

EXHIBIT B
IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL DISTRICT
LAKE COUNTY, ILLINOIS

CITY OF ZION, ZION TOWNSHIP, ZION PARK)
DISTRICT, ZION BENTON PUBLIC LIBRARY)
DISTRICT, ZION ELEMENTARY SCHOOL)
DISTRICT NO. 6, ZION BENTON TOWNSHIP HIGH)
SCHOOL DISTRICT NO. 126)

Plaintiffs)

vs.)

Case No. _____)

CONSTELLATION ENERGY GENERATION)
(("Constellation") (f/k/a Exelon Generation Company,)
LLC)), the ZION TOWNSHIP ASSESSOR, LAKE)
COUNTY BOARD OF REVIEW, SUPERVISOR OF)
ASSESSMENTS OF LAKE COUNTY, LAKE)
COUNTY CLERK, LAKE COUNTY COLLECTOR)
AND TREASURER, LAKE COUNTY, LAKE)
COUNTY FOREST PRESERVE DISTRICT,)
COLLEGE OF LAKE COUNTY COMMUNITY,)
COLLEGE DISTRICT NO. 532 and THE NORTH)
SHORE WATER RECLAMATION DISTRICT)

Defendants.

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT

1. Plaintiffs, City Of Zion, Zion Township, Zion Park District, Zion Benton Public Library District, Zion Elementary School District, No. 6 and Zion Benton Township High School District No. 126 and Defendants Constellation Generation, LLC, Zion Township Assessor, Lake County Board Of Review, Supervisor Of Assessments Of Lake County, Lake County Clerk, Lake County Collector And Treasurer, Lake County, Lake County Forest Preserve District, College Of Lake County Community College District No. 532 and the North Shore Water Reclamation District by their respective attorneys of record or their duly authorized representatives, hereby request that this Honorable Court approve the Zion Power Station ISFSI Parcel Agreement (“Settlement Agreement”) attached hereto as Exhibit 1, pursuant to the authority

of Section 200/9-45 of the Illinois Property Tax Code, 35 ILCS 200/9-45 (1999). In support of this Joint Motion, the Parties state:

2. This case involves the assessed valuation of the Zion Nuclear Power Station, which is property owned by Constellation in Lake County, Illinois.

3. The parties desire to resolve their disputes, including the matters raised in this litigation and avoid future litigation, all as set forth in the Settlement Agreement, attached hereto and made a part hereof as Exhibit 1.

4. In addition to this litigation, there is currently pending before the Lake County Board of Review litigation regarding the equalized assessed valuation of the Zion Station Parcel for the 2022 tax year.

5. The legislature has provided a mechanism for property tax settlements to be approved by the court in which assessment litigation is pending or threatened. 35 ILCS 200/9-45 (1999). No such settlement agreement is effective until it is approved by the court. The Parties respectfully request that this Honorable Court approve the Settlement Agreement. The Parties represent that the Settlement Agreement is consistent with the provisions of 35 ILCS 200/9-45 which provides, in pertinent part, as follows:

...Such an agreement may include the assessment of the facility for any years in dispute as well as for up to ten years in the future. Such an agreement may provide for the settlement of issues relating to the assessed value of the facility and may provide for related payments, refunds, claims, credits against taxes and liabilities in respect to past and future taxes of taxing districts, including any fund created under Section 20-35 of this Act, all implementing the settlement agreement. Any such agreement may provide that parties thereto agree not to challenge assessments as provided in the agreement. An agreement entered into on or after January 1, 1993, may provide for the classification of property that is the subject of the agreement as real or personal during the term of the agreement and thereafter. It may also provide that taxing districts agree to reimburse the taxpayer for amounts paid by the taxpayer in respect to taxes for the real property which is the subject of the agreement to the extent levied by those respective districts, over and above amounts which would be due if the facility were to be assessed as provided in the agreement. Such reimbursement may be provided in the agreement to be made by credit against taxes of the taxpayer. No credits shall be applied against taxes levied with respect to debt service or lease payments of a taxing

district. No referendum approval or appropriation shall be required for such an agreement or such credits and any such obligation shall not constitute indebtedness of the taxing district for purposes of any statutory limitation. The county collector shall treat credited amounts as if they had been received by the collector as taxes paid by the taxpayer and as if remitted to the district. A county treasurer who is a party to such an agreement may agree to hold amounts paid in escrow as provided in the agreement for possible use for paying taxes until conditions of the agreement are met and then to apply these amounts as provided in the agreement....

6. Without limiting or altering the scope or terms of the Settlement Agreement in any way, the parties specifically call the Court's attention to the following:

(a) Paragraph 2 of the Settlement Agreement addresses the equalized assessed valuation of the Zion Station Parcel for tax years 2022 through 2026.

(b) Paragraph 4 of the Settlement Agreement provides for the annual Property Tax Payment real estate parcel number 04-23-100-006, the Zion Station Parcel which is subject to the terms of the Settlement Agreement.

(c) Paragraph 6 of the Settlement Agreement provides for the disposition of all pending litigation regarding the property taxation of the Zion Station Parcel. In addition, it addresses the ability of Constellation to file assessment complaints or tax rate objection cases against those taxing bodies that receive property taxes from the Zion Station Parcel. Finally, Paragraph 6 addresses the signatory taxing bodies' ability to challenge the assessment of Constellation's Zion Station Parcel.

(d) Paragraph 8 of the Settlement Agreement provides that jurisdiction to implement and enforce the terms of the Agreement shall be in this Court in accordance with the Court's local rules.

(e) Paragraph 11 of the Settlement Agreement addresses the rights and liabilities of the parties in the event of a sale or transfer by Constellation of the Zion Station Parcel.

7. The parties incorporate into this Motion the Stipulation of Facts and Law, which is attached hereto as Exhibit 2, in which they represent to the Court that:

(a) Plaintiffs, City of Zion, Zion Township, Zion Park District, Zion Benton Public Community District, Zion Elementary School District No. 6 and Zion Benton Township High School District No. 126 and Defendants, Lake County, Lake County Forest Preserve District, College of Lake County Community College District No. 532 and the North Shore Water Reclamation District (collectively the “Taxing Bodies”) and Defendant Constellation Generation, LLC (“Constellation”) have full power and legal authority to enter into, execute and deliver the Agreement attached hereto and all of the documents to be executed in connection therewith (collectively, the “Agreements”) and to perform the transactions, covenants, obligations and undertakings described therein or contemplated thereby.

(b) The Taxing Bodies and Constellation have taken all actions necessary to authorize the execution, delivery, consummation, and performance of the Agreements.

(c) The Agreements have been duly and validly authorized, executed and delivered by the Taxing Bodies and by Constellation.

(d) The execution, delivery, consummation and performance of the Agreements by the Taxing Bodies will not violate or breach any Taxing Bodies’ governing documents nor will these actions violate any law, regulation or government rule applicable to the Taxing Bodies or Constellation, and to the Taxing Bodies’ or Constellation’s actual knowledge, these actions will not violate any agreement, undertaking or other instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

(e) To the actual knowledge of the Taxing Bodies and Constellation, the execution, delivery, consummation and performance of the Agreements will not result in a default under, or result in an event that, with the giving of notice or passage of time or both, would constitute a default under, require any consent under, result in the imposition of any lien under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment under any other agreement, undertaking or instrument to which a Taxing Body or its assets are bound or to which Constellation or its assets are bound.

(f) To the actual knowledge of the Taxing Bodies and Constellation, no consent or approval of, or other actions by, any governmental or regulatory body of the United States, the State of Illinois or any political subdivision thereof, which have not been obtained or taken, is required for the execution, delivery, consummation or performance of these Agreements by the Taxing Bodies or Constellation.

WHEREFORE, the parties hereto respectfully request that this Honorable Court approve the Settlement Agreement attached hereto and made a part hereof as Exhibit 1, pursuant to the authority of Section 200/9-45 of the Illinois Property Tax Code.

August _____ 2022

[Law Firm]

By: _____

Attorney for Constellation

Terry F. Moritz, LLC

By: _____
Attorney for []