

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR DREDGED MATERIAL PLACEMENT
BETWEEN
CITY OF LA CROSSE, WISCONSIN
AND
UNITED STATES OF AMERICA
DACW37-5-22-0125**

WHEREAS the River and Harbor Acts of 3 July 1930, as amended on 14 February 1932 and on 30 August 1935, and a resolution of the House Committee on Flood Control of 18 September 1944, authorized the Mississippi River 9-foot Navigation Channel Project and subsequent channel maintenance dredging in support of continued project operation; and

WHEREAS the United States Army Corps of Engineers St. Paul District (USACE MVP) maintains the said navigation channel within its area of operation through routine and non-routine dredging operations; and

WHEREAS significant shoaling does occur in the Mississippi River's Pool 8 near the City of La Crosse, Wisconsin which requires preventive and on occasion immediate dredging in order to avoid a channel closure; and

WHEREAS USACE MVP is ready to initiate both preventive and immediate dredging operations to avoid said channel closure provided it can obtain a location to place dredged material resulting from said dredging operations; and

WHEREAS the City of La Crosse, Wisconsin has offered to allow USACE MVP to place dredged material from said dredging operations on land depicted in Exhibit "A".

NOW THEREFORE, the City of La Crosse, Wisconsin, with its principal offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601, by and through its City Mayor, Tim Kabat, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA hereinafter called the "Government" an irrevocable right to enter upon the land depicted in Exhibit "A", hereinafter referred to as the "Premises," upon the following terms and conditions.

1. This right-of-entry (ROE) is granted for the purpose of allowing the Government to perform all activities necessary to place dredged material on the Premises that shall result from dredging operations required to address shoaling in the navigation channel within Pool 8 of the Mississippi River located at or near the City of La Crosse, Wisconsin.
2. That the Owner attests that it owns said Premises in fee and has all right, title and interest in said Premises necessary to authorize the rights granted herein to the Government.
3. That this ROE includes the right of ingress and egress on other lands of the Owner not depicted in Exhibit "A", provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.
4. That the rights herein granted shall commence on the day the parties fully execute this document and shall terminate on the 31st of December 2026.

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5. During the term of this agreement, the Government is hereby authorized to place on the said premises all of the dredged material that results from dredging operations; at an elevation and over a footprint to be determined and agreed upon through on-site coordination between Owner and Government.
6. For the rights granted to the Government herein, the Owner accepts as consideration and total compensation the ownership of all the dredged material placed on the Premises as a result of the exercise of the rights granted herein.
7. The Granting of this ROE does not obligate the Government to deposit dredged material on the Premises, now or in the future.
8. That all tools, equipment, buildings, improvements, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
9. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this ROE, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this ROE results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the Owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed the appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein. If the Government does not acquire such title or other necessary interest, damages would be limited to the decrease in the fair market value of the owner's remainder caused by such damage.
10. The land affected by this ROE is located in the County of La Crosse, State of Wisconsin, and is depicted as follows: See Exhibit "A", attached hereto.

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WITNESS MY HAND this _____ day of _____, 2021.

WITNESS

CITY OF LA CROSSE, WISCONSIN, by:

Mitch Reynolds
Mayor, City of La Crosse

Nikki M. Elsen, Deputy
City Clerk, City of La Crosse

WITNESS MY HAND this _____ day of _____, 2021.

WITNESS

UNITED STATES OF AMERICA by:

Kevin J. Sommerland
Chief, Real Estate Division
USACE, St. Paul District

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