

**DEPARTMENT OF THE ARMY
RIGHT-OF-ENTRY FOR CONSTRUCTION**

Rehabilitation of Damaged Flood Control
Works (P.L. 84-99), Marshall Flood Control
Project

As described in Plans Set for Project.

Marshall FCCE PL84-99 Repairs 2023
and 2024

27-602001-0

The City of Marshall, hereinafter called the "Owner," in consideration of the total compensation to be paid by the UNITED STATES OF AMERICA, hereinafter called the "Government," for all land or easement rights hereinafter described, to be determined by subsequent agreement between the Owner and the Government, or by judicial proceedings, hereby grants to the Government, a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to erect buildings or any other type of improvements and to perform construction work of any nature.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. 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.

4. The Government shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.

5. If aircraft flights over said lands, or entry upon the land by means of helicopter or other type aircraft, are necessary, the Government shall inform the Owner, in advance, of each such flight or entry.

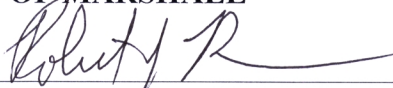
6. In the event that the Government does not acquire title or other necessary interest in said land prior to the expiration of this permit or right-of-entry, or other renewal thereof, the parties agree that, if any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, 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 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 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.

The land affected by this right-of-entry is located in the County of Lyon, State of Minnesota, and is described as follows: As described in Plans Set for Project.

WITNESSES MY HAND AND SEAL this 25th day of February,
2026

CITY OF MARSHALL

By: 
Name: Robert Byrnes
Title: Mayor

UNITED STATES OF AMERICA

By: _____
Name: _____
Title: _____