logistics Center Permit Review (LMRWD No. 2021-003)

Wenck/Stantec (the applicant) has applied for an Individual Project Permit from the Lower Minnesota River Watershed District (LMRWD or District). The applicant is proposing to develop the former Cretex concrete production site located at the southeast corner of 70th Avenue and Old Cretex Avenue in Shakopee (**Figure 1**). This project constitutes the first phase of the Hentges Industrial Park Development, first presented to the board of managers in July 2020 and January 2021 (LMRWD No. 2020-106), and is part of the City of Shakopee's Stagecoach Road Improvement Project, including a connection to the future Stagecoach Road roundabout, which is currently under design by the City. The Southwest Logistics Center site will consist of the construction of a 505,000-square-foot industrial warehouse, parking lot, utilities, and stormwater management features.

The proposed project site is in the City of Shakopee (City), and because the City does not have its LMRWD municipal LGU permit, this project is subject to an LMRWD permitting review. As presented, the project is neither within the FEMA-recognized floodplain areas nor located within either of the LMRWD special districts, but it does trigger the District's Rule B—Erosion and Sediment Control, resulting in the applicant's obligation to obtain a District permit before commencing land-disturbing activities. Because the existing site is entirely impervious, Rule D—Stormwater Management is not triggered; however, the applicant is proposing several stormwater management features as part of their site design.

Project Summary

| | |
|----------------------------------|---|
| <u>Project Name:</u> | Southwest Logistics Center |
| <u>Purpose:</u> | Industrial warehouse, parking lot, utility improvements, and stormwater management |
| <u>Project Size:</u> | 40.4 acres, 40.4 acres disturbed, 38.6 acres of existing impervious, 24.7 acres of new impervious |
| <u>Location:</u> | 7070 Cretex Avenue East, Shakopee, MN (Scott County Parcel ID 270730040) |
| <u>Applicable LMRWD Rules:</u> | Rule B—Erosion and Sediment Control |
| <u>Recommended Board Action:</u> | Conditional approval, see recommendations |

Discussion

The District has received the following documents for review:

- LMRWD Individual Permit Application received February 19, 2021
- LMRWD Individual Permit Fee of \$1,800 received February 11, 2021
- Preliminary Site Construction Plans for the Southwest Logistics Center by Wenck dated January 29, 2021, revised February 24, 2021, and March 9, 2021
- Stormwater Management Plan by Wenck dated January 28, 2021, revised February 23, 2021, and March 8, 2021
- SLC Industrial Storm Sewer Design by Wenck dated February 23, 2021
- Fire Turning Movement Exhibit by Wenck dated January 29, 2021

The documents provided include the information necessary for review.

Rule B—Erosion and Sediment Control

The District regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project would disturb approximately 40.4 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan but has not provided the Stormwater Pollution Prevention Plan or a copy of the NPDES permit. The following items should be provided to the District as soon as they are available:

- A copy of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the District's inspection and maintenance requirements

The project complies with Rule B.

Rule D – Stormwater Management

The project proposes 24.7 acres of new impervious surface on existing impervious land. The applicant is proposing to construct an infiltration basin on the southern property boundary (BMP-1), a retention pond in the northeast corner (BMP-2), and a retention pond on the northern boundary (P-3) that meet the stormwater management requirements of the District and the City of Shakopee. Because the project site is entirely impervious under existing conditions, the project is not required to provide stormwater management; however, 1.05 acre-feet of volume reduction is provided by BMP-1. Additionally, with these features, the project also meets the Rule D rate control and water quality requirements (Tables 1 and 2).

Table 1. Southwest Logistics Center Design Discharge Rates

| EVENT | Existing Conditions (cfs) | Proposed Conditions (cfs) | Change (cfs) |
|--------------|---------------------------|---------------------------|--------------|
| 2-YR/24-HR | 79.9 | 11.0 | -68.9 |
| 10-YR/24-HR | 119.9 | 18.7 | -101.2 |
| 100-YR/24-HR | 287.6 | 38.4 | -249.2 |

Table 2. Southwest Logistics Center Design Pollutant Removals

| Pollutant | Existing Conditions (lbs/yr) | Proposed Conditions (lbs/yr) | Change (lbs/yr) |
|------------------------|------------------------------|------------------------------|-----------------|
| Total Phosphorus | 60.5 | 4.4 | -56 |
| Total Suspended Solids | 17,893 | 785 | -17,108 |

Recommendations

The project meets the requirements outlined in the District rules. We recommend conditional approval by the Board, with the following conditions:

- A copy of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the District’s inspection and maintenance requirements
- Executed maintenance agreement; please note that the City of Shakopee’s Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

Attachments:

- Figure 1. Project Location



Figure I: Southwest Logistics Center Project Location

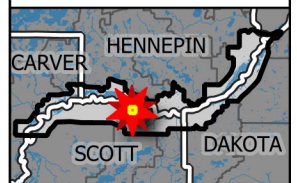


LEGEND

- Southwest Logistics Center
- Hentges Industrial Park Development (2020-106)
- Proposed Stormwater Features
- Proposed Industrial Warehouse
- Proposed Impervious
- Proposed Pervious
- Open Water

- 2021 Scott Co. FEMA Floodplain
- 100-yr Floodplain
- Floodway
- 500-yr Floodplain
- Scott Co. Parcel Data
- LMRWD Boundary
- County Boundaries

LMRWD Watershed Location Map





Individual Project Permit

Pursuant to Minnesota Statutes, Chapters 103B and 103D, consistent with the rules of the Lower Minnesota River Watershed District (LMRWD), and on the basis of statements and information contained in the permit application, plans and supporting information provided by the applicant, all of which are made part hereof by reference, **permission is hereby granted** to the applicant to perform actions as authorized below.

By granting this permit, the LMRWD does not direct the activity authorized herein or warrant the soundness of the applicant's design or methods in any respect. The LMRWD waives no immunity or protection applicable to itself, an officer, an agent or an employee pursuant to this approval.

| | | |
|---|---|---|
| Project Name Minnesota Bluffs LRT Regional Trail Landslide Repairs | Project Location All that part of a variable width strip of land in Sections 36 and 25, Township 116, Range 23, Carver County, Minnesota, being former railroad right of way as shown on Hennepin County Regional Railroad Authority (HCRRA) property map no's 15 and 16, according to the recorded Maps thereof, said Carver County, lying easterly of the east line of the 66.00 foot wide strip depicted and labelled as "STATE HIGHWAY NO 101" in said Property Map No. 15. | |
| Type of Development Stabilization of slopes along the existing Minnesota Bluffs LRT Regional Trail that experiences a landslide 2014. | City Chanhassen | County Carver |
| Permittee/Property Owner's Name and Title Hennepin County Regional Railroad Authority | Permittee Mailing Address 701 Fourth Avenue South, Suite 400 Minneapolis, Minnesota 55415 | |
| Authorized Agent Name and Title Jessica Galatz | Agent Email Address Jessica.Galatz@hennepin.us | Agent Phone Number (612) 348-2691 |
| Purpose of Permit: To construct a riprap channel, two embedded boulder cross vanes and an energy dissipating stilling basin. | Authorized Action(s): Grading, erosion and sediment control and stormwater infrastructure activities within the LMRWD steep slopes overlay district. | |
| Affected Rule(s): Rule B: Erosion and Sediment Control Rule and Rule F: Steep Slopes Rule | | |
| Issued Date: May 20, 2020 | Effective Date: June 2020 | Expiration Date: June 2023 |
| Authorized Issuer Name and Title Linda Loomis, Administrator | Email Address: naiadconsulting@gmail.com | Phone Number: (763) 545-4659 |

This permit is granted **subject to** the following **general conditions**:

NPDES Permit: Submit a copy of the NPDES construction stormwater general permit to the LMRWD before construction begins.

All erosion and sediment control measures must be effectively installed and maintained according to LMRWD guidelines and MPCA NPDES Permit guidelines as laid out by current District Rules and Policies until all disturbed soils have been permanently stabilized.

Grading and excavating must not begin until the applicant has been noticed that a permit has been issued and required erosion control measures are in place. Working without a permit where required is in violation of LMRWD Rules and is a misdemeanor subject to penalty by law.

Applicable federal, state, or local regulations: The permittee is responsible for the action(s) of their representative, contractor and employees and compliance with all rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

Site access: In accepting this permit, the owner recognizes and agrees that LMRWD representatives may enter the site at reasonable times to inspect the activities authorized hereunder and compliance with the requirements of this permit, the LMRWD Rules and applicable statutes. This includes routine site inspections as well as inspections during or immediately following installation of best management practices, following storms/critical events, prior to seeding deadlines, for the purpose of permit closeout, or on report of issue or complaint. This right of access is in addition to the access authority of the LMRWD under existing law.

Completion date: Construction work authorized under this permit shall be completed on or before the date specified above. No construction is authorized beyond the expiration date. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the LMRWD, no later than two weeks before this permit expiration.

Written consent: In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

Not assignable: This permit is not assignable nor transferable by the permittee except with the written consent of the LMRWD.

No changes: The permittee shall make no changes, without written permission or amendment previously obtained from the LMRWD, in the dimensions, capacity or location of any items of work authorized hereunder.

Permission only/ no liability: This permit is permissive only. No liability shall be imposed by the LMRWD or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

Contractor responsibility: The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit.

Termination: This permit may be terminated by the LMRWD at any time deemed necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

**AGREEMENT FOR MAINTENANCE OF STORMWATER FACILITIES
BETWEEN LOWER MINNESOTA RIVER WATERSHED DISTRICT AND
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

This Agreement for the Maintenance of Stormwater Facilities ("**Maintenance Agreement**") is made by and between the Lower Minnesota River Watershed District, a political subdivision and special-purpose local government unit of the State of Minnesota ("**LMRWD**"), and Hennepin County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**HCRRA**"). LMRWD and HCRRA are referred to collectively herein as the **Parties**.

RECITALS

WHEREAS, LMRWD has the purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D; and

WHEREAS, pursuant to Minnesota Statutes § 103D.335, the LMRWD adopted and enforces standards for improvements that may impact water resources, and which regulate the design, construction, and maintenance of drainage systems or facilities within its jurisdiction; and

WHEREAS, HCRRA owns property it intends to improve for the purpose of repairing the Minnesota Bluffs LRT Regional Trail ("**Property**"); and

WHEREAS, the Property is described and depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, LMRWD adopted and enforces the Stormwater Management Standard, regulating the improvements that HCRRA wishes to make to the existing drainage and stormwater management system or facilities located on the Property in Carver County, Minnesota ("**Facilities**"), as shown in the site plan in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the Facilities require ongoing inspection and maintenance; and

WHEREAS, the Maintenance and Easement section of the Stormwater Management Standard requires a private landowner to record in the recorder's office where its drainage and stormwater system or facilities are located, a maintenance agreement which memorializes a plan and a perpetual obligation to inspect and maintain its stormwater system and/or facilities; and

WHEREAS, a public landowner may meet the aforementioned recording requirement by entering a written agreement with the LMRWD which memorializes a plan and a perpetual obligation to inspect and maintain its drainage and stormwater system or facilities; and

WHEREAS, in accordance with the LMRWD rules and regulations, and as a condition precedent to LMRWD's grant of approval on _____, June, 2020 of HCRRA's plans to improve the Facilities, the HCRRA must enter a written agreement with LMRWD which memorializes its plan and its perpetual obligation to inspect and maintain the Facilities; and

WHEREAS, the Parties executed this Maintenance Agreement to satisfy the condition precedent to LMRWD's grant of approval on approval on __, June, 2020 of HCRRA's plans to improve the Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and reciprocal promises, LMRWD and HCRRA hereby agree as follows:

1. **Recitals.** All of the Recitals set forth above are incorporated herein.
2. **Stormwater Management Standard.** LMRWD hereby agrees that this Maintenance Agreement fully satisfies LMRWD's inspection, maintenance, reporting, and property transfer requirements.
3. **Facilities.** (a) The HCRRA, at its sole cost, shall inspect and maintain the Facilities in perpetuity as follows:

(1) **Raingardens, infiltration basins and filtration basins.** Infiltration basins and filtration basins shall be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris shall be removed as needed, and healthy plant growth shall be maintained to ensure that the Facilities remain in a condition that continues to accomplish the purposes for which they were designed, constructed and permitted.

(2) **Grit chambers, sump catch basins and sump manholes.** Grit chambers, sump catch basins, and sump manholes shall be inspected in the spring, summer and fall of each year. All sediment and debris shall be removed as needed to ensure that the Facilities operate as designed and constructed, and in a condition that continues to accomplish the purposes for which they were designed, constructed and permitted.

3. **Reporting.** By January 31 of each year, HCRRA shall submit a brief, annual report to LWMRD that describes the inspection and maintenance activities performed to the Facilities under this Maintenance Agreement in the preceding calendar year. The report shall include the dates and locations of any inspections and maintenance activities performed to the Facilities.

4. **Property Transfer.** (a) If the HCRRA conveys a fee interest in any portion of the Property to a private rather than a public owner ("**Private Purchaser**"), then the HCRRA shall require as a condition of that purchase and sale agreement, and shall enforce the following condition:

(1) The Private Purchaser must record with in the Carver County Recorder's Office, a declaration on the Property that incorporates the maintenance requirements of this Maintenance Agreement; and

(2) Said recording required under Section 4(a)(1) of this Maintenance Agreement must occur either before any other encumbrance is recorded on the Property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in

perpetuity.

(b) If the HCRRA conveys a fee interest in any portion of the Property that has become subject to this Maintenance Agreement to a public rather than private owner, ("**Public Purchaser**"), then the HCRRA shall require as part of that conveyance that the Public Purchaser accept an assignment of all obligations of HCRRA under this Maintenance Agreement.

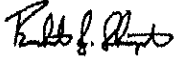
(c) If the HCRRA transfers any ownership or responsibilities under this Maintenance Agreement to a Private Purchaser or to a Public Purchaser, then the HCRRA must notify the LMRWD of the details of that transfer.

4. **Assignment of Rights and Obligations.** The HCRRA may assign and transfer any rights and obligations under this Maintenance Agreement to Carver County without the written approval of LMRWD. Carver County may subsequently assign and transfer any rights and obligations under this Maintenance Agreement that it accepts from HCRRA to the Carver County Regional Railroad Authority without the written approval of LMRWD. Any other assignment or transfer of any rights or obligations under this Maintenance Agreement requires the written permission of LMRWD.
5. **Effective Date.** This Maintenance Agreement shall be effective when executed by all of the Parties.
6. **Amendments and Termination.** This Maintenance Agreement may be amended and terminated only in a writing signed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the HCRRA has caused this Maintenance Agreement to be executed by its Chair and Executive Director, pursuant to the authority of the Hennepin County Board of Commissioners, its governing body, on this _____ day of _____, _____.

Reviewed by the County
Attorney's Office



Date: May 15, 2020

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA

By: _____
Executive Director

Date: _____

Recommended for Approval

By: _____
Deputy Executive Director
Date: _____

By: _____
Director, Housing & Economic Development
Date: _____

LOWER MINNESOTA RIVER WATERSHED DISTRICT AUTHORIZATION

IN WITNESS THEREOF, the Lower Minnesota River Watershed District has caused this Maintenance Agreement to be executed by its President and by its Administrator pursuant to the authority of its governing body, on this 17th day of August, 2020

SIGNED: [Signature] DATE: 08/17/2020
Jesse J. Hartmann, President
Print Name and Position

SIGNED: Linda R. Loomis DATE: 9-24, 2020
Linda R. Loomis, Administrator
Print Name and Position

IN WITNESS THEREOF, the HCRRA has caused this Maintenance Agreement to be executed by its Executive Director, pursuant to the authority of the Hennepin County Board of Commissioners, its governing body, on this _____ day of _____.

Reviewed by the County
Attorney's Office

Date: _____

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA

By: [Signature]
Executive Director
Date: May 12, 2020

Recommended for Approval:

By: [Signature]
Deputy Executive Director
Date: May 12, 2020

By: [Signature]
Director, Housing & Economic Development
Date: May 12, 2020

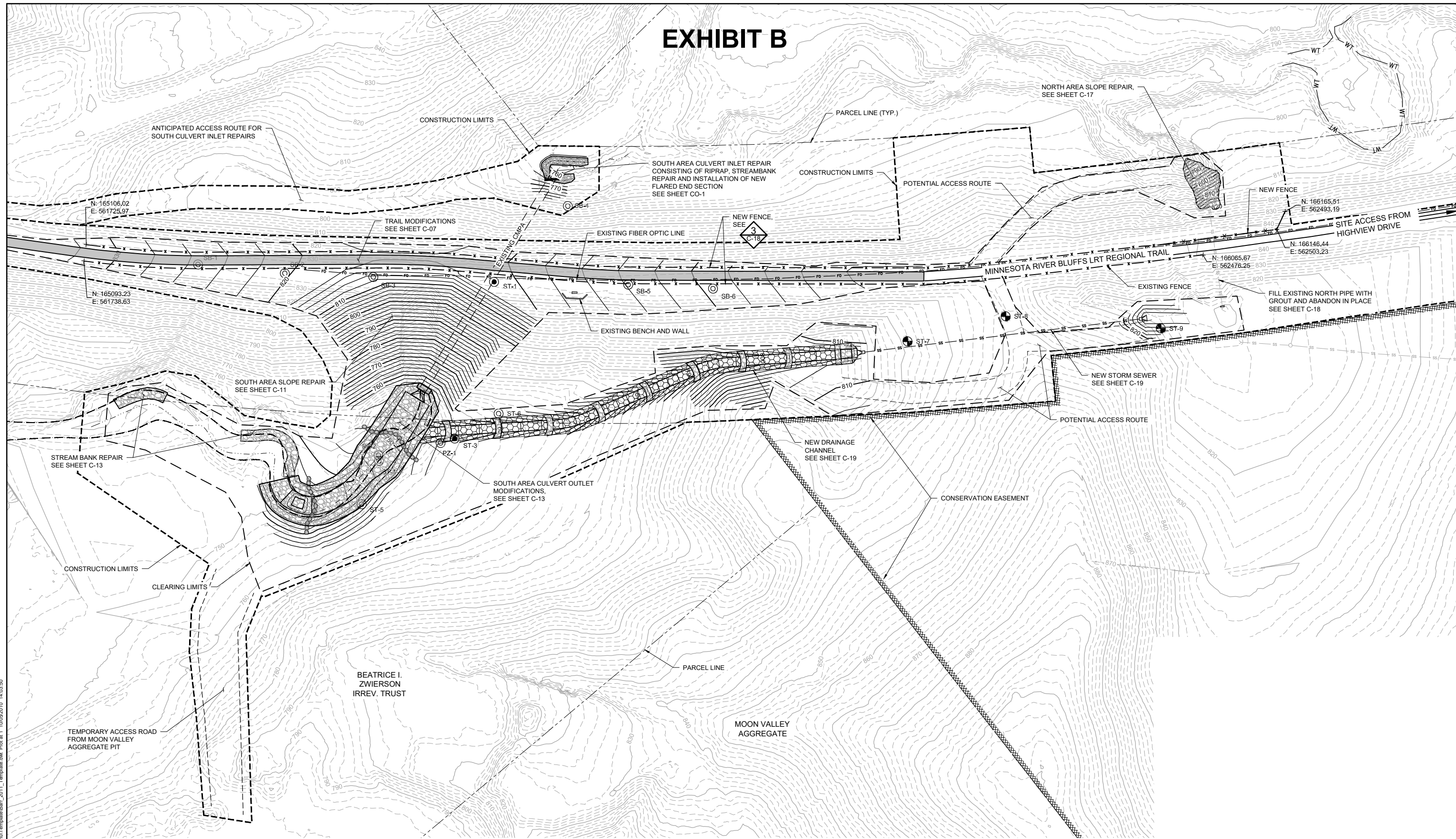
EXHIBIT A

(Property Description and Depiction)

(Legal Description of Property)

All that part of a variable width strip of land in Sections 36 and 25, Township 116, Range 23, Carver County, Minnesota, being former railroad right of way as shown on HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO.'s 15 and 16, according to the recorded Maps thereof, said Carver County, lying easterly of the east line of the 66.00 foot wide strip depicted and labelled as "STATE HIGHWAY NO 101" in said Property Map No. 15.

EXHIBIT B



1 PLAN: PROJECT LAYOUT

0 50 100
SCALE IN FEET

CADD USER: Eric P. Fitzgerald FILE: M:\DESIGN\23101014.042310101404_G-08_PROJECT_LAYOUT_PLAN.DWG PLOT SCALE: 1:2 PLOT DATE: 9/14/2020 12:06 PM
 BARR M:\AutoCAD\2011\AutoCAD 2011 Support\enu\Template\Bar_2011_Template.dwg Plot at 1: 10/05/2010 14:09:50

| NO. | BY | CHK | APP. | DATE | REVISION DESCRIPTION |
|-----|----|-----|------|------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 PRINTED NAME: _____
 SIGNATURE: _____
 DATE: _____ LICENSE #: _____

| CLIENT | BID | CONSTRUCTION | RELEASED TO/FOR | DATE RELEASED |
|----------|----------|--------------|-----------------|---------------|
| 03/07/19 | 04/19/19 | 10/03/19 | 12/13/19 | 01/10/20 |
| 09/14/20 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

BARR
 Project Office:
 BARR ENGINEERING CO.
 4300 MARKETPOINTE DRIVE
 Suite 200
 MINNEAPOLIS, MN 55435
 Corporate Headquarters:
 Minneapolis, Minnesota
 Ph: 1-800-632-2277
 Ph: 1-800-632-2277

| Scale | AS SHOWN |
|----------|------------|
| Date | 09/14/2020 |
| Drawn | EPF |
| Checked | MTP2 |
| Designed | BARR |
| Approved | MTP2 |

HCRA
 MINNEAPOLIS, MN

LANDSLIDE REPAIRS
 CHANHASSEN, MN
 PROJECT LAYOUT PLAN

| | |
|--------------------|-------------|
| BARR PROJECT No. | 23101014.04 |
| CLIENT PROJECT No. | - |
| DWG. No. | FIGURE 1 |
| REV. No. | 0 |

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made by and between the Hennepin County Regional Railroad Authority (“HCRRA”), Carver County (“Carver”) and the Lower Minnesota River Watershed District (“LMRWD”).

RECITALS

1. The LMRWD issued permit no. 2019-085 to HCRRA (“Permit”) for work described in the Permit. The Permit expires June 2023.
2. The land that is the subject of the Permit is located in Carver County and is currently owned by HCRRA.
3. HCRRA and Carver are parties to a purchase agreement whereby the land that is the subject of the Permit will be conveyed to Carver. In conjunction with the conveyance, HCRRA has agreed to assign, and Carver has agreed to accept and assume, the rights, obligations and liabilities of the Permit.
4. The Permit is not assignable without the written consent of LMRWD.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. HCRRA hereby assigns and conveys to Carver for the benefit of Carver, its successors and assigns, all of HCRRA’s right, title and interest in, to and under the Permit, together with all rights, privileges and benefits appertaining thereto.

Carver hereby accepts the assignment and conveyance of the Permit by HCRRA and does hereby assume, undertake and agree to hereafter pay, perform and discharge in accordance with their terms any and all of the liabilities, obligations and commitments of HCRRA relating to the Permit including, but not limited to, the obligations of the Agreement for Maintenance of Stormwater Facilities between the LMRWD and HCRRA attached to the Permit (“Maintenance Agreement”).

2. LMRWD hereby consents to this Assignment and Assumption Agreement and represents that HCRRA is not in default of any of its obligations under the Permit or the Maintenance Agreement.
3. LMRWD agrees to look solely to Carver for compliance with, and performance of the Permit and Maintenance Agreement after the date of this Assignment and Assumption Agreement.
4. Carver agrees to defend, indemnify and hold harmless HCRRA, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any failure to perform, negligent act or omission of Carver or Carver’s consultants or sub consultants, anyone directly or indirectly employed by them,

and/or anyone for whose acts and/or omissions they may be liable in the performance of the Permit and Maintenance Agreement that occurs on or after the date of this Assignment and Assumption Agreement.

HCRRA agrees to defend, indemnify and hold harmless Carver, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any negligent act or omission of HCRRA or HCRRA's consultants or sub consultants, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Permit and Maintenance Agreement that occurred prior to the date of this Assignment and Assumption Agreement.

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Its: _____

Date: _____

CARVER COUNTY

By: _____
Its: _____

Date: _____

**LOWER MINNESOTA RIVER
WATERSHED DISTRICT**

By: _____
Its: _____

Date: _____