



Town of Cortland

Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☒ ORDINANCE ☐ INFORMATION ☐ OTHER

DATE PREPARED: 09/23/26

FOR MEETING ON: 09/28/26

DESCRIPTION/TITLE: CONSIDERATION OF A MOTION TO APPROVE ORDINANCE FOR GRANTING PERMANENT AND TEMPORARY EASEMENTS TO GUARDIAN PIPELINE

REQUIRED ACTION: THE BOARD SHALL CONSIDER APPROVING ORDINANCE (ACTION ITEM)

STAFF/COMMITTEE RECOMMENDATION: ENGINEER RECOMMENDS THE BOARD AUTHORIZE THE MAYOR TO EXECUTE THE EASEMENT DOCUMENT

STATEMENT OF CONCERN/SUMMARY: GUARDIAN PIPELINE IS REQUESTING AN ADDITIONAL EASEMENT ADJACENT TO THEIR EXISTING EASEMENT IN ORDER TO INSTALL A SECOND PIPELINE.

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☒ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by: bcw

Approved by: bcw

Date: 09/23/26

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FEDERAL ENERGY
REGULATORY COMMISSION
888 First Street NE
Washington, DC 20426

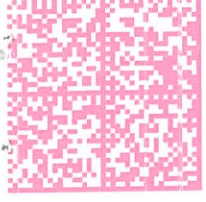
US POSTAGE

quadrant

CORRECTION
IMI

\$001.98⁰

08/03/2026 ZIP 20426
043M32206435



Docket No.: CP26-548-000

Current Resident

TOWN OF CORTLAND
PO BOX 519
CORTLAND, IL 60112-



UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Guardian Pipeline, LLC

Docket No. CP26-548-000

NOTICE OF SCOPING PERIOD REQUESTING COMMENTS ON
ENVIRONMENTAL ISSUES
FOR THE PROPOSED **GUARDIAN 3 EXPANSION PROJECT**

(July 29, 2026)

The staff of the Federal Energy Regulatory Commission (FERC or Commission) will prepare an environmental document that will discuss the environmental impacts of the Guardian 3 Expansion Project (G3 Expansion Project) involving construction and operation of facilities by Guardian Pipeline, LLC (Guardian) in Kendall, DeKalb, McHenry, and Will counties, Illinois as well as Dodge and Fond du Lac counties, Wisconsin. The Commission will use this environmental document in its decision-making process to determine whether the project is in the public convenience and necessity.

This notice announces the opening of the scoping process the Commission will use to gather input from the public and interested agencies regarding the project. As part of the National Environmental Policy Act (NEPA) review process, the Commission takes into account concerns the public may have about proposals and the environmental impacts that could result from its action whenever it considers the issuance of a Certificate of Public Convenience and Necessity. This gathering of public input is referred to as “scoping.” The main goal of the scoping process is to focus the analysis in the environmental document on the important environmental issues. Additional information about the Commission’s NEPA process is described below in the NEPA Process and Environmental Document section of this notice.

By this notice, the Commission requests public comments on the scope of issues to address in the environmental document. To ensure that your comments are timely and properly recorded, please submit your comments so that the Commission receives them in Washington, DC on or before 5:00 pm Eastern Time on **August 28, 2026**. Comments may be submitted in written form. Further details on how to submit comments are provided in the Public Participation section of this notice.

Your comments should focus on the potential environmental effects, reasonable alternatives, and measures to avoid or lessen environmental impacts. Your input will

help the Commission staff determine what issues they need to evaluate in the environmental document. Commission staff will consider all written comments during the preparation of the environmental document.

If you submitted comments on this project to the Commission **before** the opening of this docket on July 1, 2026, you will need to file those comments in Docket No. CP26-548 to ensure they are considered as part of this proceeding.

This notice is being sent to the Commission's current environmental mailing list for this project. State and local government representatives should notify their constituents of this proposed project and encourage them to comment on their areas of concern.

If you are a landowner receiving this notice, a pipeline company representative may contact you about the acquisition of an easement to construct, operate, and maintain the proposed facilities. The company would seek to negotiate a mutually acceptable easement agreement. You are not required to enter into an agreement. However, if the Commission approves the project, the Natural Gas Act conveys the right of eminent domain to the company. Therefore, if you and the company do not reach an easement agreement, the pipeline company could initiate condemnation proceedings in court. In such instances, compensation would be determined by a judge in accordance with state law. The Commission does not subsequently grant, exercise, or oversee the exercise of that eminent domain authority. The courts have exclusive authority to handle eminent domain cases; the Commission has no jurisdiction over these matters.

Guardian provided landowners with a fact sheet prepared by the FERC entitled "[An Interstate Natural Gas Facility On My Land? What Do I Need To Know?](#)" which addresses typically asked questions, including the use of eminent domain and how to participate in the Commission's proceedings. This fact sheet along with other landowner topics of interest are available for viewing on the FERC website (www.ferc.gov) under the Natural Gas, [Landowner Topics](#) link.

Public Participation

There are three methods you can use to submit your comments to the Commission. Please carefully follow these instructions so that your comments are properly recorded. The Commission encourages electronic filing of comments and has staff available to assist you at (866) 208-3676 or FercOnlineSupport@ferc.gov.

- 1) You can file your comments electronically using the [eComment](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to [FERC Online](#). Using eComment is an easy method for submitting brief, text-only comments on a project;

- 2) You can file your comments electronically by using the [eFiling](#) feature, which is located on the Commission's website (www.ferc.gov) under the link to [FERC Online](#). With eFiling, you can provide comments in a variety of formats by attaching them as a file with your submission. New eFiling users must first create an account by clicking on "[eRegister](#)." You will be asked to select the type of filing you are making; a comment on a particular project is considered a "Comment on a Filing"; or
- 3) You can file a paper copy of your comments by mailing them to the Commission. Be sure to reference the project docket number (CP26-548) on your letter. Submissions sent via the U.S. Postal Service must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, MD 20852.

Additionally, the Commission offers a free service called eSubscription which makes it easy to stay informed of all issuances and submittals regarding the dockets/projects to which you subscribe. These instant email notifications are the fastest way to receive notification and provide a link to the document files which can reduce the amount of time you spend researching proceedings. Go to <https://www.ferc.gov/ferc-online/overview> to register for eSubscription.

For public inquiries and assistance with making filings such as interventions, comments, or requests for rehearing, contact the Office of Public Participation at (202) 502-6595 or OPP@ferc.gov.

Summary of the Proposed Project

Guardian proposes to construct and operate 68.3 miles of new 36-inch-diameter pipeline comprised of looping¹ segments at two separate locations in Kendall, DeKalb and McHenry counties, Illinois; two new natural gas-fired 11,110-horsepower compressor units in Will County, Illinois; modifications to the compressor facilities at the existing Sycamore Compressor Station in DeKalb County; a new 9,000-horsepower compressor station (CS) in Dodge County, Wisconsin; a new meter and regulator station

¹ A pipeline loop is a segment of pipe constructed parallel to an existing pipeline to increase capacity. A "pig" is a tool that the pipeline company inserts into and pushes through the pipeline for cleaning the pipeline, conducting internal inspections, or other purposes.

in Fond du Lac County, Wisconsin and other minor appurtenant facilities in Illinois. The G3 Expansion Project would provide about 536,903 dekatherms/day (Dth/day) of long-term firm transportation capacity. According to Guardian, its project would help meet the growing demand for additional natural gas supplies in Wisconsin and neighboring states by creating additional firm transportation capacity from liquid trading hubs in the Chicago area to points of delivery in Wisconsin.

The G3 Expansion Project would consist of the following facilities:

- Approximately 42.6 miles of 36-inch-diameter looping natural gas pipeline (Juliet Loop) in Kendall and DeKalb counties, Illinois
- approximately 25.5 miles of 36-inch-diameter looping natural gas pipeline (Sycamore Loop) in DeKalb and McHenry counties, Illinois;
- two new natural gas 11,110-horsepower (HP) compressor units within Guardian's existing Joliet Compressor Station (CS) in Will County, Illinois;
- modifications to the compression facilities within Guardian's existing Sycamore CS in DeKalb County;
- greenfield 9,000-HP CS (Eden CS) in Dodge County, Wisconsin;
- greenfield meter and regulator station (MS) (Sheboygan MS) in Fond du Lac County, Wisconsin; and
- Other appurtenant pipeline facilities in Illinois.

The general location of the project facilities is shown in appendix 2.²

Land Requirements for Construction

Construction of the proposed facilities would disturb about 1,604 acres of land for the aboveground facilities and the pipeline. Following construction, Guardian would maintain about 476 acres for permanent operation of the project's facilities; the remaining acreage would be restored.

NEPA Process and the Environmental Document

Any environmental document issued by the Commission will discuss impacts that could occur as a result of the construction and operation of the proposed project under the relevant general resource areas:

² The appendices referenced in this notice will not appear in the Federal Register. Copies of the appendices were sent to all those receiving this notice in the mail and are available at www.ferc.gov using the link called "eLibrary." For instructions on connecting to eLibrary, refer to the last page of this notice. For assistance, contact FERC at FERCOnlineSupport@ferc.gov or call toll free, (886) 208-3676 or TTY (202) 502-8659.

- geology and soils;
- water resources and wetlands;
- vegetation and wildlife;
- threatened and endangered species;
- cultural resources;
- land use;
- Socioeconomics;
- air quality and noise; and
- reliability and safety.

Commission staff will also evaluate reasonable alternatives to the proposed project or portions of the project and make recommendations on how to lessen or avoid impacts on the various resource areas. Your comments will help Commission staff identify and focus on the issues that might have an effect on the human environment and potentially eliminate others from further study and discussion in the environmental document.

Following this scoping period, Commission staff will determine whether to prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). The EA or the EIS will present Commission staff's independent analysis of the issues. If Commission staff prepares an EA, a *Notice of Schedule for the Preparation of an Environmental Assessment* will be issued. The EA may be issued for an allotted public comment period. The Commission would consider timely comments on the EA before making its decision regarding the proposed project. If Commission staff prepares an EIS, a *Notice of Intent to Prepare an EIS/Notice of Schedule* will be issued, which will open up an additional comment period. Staff will then prepare a draft EIS which will be issued for public comment. Commission staff will consider all timely comments received during the comment period on the draft EIS and revise the document, as necessary, before issuing a final EIS. Any EA or draft and final EIS will be available in electronic format in the public record through eLibrary³ and the Commission's natural gas environmental documents webpage (<https://www.ferc.gov/industries-data/natural-gas/environment/environmental-documents>). If eSubscribed, you will receive instant email notification when the environmental document is issued.

With this notice, the Commission is asking agencies with jurisdiction by law and/or special expertise with respect to the environmental issues of this project to formally cooperate in the preparation of the environmental document.⁴ Agencies that

³ For instructions on connecting to eLibrary, refer to the last page of this notice.

⁴ Cooperating agency responsibilities are addressed in Section 107(a)(3) of NEPA (42 U.S.C. § 4336(a)(3)).

would like to request cooperating agency status should follow the instructions for filing comments provided under the Public Participation section of this notice.

Consultation Under Section 106 of the National Historic Preservation Act

In accordance with the Advisory Council on Historic Preservation's implementing regulations for section 106 of the National Historic Preservation Act, the Commission is using this notice to initiate consultation with the applicable State Historic Preservation Office(s), and to solicit their views and those of other government agencies, interested Indian tribes, and the public on the project's potential effects on historic properties.⁵ The environmental document for this project will document findings on the impacts on historic properties and summarize the status of consultations under section 106.

Environmental Mailing List

The environmental mailing list includes federal, state, and local government representatives and agencies; elected officials; Native American Tribes; environmental and public interest groups; other interested parties; and local libraries and media outlets. This list also includes all affected landowners (as defined in the Commission's regulations) who are potential right-of-way grantors, whose property may be used temporarily for project purposes, or who own homes within certain distances of aboveground facilities, and anyone who submits comments on the project and includes a mailing address with their comments. Commission staff will update the environmental mailing list as the analysis proceeds to ensure that Commission notices related to this environmental review are sent to all individuals, organizations, and government entities interested in and/or potentially affected by the proposed project.

If you need to make changes to your name/address, or if you would like to remove your name from the mailing list, please complete one of the following steps:

- 1) Send an email to GasProjectAddressChange@ferc.gov stating your request. You must include the docket number CP26-548 in your request. If you are requesting a change to your address, please be sure to include your name and the correct address. If you are requesting to delete your address from the mailing list, please include your name and address as it appeared on this notice. **This e-mail address is unable to accept comments.**

OR

⁵ The Advisory Council on Historic Preservation's regulations are at Title 36, Code of Federal Regulations, Part 800. Those regulations define historic properties as any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places.

- 2) Return the attached "Mailing List Update Form" (appendix 1).

Additional Information

Additional information about the project is available from the FERC website at www.ferc.gov using the [eLibrary](#) link. Click on the eLibrary link, click on "General Search" and enter the docket number in the "Docket Number" field. Be sure you have selected an appropriate date range. For assistance, please contact FERC Online Support at FercOnlineSupport@ferc.gov or (866) 208-3676, or for TTY, contact (202) 502-8659. The eLibrary link also provides access to the texts of all formal documents issued by the Commission, such as orders, notices, and rulemakings.

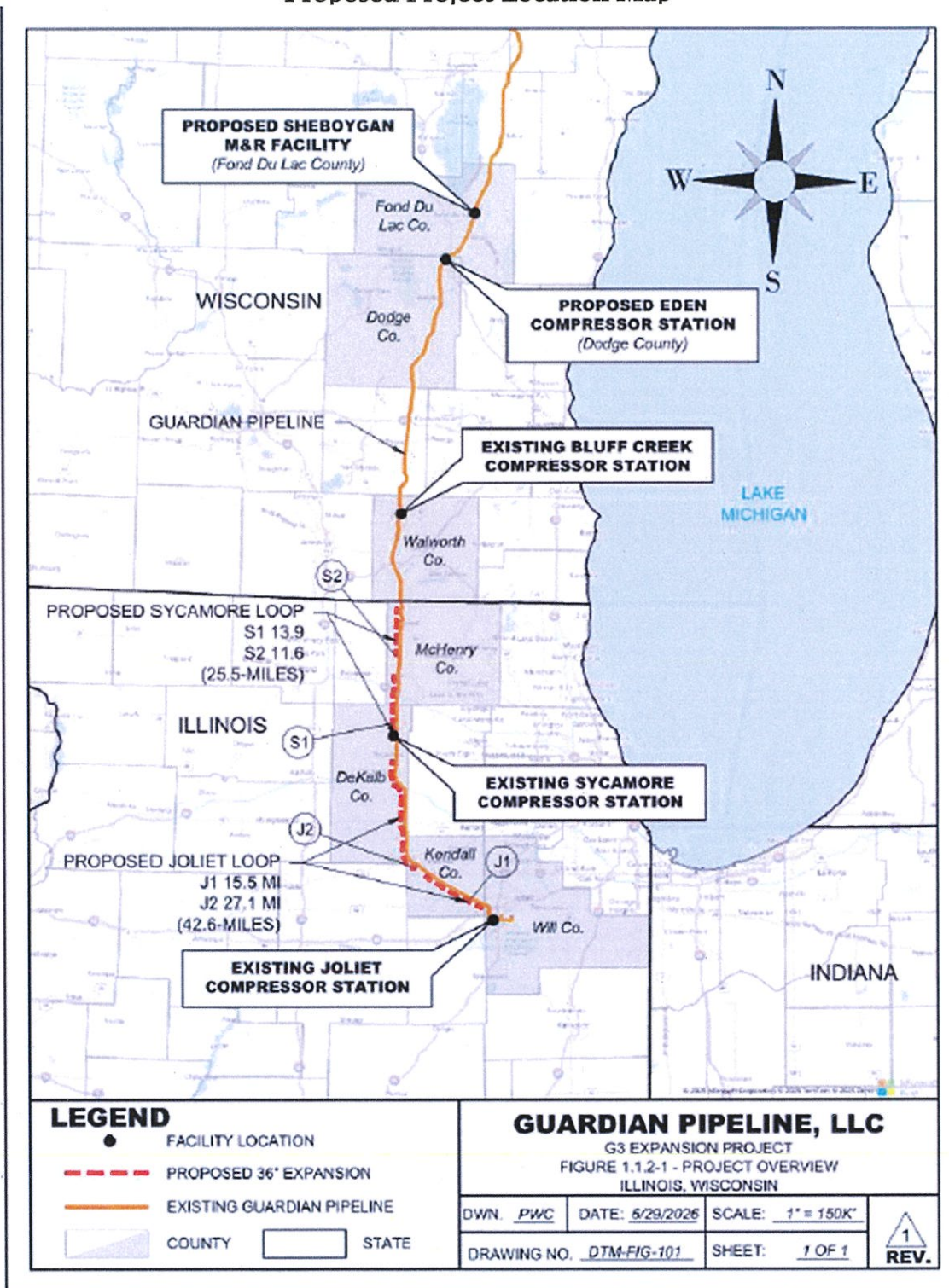
Public sessions or site visits will be posted on the Commission's calendar located at <https://www.ferc.gov/news-events/events> along with other related information.

(Authority: 18 CFR 2.1)

Debbie-Anne A. Reese,
Secretary.

Appendix 1

Proposed Project Location Map



Appendix 2

MAILING LIST UPDATE FORM

Guardian 3 Expansion Project

Name _____

Agency _____

Address _____

City _____ **State** _____ **Zip Code** _____

☐ **Please update the mailing list**

☐ **Please remove my name from the mailing list**

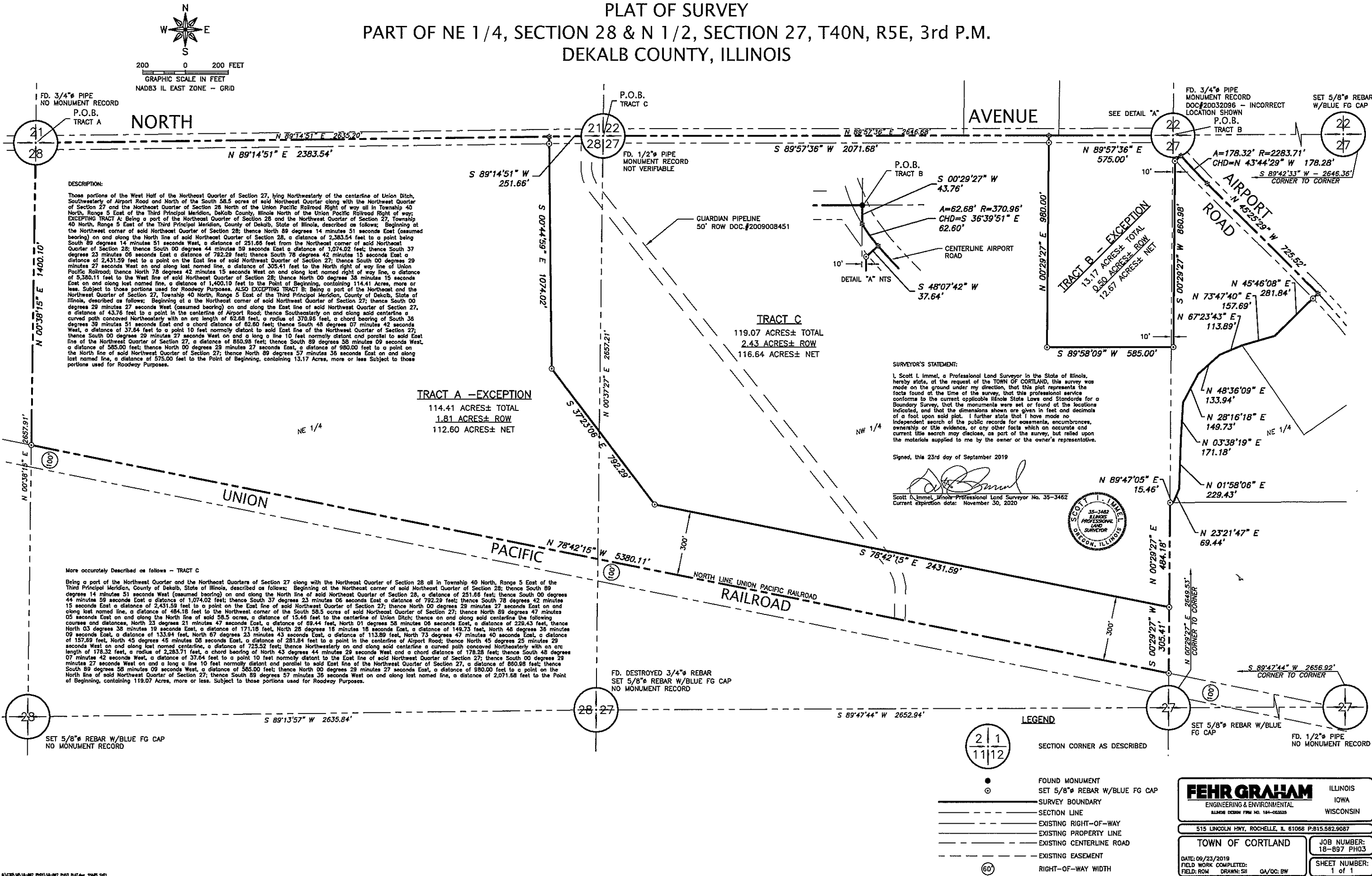
FROM _____

ATTN: OEP - Gas 3, PJ - 11.3
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

CP26-548 Guardian 3 Expansion Project

Staple or Tape Here

PLAT OF SURVEY
PART OF NE 1/4, SECTION 28 & N 1/2, SECTION 27, T40N, R5E, 3rd P.M.
DEKALB COUNTY, ILLINOIS



This Instrument Return To:

Town of Cortland
P.O. Box 519
Cortland, IL 60112

* The Above Space for Recorder's Use Only *

**TOWN OF CORTLAND
DEKALB COUNTY, ILLINOIS**

**TOWN OF CORTLAND
ORDINANCE NO. 2026-XX**

**AN ORDINANCE AUTHORIZING AND APPROVING A PIPELINE EASEMENT
AND RIGHT OF WAY AGREEMENT WITH GUARDIAN PIPELINE, L.L.C.
(TRACT NO. JIL-IL-DEK-109.100)**

**ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE TOWN OF CORTLAND**

This ____ day of _____, 2026

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this ____ day of _____, 2026.

ORDINANCE 2026-XX

AN ORDINANCE AUTHORIZING AND APPROVING A PIPELINE EASEMENT AND RIGHT OF WAY AGREEMENT BY AND BETWEEN THE TOWN OF CORTLAND, ILLINOIS AND GUARDIAN PIPELINE, L.L.C.

WHEREAS, the Town of Cortland, DeKalb County, Illinois (the “Town”) is an Illinois municipal corporation and the owner in fee simple of certain real property located in part of the Northwest Quarter of Section 27, Township 40 North, Range 5 East of the Third Principal Meridian, DeKalb County, Illinois, identified as DeKalb County Parcel Identification Number 09-27-100-011; and,

WHEREAS, Guardian Pipeline, L.L.C., (“Guardian Pipeline”) has requested that the Town grant a permanent pipeline easement and right of way, together with a temporary construction easement, on, over, under, through and across a portion of the Property for the purpose of deploying a pipeline not to exceed forty-two inches (42”) in diameter, together with appurtenances thereto, in connection with Guardian Pipeline’s G3 Expansion Project; and,

WHEREAS, the proposed permanent easement is Fifty Feet (50’) in width, together with an adjacent temporary construction easement consisting of temporary workspace and additional temporary workspace, all as more particularly depicted and described on the Easement Exhibit attached as Exhibit “A” hereto, and containing approximately 0.44 acres (permanent easement), 0.51 acres (temporary workspace), and 0.05 acres (additional temporary workspace); and,

WHEREAS, Guardian Pipeline has tendered to the Town a proposed Pipeline Easement and Right of Way agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference, with the terms, conditions, representations, and warranties as are more particularly set forth therein; and,

WHEREAS, the Mayor and Board of Trustees of the Town of Cortland have considered the terms of the Agreement and have determined that it is in the best interest of the Town and its residents to authorize and approve the granting of the Easements to Guardian Pipeline upon the terms and conditions set forth in the Agreement.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Agreement. The Pipeline Easement and Right of Way agreement by and between the Town of Cortland, as Grantor, and Guardian Pipeline, L.L.C., a Delaware limited

liability company, and its successors and/or assigns, as Grantee, in substantially the form attached hereto as Exhibit “B” and made a part hereof, is hereby approved.

Section 3. Authorization to Execute. The Mayor of the Town of Cortland is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, the Agreement, together with any and all documents, affidavits, or instruments necessary or convenient to grant, evidence, or effectuate the Easements described therein, on behalf of the Town of Cortland, with such non-material changes as the Mayor may approve prior to execution.

Section 4. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES of the Town of Cortland, Illinois, at a regular meeting thereof held on the ____ day of _____, 2026, and approved by me as Mayor on the same day.

AYE:

NAY:

ABSENT:

Mark Pietrowski
Mayor

ATTEST:

Cheryl Aldis
Town Clerk

CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, Cheryl Aldis, certify that I am the duly appointed and acting Town Clerk of the Town of Cortland, DeKalb County, Illinois.

I further certify that on _____, 2026, the Corporate Authorities of such municipality passed and approved Ordinance No. 2026-XX entitled **AN ORDINANCE AUTHORIZING AND APPROVING A PIPELINE EASEMENT AND RIGHT OF WAY AGREEMENT WITH GUARDIAN PIPELINE, L.L.C.**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2026-XX, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Town Hall, commencing on _____, 2026. Copies of such Ordinance were also available for public inspection upon request in the office of the Town Clerk.

Dated at Cortland, Illinois, this ____ day of _____, 2026.

(SEAL)

Cheryl Aldis, Town Clerk

EXHIBIT “A”

See attached Easement Exhibit

EXHIBIT “B”

PIPELINE EASEMENT AND RIGHT OF WAY AGREEMENT

This document prepared by:
Guardian Pipeline, L.L.C.
500 Woodward Avenue
Suite 2900
Detroit, Michigan 48226

and Return To:

Guardian Pipeline, L.L.C.
2315 Dean Street
Suite 500
St. Charles, Illinois 60175

Space above for County Recorder's Use

Tract No: JIL-IL-DEK-109.100

PIPELINE EASEMENT AND RIGHT OF WAY

STATE OF _____

§
§
§

COUNTY OF _____

THIS PIPELINE EASEMENT AND RIGHT OF WAY (the “Agreement”), made this ____ day of _____, 20__, by and between **TOWN OF CORTLAND, AN ILLINOIS MUNICIPAL CORPORATION** (hereinafter the “Grantor”, whether one or more), whose mailing address is PO Box 519, Cortland, IL, 60112 and **GUARDIAN PIPELINE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY**, with an address at 500 Woodward Avenue, Suite 2900, Detroit, Michigan 48226, and its successors and/or assigns (hereinafter the “Grantee”). The Grantor and Grantee may sometimes be referred herein individually as a “Party” or collectively as the “Parties”.

FOR AND IN CONSIDERATION of the sum of **Ten Dollars and 00/100 cents (\$10.00)** and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, warrant, convey and assign unto Grantee, its successors and assigns, an exclusive easement and right-of-way for the purpose, at any time and from time to

time, of surveying, clearing, excavating, installing, laying, constructing, maintaining, inspecting, operating, altering, repairing, testing, replacing, relaying, changing the size of, relocating, and removing and/or abandoning in place one pipeline not to exceed forty-two inches (42”) in outside nominal diameter (the “ Pipeline”), and appurtenances, along with ingress and egress by pedestrian, vehicle, or equipment, over and across the Property, as hereinafter defined, including but not limited to over such roads or ways as may exist at the time of each particular exercise of Grantee’s rights hereunder, , for the transportation of gas along with associated byproducts thereof, oil, and petroleum products and erecting, maintaining and removing drips, valves, fittings, meters, cathodic protection and other equipment and appurtenances as may be necessary or convenient for such operations, and if necessary, to construct, maintain, operate, remove, upgrade and replace permanent storm water management controls, electric power and/or communication and control facilities (all rights granted herein being collectively referred to as the “Purpose”, and all of Grantee’s personal property being collectively referred to as the “Pipeline Facilities”) on, over, under, through and across a strip of land starting being **Fifty Feet (50’)** in width, with Twenty Five Feet (25’) on either side of the Pipeline (the “Permanent Easement”), located all or in part of Section 27, Township 40N, Range 5E, Dekalb County, State of Illinois, depicted on ‘**Exhibit A**’ attached hereto, and described as follows:

Parcel ID(s): 0927100011

Situs Address: N/A

Property Description: See **Exhibit B**

Notwithstanding said Parcel ID(s) designation, this Agreement shall be effective as to the tract(s) actually owned by Grantor whether or not the Parcel ID(s) correctly identifies the location of the tract(s) (herein referred to as the “Property”).

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, such grant to be for the Purpose granted herein for as long as the Pipeline Facilities are useful, necessary, or convenient to Grantee. Notwithstanding the foregoing, if Grantee has not commenced construction of the [NB1.1] Pipeline Facilities within five (5) years of the date of this Agreement, this Agreement and the Easements granted hereunder shall automatically terminate and revert to Grantor without further action by either Party. Grantee may extend this Agreement for one (1) additional five (5) year period, by delivering written notice to Grantor and paying an extension fee equal to the original consideration paid under this Agreement, such payment to be made prior to the termination. If Pipeline Facilities are abandoned or removed from service for a continuous period of Sixty (60) months and Grantee has received a Certificate of Abandonment from the Federal energy Regulatory Commission (“FERC”), the Easements shall automatically terminate, and Grantee shall either remove the Pipeline Facilities to a depth of not less than thirty-six (36) inches and restore the surface, or provide Grantor a recordable release of the Easements, depending on what the Certificate provides. Any pipeline abandoned in place shall be purged, capped, and left in a condition that does not pose a safety hazard, in accordance with then-applicable PHMSA and/or FERC requirements.

This Agreement is made subject to the following terms and conditions:

1. EASEMENT LOCATION: The Pipeline Facilities shall be constructed and installed within the Permanent Easement on Grantor's Property along an approximate route as depicted on the attached Exhibit A, although the final location of the Permanent Easement may vary depending on construction necessity or requirements to be determined at the sole discretion of Grantee. In order to construct Pipeline Facilities on Property, Grantor further grants, sells, and conveys unto Grantee a Temporary Construction Easement as further described in paragraph 2. The Permanent Easement and Temporary Construction Easement may sometimes be referred herein collectively as the "Easements". Grantor understands that the final Easement location may involve civil, cultural, environmental, and other types of surveys to comply with Local, State, and Federal Governmental Agency Regulations. Exhibit A attached hereto is a sketch or image of all or part of the Property showing the approximate location of the Easements. The precise location of the Temporary Construction Easement will be in an area immediately adjacent to the planned or actual Permanent Easement, and any such additional areas indicated on Exhibit A.

Grantee shall have the right to select the exact location of the Permanent Easement and the location of the pipeline within same, such that the centerline of the pipeline may not, in all instances, lie in the middle of the Permanent Easement as it is approximately shown in Exhibit A; but regardless of the location of the pipeline, the Permanent Easement shall not exceed fifty feet (50') in width.

Within one hundred eighty (180) days following the completion of construction of the pipeline, Grantee may supplement Exhibit A with a new Exhibit A-1 that will (a) show the definite location of the installed pipeline as determined by an as-built survey, and (b) provide the legal description of the definite location of the Permanent Easement. Unless otherwise indicated on Exhibit A-1 or in the event Grantee does not provide Exhibit A-1, the parties hereto agree that the Permanent Easement shall extend twenty-five feet (25') outward in each direction at a ninety (90) degree angle from the centerline of the pipeline as originally constructed. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Agreement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Agreement, and to record or re-record such affidavit, amendment or Agreement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment, or re-recorded Agreement.

2. TEMPORARY CONSTRUCTION EASEMENT

- a. The Temporary Construction Easement granted herein shall consist of Temporary Workspace ("TWS") and Additional Temporary Workspace ("ATWS") (collectively referenced herein as the "Temporary Construction Easement"). Unless otherwise depicted on Exhibit A, the TWS is granted adjacent to the Permanent Easement by fifty (50) feet in width to facilitate the construction of the Pipeline Facilities.
- b. In the event Grantee elects to perform additional activities related to the Purpose to include, but not limited to, maintenance or repairs, Grantee shall retain the right to reinstate and utilize any and all of the Temporary Construction Easement.

3. CONSIDERATION

- a. The consideration paid by Grantee to Grantor ("Payment") as further depicted on an unrecorded "Order For Payment", shall represent complete and final payment, in advance, for the Easements, along with the enjoyment and use by Grantee of its full rights hereunder and for any and all injuries and damages of whatever nature and character to the Property, including but not limited to the land, crops, pasturage, timber, stone, fences and improvements on, over and across the Property, occasioned during the construction of the Pipeline Facilities.
- b. Grantor's acceptance of Payment shall be conclusive evidence of Grantor's agreement to the Easements depicted on the Exhibit A. It being understood and agreed that Grantee is not obligated to construct the Pipeline Facilities hereunder or to make Payment unless it shall elect to do so. Grantee shall have the unrestricted and unconditioned right and ability to construct and install its pipeline.
- c. Grantor and Grantee agree that whenever the Easement is disturbed by Grantee during the execution of the Purpose, Grantee shall reclaim and reseed the land and repair any damage to fences and other structures that may subsequently arise at a reasonable time after the completion of work. Grantor hereby covenants that any and all claims that they have or may have because of the Grantee's construction operations necessary or incidental to the execution of the Purpose on the Easements have been paid and satisfied in full.

4. USE AND ENJOYMENT/ENCROACHMENTS: Grantor reserves the right to the use and enjoyment of the Easement for farming, recreation, and other uses excepting for the Purpose herein granted, but any such use shall not hinder, conflict, or interfere with Grantee's surface or sub-surface rights hereunder or disturb its Pipeline Facilities, and related construction activities, without the express written consent of Grantee; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Permanent Easement and/or the Temporary Construction Easement (during the original construction of the Pipeline Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Permanent Easement and/or the Temporary Construction Easement (during the original construction of the Pipeline Facilities), (iii) change the depth of cover over the Permanent Easement and/or the Temporary Construction Easement (during the original construction of the Pipeline Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Permanent Easement and/or the Temporary Construction Easement (during the original construction of the Pipeline Facilities), nor cause the Permanent Easement and/or the Temporary Construction Easement (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Permanent Easement and Temporary Construction Easement, at Grantor's cost, all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Permanent Easement and Temporary Construction Easement, using methods

permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Permanent Easement and/or Temporary Construction Easement of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipeline and facilities and maintenance of the Permanent Easement and Temporary Construction Easement. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Permanent Easement and/or Temporary Construction Easement to any third parties without prior written consent of Grantee.

5. INITIAL DEPTH OF PIPELINE(S): Grantee agrees to initially bury the Pipeline so that the top of same will be buried at least sixty inches (60") in agricultural areas, and forty-eight inches (48") in non-agricultural areas, or as reasonably practical, below the existing ground level contour at the time of initial construction.
6. TIMBER REMOVAL: Any and all merchantable and non-merchantable timber and brush cleared on the Easements by Grantee during the execution of the Purpose shall be either removed from the Property and/or chipped and buried. Any and all stumps on the Easements shall be removed by the Grantee from the Property. The disposal for the aforementioned timber, brush, and stumps is the sole responsibility of Grantee.
7. HUNTING AND FISHING: Grantee may not hunt, fish, bring alcoholic beverages, or illegal drugs on the Grantor's Property.
8. REPRESENTATIONS AND WARRANTIES: Grantor hereby represents and warrants that: A) Grantor is the owner in fee simple of the Property and it has the full right, power and authority to enter into this Agreement; B) There are no actions, legal proceedings or investigations pending or, to Grantor's knowledge, threatened, that would adversely affect the Property or the Easement, and agrees not to cause the Grantee to be attached as an additional defendant in any legal proceedings affecting the Permanent Easement; C) The Property is free of all liens, leases and encumbrances except for valid oil and gas leases and mortgages duly-recorded prior to the date hereof; D) Grantor has not, and will not during the term of this Agreement, grant any third party Options nor grant any third party rights in the Property that are inconsistent or conflict with the terms of this Agreement. The foregoing representations and warranties shall be true as of the date of this Agreement and will survive Grantee's Exercise of this Agreement.
9. ARBITRATION: If for any reason the Parties should have any dispute or claim arising out of or relating to this Agreement or the breach thereof that cannot be resolved within one hundred and twenty (120) days, then Grantor and Grantee agree to resolve any and all remaining disputes through binding arbitration as determined by three disinterested persons, one thereof to be appointed and paid by Grantor, one by Grantee, and the third appointed by the two aforesaid with payment equally shared, and the award of the three persons shall be final and binding. Such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules ("**Rules**"), which Rules are deemed to be incorporated by reference into this Agreement, with such proceedings governed by the laws of the State of Illinois.

10. GOVERNING LAW: This Agreement shall be governed by the laws of the state of Illinois without regard to conflicts laws or choice of law rules thereof.
11. COOPERATION: The Parties agree to cooperate in obtaining any permits, licenses, permissions or approvals, including but not limited to subordinations, driveway permits, highway occupancy permits, environmental permits, and land use permits (hereinafter "Permits"), which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the Purpose. Grantor agrees to join in the application for any such Permits if Grantor's signature is required in the application process.
12. INDEMNITY: Grantee does hereby covenant and agree to indemnify and hold Grantor harmless against any and all losses, damages, claims, demands and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorney's fees) that Grantor may suffer to incur or to which it may be made liable (collectively, "Claims"), to the extent that such Claims are incident to, or connected directly with, Grantee's performance or exercise or failure to perform or exercise the Purpose contemplated or operations hereunder, EXCLUDING all losses, damages, claims, demands and suits resulting from the negligence, gross negligence or malicious acts (or omissions) of Grantor, its agents, employees or representatives.
13. SUCCESSORS AND ASSIGNS: This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.
14. INSURANCE: Prior to commencing construction of the Pipeline Facilities, Grantee shall obtain and maintain such coverage during [NB6.1] construction and thereafter for so long as Grantee owns, operates, or is responsible for the Pipeline Facilities Commercial General Liability insurance (or a program of self-insurance providing materially equivalent protection) with limits of Ten Million Dollars (\$10,000,000.00) per occurrence. The required limits may be satisfied through any combination of primary Commercial General Liability insurance and umbrella or excess liability insurance. Grantee shall name Grantor as an additional insured solely with respect to liability arising out of Grantee's construction, ownership, operation, maintenance, repair, replacement, or removal of the Pipeline Facilities. Grantee shall ensure that each contractor and subcontractor engaged in connection with the construction is required to obtain and maintain, at its own expense, insurance coverage and limits that are commercially reasonable and customary for the nature, scope, and risk of the contractor's or subcontractor's performance of the construction. Grantee shall, upon Grantor's written request, provide Grantor with a certificate of insurance or other reasonable evidence of such coverage.
15. ENTIRE AGREEMENT: This Agreement, including any exhibits hereto, constitutes all of the agreements and stipulations of the Parties pertaining to the subject matter of this Agreement, superseding all prior verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by both Parties.

16. **SEVERABILITY:** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Grantor and Grantee covering the subject matter hereof.

17. **COUNTERPARTS:** This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute as one and the same instrument.

18. **NOTICE(S):**

- a. **LEGAL NOTICE(S):** All notices, demands and other communications which may be or are required to be given shall be made in writing, unless otherwise specifically provided herein, and shall be sent by electronic mail, certified mail, courier or personal delivery and shall be deemed given when actually received by the recipient in the case of courier or personal delivery correctly addressed to the recipient at the following addresses:

Guardian Pipeline, L.L.C.
Attn: Wendy Ellis, General Counsel
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226
Contract_Notices@dtmidstream.com

- b. **NON-LEGAL NOTICE(S):**

Town Of Cortland
PO Box 519
Cortland, IL 60112

Guardian Pipeline, L.L.C.
c/o Land Dept.
600 Travis St., Suite 3250
Houston, TX 77002
Contract_Notices@dtmidstream.com

19. EXHIBIT C: See '**Exhibit C**' for additional provisions attached hereto and by this reference made a part hereof. If any of the '**Exhibit C**' provisions conflict with terms of this agreement, the '**Exhibit C**' provisions shall prevail.

*The remainder of this page left intentionally blank
Acknowledgements appear on following page*

This Pipeline Easement and Right of Way is signed by Grantor and Grantee as of the date of the acknowledgment of their signatures below but is effective for all purposes as of the day and year first above written.

GRANTOR:

TOWN OF CORTLAND

By: _____

Name: _____

Title: _____

CORPORATION COMPANY ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

On the _____ day of _____ in the year 2026 before me, the undersigned Notary Public in and for said county and state, personally appeared _____, in their capacity as _____, of Town of Cortland known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered by his free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date herein above stated.

_____, Notary Public

My Commission Expires: _____

GRANTEE:

GUARDIAN PIPELINE, L.L.C.

By: _____

Name: _____

Title: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

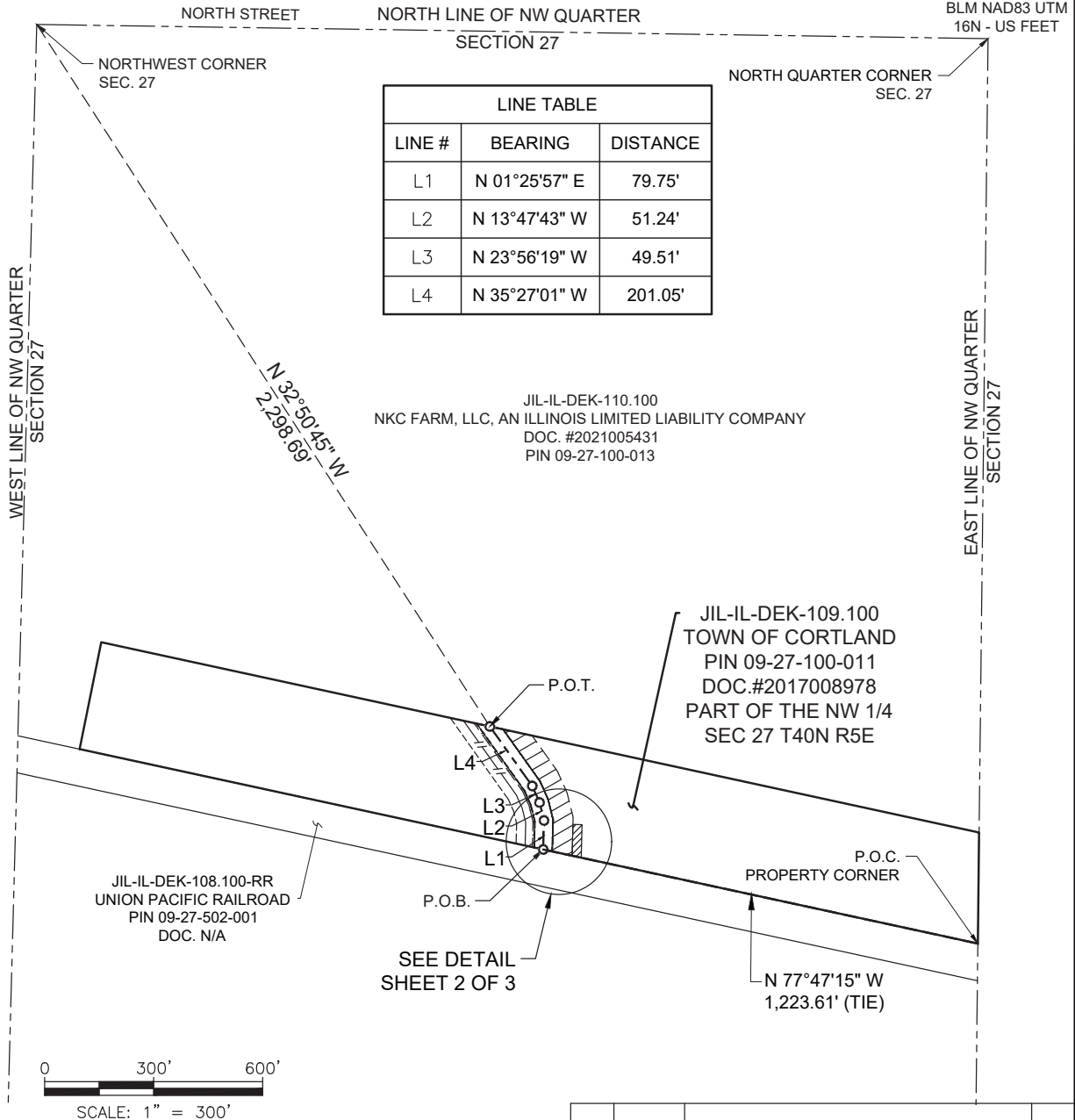
On the _____ day of _____ in the year _____ before me, the undersigned Notary Public in and for said county and state, personally appeared _____, in their capacity as _____, of Guardian Pipeline, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered by his free and voluntary act for the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as of the date herein above stated.

_____, Notary Public

My Commission Expires: _____

EASEMENT EXHIBIT

TRACT NO. JIL-IL-DEK-109.100, TAX PARCEL NO. 09-27-100-011
 OWNER: TOWN OF CORTLAND
 BEING A PART OF THE NW 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 5 EAST, OF THE 3RD PRINCIPAL MERIDIAN.
 DEKALB COUNTY, ILLINOIS



TOTAL LENGTH OF PROPOSED PIPELINE: 381.55 FEET
 PROPOSED PERMANENT EASEMENT AREA: 0.44 ACRES ±
 TEMPORARY WORKSPACE AREA: 0.51 ACRES ±
 ADDITIONAL TEMPORARY WORKSPACE AREA: 0.05 ACRES ±

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- SECTION LINE
- PROPERTY LINE
- ADJOINING OWNER PROPERTY LINE
- PROPOSED PIPELINE
- EXISTING PIPELINE
- EXISTING PERMANENT EASEMENT
- PROPOSED PERMANENT EASEMENT
- TEMPORARY WORKSPACE EASEMENT
- TEMPORARY ACCESS ROAD

PROPOSED PIPELINE VERTICES. THIS SYMBOL DOES NOT REPRESENT A MONUMENTED LINE. IT ONLY DEPICTS A CHANGE IN DIRECTION.

PIN PERMANENT TAX ID NUMBER

REV.	DATE	DESCRIPTION	BY
1	03/19/26	REVIEWED AND APPROVED	RH
0	03/18/26	ISSUED FOR REVIEW	BB

CLIENT: GUARDIAN PIPELINE, L.L.C.



PROJECT: G3 EXPANSION PROJECT

PREPARED BY:



LW SURVEY CO.
 8556 POTOMAC
 CENTER LINE, MI. 48015
 (586)909-6469

IL PROFESSIONAL DESIGN FIRM LICENSE NO. 184003102-0008, EXPIRES 04/30/2027

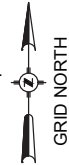
DATE: 03/18/26	SCALE: 1"=300'	EXHIBIT A
JOB NO.: 55131	DRAWN BY: BB	SHEET NO.: 1 OF 3
FILE NAME: REV. 1	CHECKED BY: CS	

EASEMENT EXHIBIT

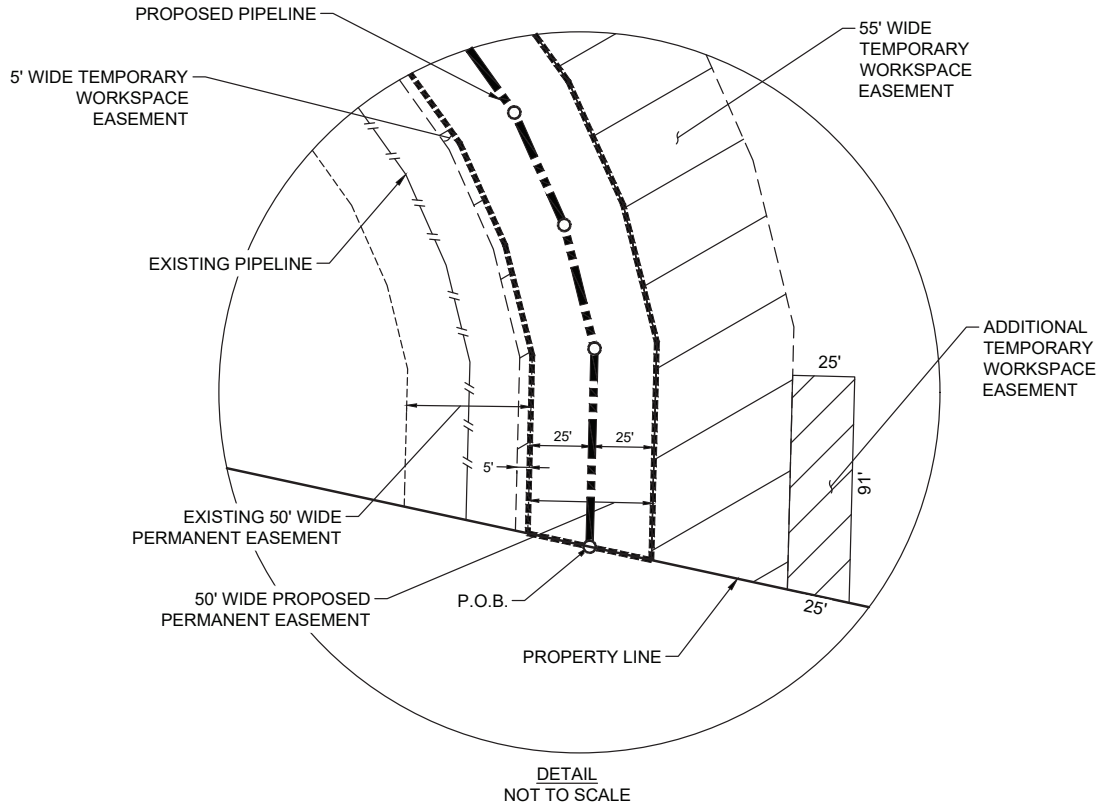
TRACT NO. JIL-IL-DEK-109.100, TAX PARCEL NO. 09-27-100-011

OWNER: TOWN OF CORTLAND

BEING A PART OF THE NW 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 5 EAST, OF THE 3RD PRINCIPAL MERIDIAN.
DEKALB COUNTY, ILLINOIS



BLM NAD83 UTM
16N - US FEET



REV.	DATE	DESCRIPTION	BY
1	03/19/26	REVIEWED AND APPROVED	RH
0	03/18/26	ISSUED FOR REVIEW	BB

CLIENT: GUARDIAN PIPELINE, L.L.C.



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IL PROFESSIONAL DESIGN FIRM LICENSE NO. 184003102-0008, EXPIRES 04/30/2027

DATE:	03/18/26	SCALE: N/A	EXHIBIT A
JOB NO.:	55131	DRAWN BY: BB	SHEET NO.:
FILE NAME: REV. 1		CHECKED BY: CS	2 OF 3

EASEMENT EXHIBIT

TRACT NO. JIL-IL-DEK-109.100, TAX PARCEL NO. 09-27-100-011

OWNER: TOWN OF CORTLAND

BEING A PART OF THE NW 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 5 EAST, OF THE 3RD PRINCIPAL MERIDIAN.
DEKALB COUNTY, ILLINOIS

PERMANENT EASEMENT AREA:

A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PERMANENT EASEMENT, ACROSS THAT CERTAIN TRACT OF LAND CONVEYED TO TOWN OF CORTLAND, DOCUMENT NO. 2017008978, DEED RECORDS OF DEKALB COUNTY, ILLINOIS, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 5 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, SAID PERMANENT EASEMENT BEING 25 FEET IN WIDTH ALONG EACH SIDE OF THE CENTERLINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT AND THE NORTHERLY RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD, THENCE N 77°47'15" W, ALONG SAID RIGHT OF WAY A DISTANCE OF 1,223.61 FEET TO A POINT ON THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED CENTERLINE;

THENCE N 01°25'57" E, A DISTANCE OF 79.75 FEET TO A POINT;

THENCE N 13°47'43" W, A DISTANCE OF 51.24 FEET TO A POINT;

THENCE N 23°56'19" W, A DISTANCE OF 49.51 FEET TO A POINT;

THENCE N 35°27'01" W A DISTANCE OF 201.05 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE REFERENCED TRACT OF LAND AND THE **POINT OF TERMINATION** OF THIS HEREIN DESCRIBED CENTERLINE FROM WHICH THE NORTHWEST CORNER OF SECTION 27 BEARS N 32°50'45" W, A DISTANCE OF 2,298.69 FEET; SAID CENTERLINE BEING 381.55 FEET IN LENGTH, AND SAID PERMANENT EASEMENT CONTAINING 0.44 ACRES OF LAND, MORE OR LESS.

THIS PERMANENT EASEMENT IS INTENDED TO BE PARALLEL WITH AND ADJOINING THE EXISTING GUARDIAN PIPELINE PERMANENT EASEMENT.

TEMPORARY WORKSPACE EASEMENT AREA:

BEING FIFTY-FIVE (55) FOOT WIDE AND FIVE (5) FOOT WIDE STRIPS OF LAND, PARALLEL AND CONTIGUOUS WITH AND ADJOINING THE SIDES OF THE ABOVE DESCRIBED FIFTY (50) FOOT WIDE PERMANENT EASEMENT. SAID STRIPS OF LAND SHALL EXTEND THE ENTIRE LENGTH OF THE FIFTY (50) FOOT WIDE PERMANENT EASEMENT AS SHOWN ON THE ATTACHED EXHIBIT, CONTAINING 0.51 ACRES OF LAND, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE EASEMENT AREA:

BEING AN ADDITIONAL TEMPORARY WORKSPACE AS SHOWN ON THIS EXHIBIT CONTAINING 0.05 ACRES OF LAND, MORE OR LESS.

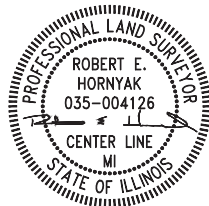
SURVEYOR'S STATEMENT:

THE SOLE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW THE LOCATION OF THE PROPOSED EASEMENT(S), (PERMANENT, CONSTRUCTION, TEMPORARY, AND/OR ACCESS ROAD) AS THEY CROSS THE SUBJECT PROPERTY SHOWN HEREIN. THIS EXHIBIT IS INTENDED TO DEPICT THE LOCATION AND EXTENT OF THE EASEMENT PREMISES RELATIVE TO THE APPARENT DEED LINES AND VISIBLE IMPROVEMENTS.

THIS PROFESSIONAL SERVICE DOES NOT CONSTITUTE A BOUNDARY SURVEY.

THE APPARENT DEED LINES SHOWN HEREIN ARE DEPICTED USING RECORD EVIDENCE OF DEEDS, PLATS, AND TAX MAPS AND/OR LIMITED FIELD EVIDENCE, WHERE AVAILABLE. THIS EXHIBIT IS NOT INTENDED TO TRANSFER PROPERTY, DEFINE PROPERTY LINES OR BOUNDARY LINES, OR TO BE USED FOR CONSTRUCTION PURPOSES.

BEARINGS AND DISTANCES ARE BASED ON THE "NAD83/BLM 16N (FTUS)" UTM COORDINATE SYSTEM. THE BEARINGS AND DISTANCES ARE APPROXIMATE.



ROBERT E. HORNYAK
Date Signed: 03/18/2026
Professional Land Surveyor
License No. 035-004126
License Expires 11/30/2026

1	03/19/26	REVIEWED AND APPROVED	RH
0	03/18/26	ISSUED FOR REVIEW	BB
REV.	DATE	DESCRIPTION	BY

CLIENT: GUARDIAN PIPELINE, L.L.C.

DT Midstream

PROJECT: G3 EXPANSION PROJECT

PREPARED BY:  LW SURVEY CO.
8556 POTOMAC
CENTER LINE, MI. 48015
(586)909-6469
IL PROFESSIONAL DESIGN FIRM LICENSE NO. 184003102-0008, EXPIRES 04/30/2027

DATE: 03/18/26	SCALE: N/A	EXHIBIT A
JOB NO.: 55131	DRAWN BY: BB	SHEET NO.: 3 OF 3
FILE NAME: REV. 1	CHECKED BY: CS	



Order For Payment

Tract Number: JIL-IL-DEK-109.100
Landowner Name: Town of Cortland
Pipeline Easement Footage 381.55 feet (+/-)

Date: 9/17/2026

EASEMENT CONSIDERATION

Easement Type	Acres/Footage		Price Per Acre/Foot		Total Easement Consideration
Permanent	0.44	X	\$25,000.00	=	\$11,000.00
Temporary Workspace	0.51	X	\$12,500.00	=	\$6,375.00
Additional Temporary Workspace	0.05	X	\$12,500.00	=	\$625.00
TOTAL EASEMENT CONSIDERATION					\$18,000.00

DAMAGE CALCULATION

Crop Loss Percentage	Crop Type	Acres	Per-Acre Yield	Cost Per Bushel	Cost Per Acre		Advance Payment of Damages
Yr 1 - 100%	Corn	1.000	220	\$5.00	\$1,100.00	=	\$1,100.00
Yr 2 - 75%	Soybean	1.000	65	\$12.00	\$780.00	=	\$585.00
Yr 3 - 50%	Corn	1.000	220	\$5.00	\$1,100.00	=	\$550.00
						=	
TOTAL CROP DAMAGES							\$2,235.00
DIFFERENCE TO SETTLE							\$34,765.00
TOTAL PAYMENT							\$55,000.00

Agent: _____ Date _____

Acceptance

Approved By: _____
Jeremy Tingler, Director Land

Grantor Signature _____ Date _____

Prepared By: _____
Eric Gray, Land Manager

Grantor Signature _____ Date _____