CROP DAMAGE AGREEMENT

This Crop Damage Agreement ("Agreement") entered into as of the ___ day of January, 2015, between the Town of Cortland, an Illinois municipal corporation ("the Town") and Mary Aldis, ("the Owner"):

WITNESSETH

WHEREAS, the Owner has heretofore granted to the Town a permanent utility easement and temporary construction easement for construction, use and maintenance of storm sewer and sanitary sewer extensions, over certain farmland property owned by the Owner, and legally described in **Exhibit A** attached hereto; and

WHEREAS, said easement was recorded in the office of the DeKalb County Recorder on June 8, 2000, as Document #2000007513; and

WHEREAS, the Town's use of the property granted by said easement for said purposes is expected to result in damage to crops grown on the easement premises associated with a certain project taking place during 2014-2015 to construct a lift station (the "North Avenue Lift Station Project"); and

WHEREAS, the parties have agreed that fair compensation to be paid for the crop damage anticipated as a result of the North Avenue Lift Station Project on the easement premises is a total sum of $1,790.00 covering three years of crop damage (2014-2016), which includes crop damage to the permanent easement premises and the temporary construction easement premises; and

WHEREAS, the parties wish to memorialize their agreement regarding crop damages to the easement premises in writing:

NOW THEREFORE, in consideration of the agreements sent forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Payment for Crop Damage. The Town shall pay the sum of $1,790.00 cash to the Owner, on or before _____, 2015, as payment in full for any crop damage caused to the permanent easement premises or the temporary construction easement premises by the construction and use of the utility facilities for the North Avenue Lift Station Project.

2. Acceptance of Payment in Full Satisfaction of Claims and Release. The Owner shall accept the foregoing payment in full satisfaction of all claims of the Owner for crop damage caused by, or anticipated to be caused by, the Town in connection with the construction and use of the storm sewer and sanitary sewer extension, including crop damage to the permanent easement premises and the temporary construction easement premises for the North Avenue Lift Station Project. In exchange for said payment, the Owner hereby releases and discharges the Town from any and all claims, rights or causes of action which the Owner now has, or may in the future have, for such crop damage arising from the construction and use of the storm sewer and sanitary sewer extension within the easement premises and resulting from the use of the temporary construction easement during said construction past, present or future relating to the North Avenue Lift Station Project.

3. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and is intended to supersede and discharge any prior oral or written, or contemporaneous oral agreements.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement in duplicate originals, each of which shall be deemed an original, as of the date first set forth above.

Mary M Aldis

Mary Aldis

THE TOWN OF CORTLAND, an Illinois municipal corporation

By: _____
Mayor

Attest: _____
Authorized Official

EXHIBIT A

Legal Description

That part of the Northeast Quarter of Section 29, Township 40 North, Range 5 East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of the said Northeast Quarter; thence Westerly along the North line of said Quarter, 398.59 feet for a point of beginning; thence continuing Westerly along said North line, 600.0 feet; thence Southerly at an angle of 91°21'35" measured clockwise from the last described course, 620.34 feet to the Northerly right of way line of the Union Pacific Railroad; thence Southeasterly at an angle of 100°36'42" measured clockwise from the last described course along the North line to a point on a line parallel with and 20 feet measured perpendicular to the last described course; thence Northerly along said parallel line to a point 63.0 feet measured perpendicular to the North line of the Northeast Quarter; thence Easterly along said parallel line 580.0; thence Northerly 63.0 feet more or less to the point of beginning.