

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 (***“Effective Date”***), among the **CITY OF MARSEILLES**, an Illinois municipal corporation, located in LaSalle County, Illinois (***“City”***), **CONSTELLATION ENERGY GENERATION, LLC**, a Pennsylvania limited liability company (***“CEG”***), and **EVERETT CREEK LAND COMPANY LLC**, a Delaware limited liability company (***“Everett”***) (Everett and CEG are, collectively, ***“Owner”***) (the City and Owner are, collectively, the ***“Parties”***).

W I T N E S S E T H :

WHEREAS, Everett is a subsidiary of CEG; and

WHEREAS, CEG is the owner of the property legally described in **Exhibit A** attached hereto and made a part hereof (***“Unincorporated Property”***), which Unincorporated Property is currently located outside of the City's boundaries in unincorporated LaSalle County (***“County”***); and

WHEREAS, Owner is the owner of the property legally described in **Exhibit B** attached hereto and made a part hereof (***“Incorporated Property”***) (the Incorporated Property and Unincorporated Property are, collectively, the ***“Property”***), which Incorporated Property is currently located adjacent to the Unincorporated Property and within the City's boundaries; and

WHEREAS, on _____, 2025, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, CEG submitted a petition for annexation to the City to have the City annex into its corporate limits the Unincorporated Property contingent upon the City and Owner entering into an annexation agreement; and

WHEREAS, the Unincorporated Property is presently contiguous to the City, and none of the Unincorporated Property is presently within the corporate limits of any other municipality; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to said annexation, zoning and development, and to other related matters, pursuant to the provisions of

Division 15.1 of Article 11 of Chapter 65 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the City, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Unincorporated Property to the City will be a public benefit and beneficial to the City, will properly and beneficially extend the corporate limits and the jurisdiction of the City, will permit the sound planning and development of the City, and will otherwise promote the proper growth and general welfare of the City; and

WHEREAS, the Parties acknowledge and agree that the entire Property constitutes “land” for purposes of Section 11-15.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, and is governed by the terms of this Agreement; and

WHEREAS, the City, by a favorable vote of at least two-thirds (2/3) of the corporate authorities then holding office, have adopted an ordinance authorizing the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the Parties hereto agree as follows:

1. Annexation Petition.

CEG has filed with the City Clerk of the City a duly executed petition, pursuant to and in accordance with the provisions of Section 7-1-8 of Chapter 65, Illinois Municipal Code, 65 ILCS 5/7-1-8, to annex the Unincorporated Property to the City. It is expressly understood and agreed, however, that the action of the City with respect to said petition of CEG for the annexation of the Unincorporated Property shall be, and hereby is, made expressly contingent upon the Unincorporated Property being legally contiguous to the City at the time of said annexation.

2. Annexation.

Immediately after the approval and execution of this Agreement, the City hereby agrees to annex the Unincorporated Property upon the terms and conditions of this Agreement, and the Parties respectively agree to do all things necessary and appropriate to cause the Unincorporated Property to be duly and validly annexed to the City.

3. Amendment to Comprehensive Plan.

Within 90 days after the annexation of the Unincorporated Property, and before adoption of the Text Amendment Ordinance and an ordinance rezoning the Property to the ET District, the City must adopt an amendment to its Comprehensive Plan to amend the Future Land Use Map of the City to re-designate the Property as appropriate for the uses set forth in **Exhibit C** of this Agreement.

4. Adoption of Zoning Text Amendments.

Within 90 days after the annexation of the Unincorporated Property, the City must adopt an ordinance substantially in the form attached as **Exhibit C** attached hereto and made a part hereof ("**Text Amendment Ordinance**") to create a new Emerging Technologies District ("**ET District**") and to adopt zoning regulations that apply within the ET District set forth in the Text Amendment Ordinance. The City hereby represents and warrants that once the Text Amendment Ordinance is adopted, the permitted uses in the ET District, as provided in the Text Amendment Ordinance (collectively, "**Permitted Uses**"), shall remain permitted uses during the term of this Agreement. Nothing in this Agreement will be interpreted to prohibit the City from allowing additional permitted or conditional uses in the ET District.

5. Rezoning of the Property.

Within 90 days after the annexation of the Unincorporated Property and the adoption of the Text Amendment Ordinance, the City must: (i) to repeal the ordinance granting planned development approval for what is identified on the City of Marseilles Zoning Map as "Planned Development #1"; and (ii) to adopt an ordinance, without conditions, rezoning the Property to the

ET District. Nothing in this Agreement will be interpreted to prohibit the City from rezoning additional land to the ET District.

6. Subdivision of the Property.

The City hereby agrees to adopt resolutions or ordinances, without conditions, approving one or more plats of subdivision of the Property during the term of this Agreement within 60 days of receiving an application from Owner provided that proposed any proposed plat of subdivision complies with the City's subdivision regulations that are in effect on the Effective Date, except that any less restrictive subdivision regulations of the City which take effect after the Effective Date will be applicable to the Property at Owner's election.

7. Applicability of Amendments to Regulations.

- A. Owner agrees that, during the term of this Agreement, all development and construction on the Property shall comply with the following codes:
- i. The International Building Code, 2024 Edition;
 - ii. The International Mechanical Code, 2024 Edition;
 - iii. The International Fuel Gas Code, 2024 Edition;
 - iv. The National Electric Code, 2023 Edition;
 - v. The International Property Maintenance Code, 2024 Edition;
 - vi. The International Existing Building Code, 2024 Edition; and
 - vii. The International Fire Code, 2024 Edition.
- B. Except as set forth in Section 7.A of this Agreement, Owner agrees that, during the term of this Agreement, all development and construction on the Property shall comply with the provisions of the Building, Plumbing, Electrical, and Fire Prevention Codes of the City and all other germane codes and ordinances of the City that are in effect on the Effective Date.

- C. Notwithstanding anything to the contrary contained in Section 7.A. and 7.B of this Agreement, in the event that the City has adopted any less restrictive code or ordinance, the less restrictive code or ordinance will be applicable to the Property at Owner's election.
- D. Notwithstanding anything to contrary contained in this Section, the City and Owner further agree that the Property will be subject to the Text Amendment Ordinance as it is adopted on the Effective Date, and Owner shall not be bound by any amendments to the Marseilles Zoning Ordinance ("**Zoning Code**") made after the Effective Date so long as this Agreement remains in effect.

8. Recapture Fees, Impact Fees, and Donations.

- A. In recognition of the impact of the annexation on the City, CEG hereby agrees to make a payment to the City in the amount of \$3,000,000.00, which shall be due 30 days after: (i) the City adopts amendments to its Comprehensive Plan in accordance with Section 3 of this Agreement; (ii) the City adopts the Text Amendment Ordinance in accordance with Section 4 of this Agreement; and (iii) the City adopts all ordinances necessary to satisfy its zoning obligations set forth in Section 5 of this Agreement ("**Initial Payment Due Date**"). Thereafter, CEG shall make annual payments to the City on or before the anniversary date of the Initial Payment Due Date (each a "**Subsequent Payment Due Date**") for four years in the amounts set forth in the following schedule:

Anniversary	Donation Amount
First	\$3,000,000.00
Second	\$2,000,000.00

Third	\$1,000,000.00 less: (i) any property taxes assessed against the Property attributable to the City's property tax levy for the immediately preceding tax year; and (ii) City Utility Taxes ¹ related to the Property charged during the prior year ²
Fourth	\$1,000,000.00 less: (i) any property taxes assessed against the Property attributable to the City's property tax levy for the immediately preceding tax year; and (ii) City Utility Taxes related to the Property charged during the prior year

- B. Except as set forth in Section 8.A of this Agreement, the City agrees that Owner shall not be subject to any otherwise applicable annexation or recapture fees or charges, or donations of land or cash in lieu of land, that may otherwise be due and payable to the City or other local public bodies, such as, without limitation, the school districts and park districts that serve or will serve the Property, pursuant to

¹ **"Utility Taxes"** means those taxes imposed upon utilities, or the consumption of utility services, including, without limitation, gas, electricity, water, sewer services, or telecommunications under any legal authority including, without limitation, 65 ILCS 5/8-11-2 and Section 37.70 of the City Code (as defined in Section 8.B).

² By way of illustration, if the third Anniversary date is December 1, 2028, and the property taxes assessed against the Property attributable to the City's property tax levy for the immediate preceding tax year (which would have been paid earlier in 2028) are \$100,000.00, and the Utility taxes paid during the prior year (December 1, 2027 to November 30, 2028) are \$75,000.00, Owner's payment on the third Anniversary shall be \$825,000.00.

the Zoning Code, Code of the City of Marseilles (**“City Code”**), or any other ordinances of the City.

9. Water and Sewer Utilities.

- A. The City represents and warrants that its sewer treatment facilities and water systems have sufficient capacity to provide the Property sufficient potable water and sewer treatment services for the Permitted Uses.
- B. Upon request from Owner, the City shall extend the City’s sewer lines and water mains, or expand the capacity of existing sewer lines and water mains, in accordance with plans and at a cost agreed to by Owner, or allow Owner to extend the City’s sewer lines and water mains at Owner’s expense, to a location agreed to by the City and Owner at the edge of the Property, and in a size necessary to provide sufficient potable water and sewer service to the Property for the Permitted Uses. In the event that the City extends the sewer lines and water mains as provided herein, Owner must reimburse the City for its reasonable construction costs. During the term of this Agreement, the City will charge Owner based on the lowest water and sewer rate formula that it charges any of its other water and sewer customers, regardless of class of property or water and sewer use volume.
- C. The City acknowledges that Owner has a permit from the Illinois Department of Natural Resources (**“Water Permit”**) allowing it to draw water from the Illinois River and return water after use to the Illinois River pursuant to the terms of the Water Permit and applicable State and federal laws and regulations. Notwithstanding anything to the contrary contained in the City Code or any other City ordinance, the City: (i) shall not prohibit Owner from continuing to draw water from the Illinois River and return water after use to the Illinois River, or to increase the amount of water Owner draws from or returns to the Illinois River; (ii) the City shall allow, Owner to use water from the Illinois River to serve the Property and

return water from the Property to the Illinois River pursuant to the Water Permit and any other permit issued by the Illinois Department of Natural Resources; and (iii) Owner may add water intake and return facilities or move such facilities.

10. Roadways.

- A. The City acknowledges that for Owner to be able to efficiently use the Property for the Permitted Uses or any other uses allowed for under the Zoning Code, improvements will need to be made to the existing roadways that serve the Property.
- B. The City agrees that, upon request of Owner, it will permit Owner to relocate the portion of 2553rd Road south of the Illinois River identified in **Exhibit G (“Existing Roadway”)** provided that Owner, at its cost and expense, constructs a replacement Roadway in the location identified in **Exhibit G (“Replacement Roadway”)**. Owner shall, at its sole cost and expense, construct the Replacement Roadway in general accordance with the specifications set forth in **Exhibit H**, except for alterations approved by the City Engineer, which approval shall not be unreasonably withheld. Upon completion of the Replacement Road, Owner shall dedicate the Replacement Roadway to the City, and the City will vacate the Existing Roadway and vest title in the vacated Existing Roadway to Owner. The City will permit Owner to use the Existing Roadway as a private roadway once it is vacated. The City will cooperate with Owner and take all reasonable actions to support Owner in obtaining any permits or approvals needed from the U.S. Army Corps of Engineers or any other governmental bodies to allow for the relocation of the portion of the Existing Roadway as set forth herein.
- C. The City agrees to cooperate with Owner and: (i) make and provide for improvements to any roadways owned or controlled by the City other than the Replacement Roadway that are reasonably necessary for Owner and its

customers to efficiently access the Property and Owner to engage in construction on the Property; and (ii) support Owner's efforts to encourage the County and/or township to make and provide improvements to any roadways owned or controlled by the County or township that are reasonably necessary for Owner and its customers to efficiently access the Property and for Owner to engage in construction on the Property. In the event that Owner damages any City roadways during construction, Owner shall reimburse the City for all reasonable costs to repair the damage.

- D. The City shall not adopt, impose, or enforce any weight limitations or other regulations on the roadways owned or controlled by the City, including on the Replacement Roadway, that would prevent Owner and its customers from efficiently accessing or using the Property for the Permitted Uses, or from engaging in efficient construction on the Property.

11. Easements.

In the event that Owner needs easements to any public or private utilities, the City will grant Owner easements over any City-owned property to serve the Property, so long as the grant of those easements does not interfere with the City's operations or utilities.

12. Building Permit Applications and Fees.

- A. Notwithstanding anything to the contrary in the City Code or any other ordinances of the City, the City will process any complete demolition, grading, or building permit (collectively, "**Permits**") applications for the Property within 30 business days. In the event that the City does not grant or deny a complete Permit application within 30 business days after it is submitted to the City as required herein, Owner may send the City written notice, and if the City does not City does not grant or deny a complete Permit application within five days of receipt of such written notice, the Permit application shall be automatically deemed granted and

Owner may commence the work subject to the Permit.

- B. Notwithstanding anything to the contrary contained in the City Code or other ordinances of the City, Owner will not be charged by the City for any Permits or the processing of any Permit applications during the term of this agreement related to any construction or other activity on the Property that Owner intends to develop for its own use or that Owner intends to develop to a “Pad-Ready Condition” for a specific tenant’s use; provided, however, that Owner must reimburse the City for all reasonable third-party costs incurred by the City for any consultants retained by the City to review and process Owner’s Permit Applications or conduct inspections on the Property for Owner’s construction. For purposes of this subsection, “Pad-ready Condition” means that a site is prepared and ready for the construction of a building, and includes the prior performance of demolition of existing structures and utility infrastructure, land grading and leveling, the installation of new utility infrastructure to and on the site, and the installation of internal roadways, driveways, and parking lots.
- C. Notwithstanding anything to the contrary contained in the City Code or other ordinances of the City, in the event that any of Owner’s tenants on the Property apply for any Permits or Owner applies for a Permit to construct a building that is intended to be used by a specific tenant, the City shall charge the tenant a Permit fee of \$0.23 per square foot of the permitted improvements. In addition, the City may charge the tenant for all reasonable third-party costs incurred by the City for any consultants retained by the City to review a tenant’s Permit applications or conduct inspections on the Property for Tenant’s construction.
- D. In the event that the City desires to use a third-party consultant to review Owner’s Permit applications, architecture plans, and other construction related submittals and technical data (collectively, “**Submittals**”), the City shall choose a third-party

consultant that is approved by Owner, which approval shall not be unreasonably withheld. Prior to sharing any Submittals with a third-party consultant, the City shall require the consultant to execute a confidentiality agreement that names Owner as a third-party beneficiary of the confidentiality agreement that requires the consultant to keep such materials confidential. The confidentiality agreement shall be in a form approved by Owner.

- E. Notwithstanding anything to the contrary contained in the City Code or other ordinances of the City, the City shall allow Owner: (i) to engage in any demolition or grading work necessary to develop the Property for the Permitted Uses prior to the application and issuance of Permits for the vertical construction of the Permitted Uses; and (ii) to perform construction in phases.

13. Freedom of Information Act Requests and Subpoenas.

The City acknowledges and agrees that the Submittals are proprietary, confidential, and may contain trademarked information, and if disclosed in violation of this Agreement, would cause Owner competitive harm and significant security risks. Accordingly, the City agrees as follows:

- A. In the event that the City receives any Freedom of Information Act, 5 ILCS 140/1 *et seq.*, (“**FOIA**”) requests for Submittals or any derivative records that contain information from the Submittals (“**Derivative Records**”), the City will provide Owner a copy of the request within 48 hours of receipt at the email addresses set forth below and withhold from requesters any portion of the Submittals and Derivative Records reasonably deemed exempt from disclosure by Owner pursuant to Sections 7(1)(g), 7(1)(k), (v), and (x) of FOIA., 5 ILCS 140/7(1)(g), (k), (v) & (x), unless release is ordered by the Illinois Public Access Counselor in a binding opinion issued pursuant to Section 9.5(f) of FOIA, 5 ILCS 140/9.5(f), or a court of competent jurisdiction. Copies of the request shall be emailed within 48 hours of receipt to the following emails addresses:

- i. To Michael Aplington at Michael.Aplington@constellation.com;
 - ii. To Margaret Hackbarth at Margaret.Hackbarth@constellation.com; and
 - iii. To Benjamin Schuster at benjamin.schuster@elrodfriedman.com.
- B. In the event that the City receives a subpoena requesting copies of any Submittals or Derivative Records, the City shall provide Owner notice of the subpoena within 48 hours of receipt and provide Owner sufficient time to object and quash the Subpoena prior to responding.

14. Tax Rebate Agreements.

- A. Concurrent with the annexation of the Unincorporated Property, the City will approve and enter into the following agreements with CEG:
 - 1. An Economic Incentive Agreement governing the rebate of property taxes in substantially the form as attached as **Exhibit D** attached hereto and made a part hereof;
 - 2. An Economic Incentive Agreement governing the rebate of utility taxes in substantially the form as attached as **Exhibit E** attached hereto and made a part hereof; and
 - 3. An Economic Incentive Agreement governing the rebate of sales and other taxes in substantially the form as attached as **Exhibit F** attached hereto and made a part hereof.

The City must comply with its obligations in the Economic Incentive Agreements.

- B. Nothing in this Agreement shall be interpreted to prohibit the City from being able to intervene in an appeal filed by Owner regarding the assessed value of the Property pursuant to the provisions and procedural rights afforded to taxing bodies set forth in the Illinois Property Tax Code, 35 ILCS 200/1-1, *et seq.*

15. Annexation of Other Land.

- A. In the event that, on the Effective Date the Owner owns property that is not included in properties described in Exhibits A or B, or acquires real property after the Effective Date, either in unincorporated LaSalle County that is contiguous to the City's boundaries and located in the City south of the Illinois River, Owner, at its sole option and discretion, may designate such real property deemed to be "Property," as defined by this Agreement (each such parcel of real property is "***Additional Property***"), and the City must treat such Additional Property as Property as set forth in this Agreement provided that doing so is not a breach of any boundary agreements existing on the date of execution of this Agreement between the City and any other municipality, and such Additional Property shall be treated in the same manner and be afforded the same rights and protections during the term of this Agreement as all other Property. Upon being deemed Property by Owner, the legal descriptions of any Additional Property shall be automatically be considered to part of either Exhibits A or B to this Agreement, as each may be applicable, without further action from the City; further, to the extent that the Additional Property is unincorporated, Owner shall file a petition for annexation pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and the City will annex the unincorporated Additional Property pursuant to Section 2 of this Agreement within 90 days of receiving an annexation petition, and promptly after such annexation and upon request of Owner, adopt an amendment to the Comprehensive Plan and rezone such Additional Property to the ET District within 90 days of annexation in accordance with Sections 3 and 4 of this Agreement; and provided further, to the extent that the Additional Property is already incorporated in the City, upon request of Owner, the City will adopt an amendment to the Comprehensive Plan and rezone such Additional Property to the ET District in

accordance with Sections 3 and 4 of this Agreement within 90 days after receipt of notice from Owner. Upon being deemed Property and, if applicable, being annexed into the City, the Additional Property shall also automatically be deemed to be Property pursuant to the tax rebate agreements attached as Exhibits D, E, and F of this Agreement, and the Additional Property shall have the same rights under those agreements as all other Property during the terms thereof. The City further agrees that it will not enter into any new boundary agreements or amend or extend the term of any boundary agreements existing on the Effective Date that would prevent the City from annexing any Additional Property owned by Owner on the Effective Date without the prior written consent of Owner.

- B. The City shall not attempt to annex any land owned by Owner, or any land owned by any of Owner's subsidiaries or affiliates without obtaining Owner's prior written permission.
- C. The City acknowledges and agrees that one of the remedies available to Owner provided in Section 19.B of this Agreement in the event that the City breaches this Agreement is disconnection from the City. Accordingly, to allow Owner to exercise disconnection as a remedy, the City shall not annex any land immediately adjacent to the Property, or which would preclude Owner from utilizing the disconnection remedy, without obtaining Owner's prior written permission. In the event that the City desires to seek written permission from Constellation pursuant to this subsection to annex such land, it will provide Constellation written notice and the parties will meet to discuss the proposed annexation.

16. Eminent Domain.

The City agrees that during the term of this Agreement, that in the event that it needs to acquire any property or property interest in land owned by Owner by eminent domain for City utility or roadway purposes, (i) the City will work with Owner to limit any takings to the portion of

the property that minimizes the impact on Owner, Owner's operations and future development plans, and the operations and future development plans of any Tenants on the property, and (ii) only take property that is immediately adjacent to any preexisting public rights-of-way. The City further agrees that during the term of this Agreement, it will not use eminent domain to take any property or property interest in land owned by Owner for a purpose other than for City utility or roadway purposes.

17. Covenant Running with the Land.

This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Owner, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. It is understood that this Agreement shall run with the land, including, without limitation, the payment obligations set forth in Section 8.a of this Agreement, and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Owner and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of LaSalle County, Illinois.

18. Indemnification.

Each party shall indemnify, defend and hold the other party harmless from all liabilities, costs and expenses (including, without limitation, attorneys' fees) that such Party may suffer, sustain or become subject to as a result of any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein.

19. Remedies.

- A. It is agreed that the Parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the Parties to recover a judgment for monetary damages against each other, provided, however, that Owner shall not have a right to recover a judgment for monetary

damages against any elected or appointed official of the City for any breach of any of the terms of this Agreement and that the City shall not have a right to recover a judgment for monetary damages against any officer, director, employee, or agent of Owner for any breach of any of the terms of this Agreement. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

- B. In addition to the remedies set forth in Section 19.A of this Agreement or available to Owner in law or equity, in the event that the City breaches any terms of this Agreement, Owner shall be permitted to take any and all necessary actions to disconnect all or a portion of the Property from the City pursuant to the provisions of 65 ILCS 5/7-3-1, *et seq.*, as amended, and the City must: (i) cooperate with Owner to promptly effect such disconnection; and (ii) reimburse Owner for all reasonable attorneys' fees to effectuate such disconnection. It is understood by the Parties that Owner shall have no continuing affirmative obligations under this Agreement related to any portions of the Property that are disconnected from the City as set forth herein.

20. Term.

This Agreement shall have a term of 20 years from the Effective Date.

21. Representations and Warranties.

- A. The City represents, warrants and agrees as the basis for the annexation of the Property and the other undertakings contained in this Agreement:
- i. That all public notices and hearings have been properly given and held with respect to the approval of this Agreement;
 - ii. That the City has the authority and resources to commit to and perform

each obligation set forth in this Agreement;

- iii. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and its compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the City; (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject; and
- iv. There are no proceedings pending or threatened against or affecting the City in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. Owner represents, warrants and agrees as the basis of its undertakings contained in this Agreement:

- i. The persons signing this Agreement on Owner's behalf have authority to bind Owner and that all necessary corporate actions necessary to bind Owner have been taken; and
- ii. There are no proceedings pending or threatened against or affecting Owner in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of Owner to perform its obligations under this Agreement.

22. No Obligation to Construct.

Nothing in this Agreement shall be construed in a manner that requires Owner to construct on the Property any buildings, structures, other infrastructure, or to

operate any uses established on the Property.

23. General Provisions.

- A. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 23.A, each Party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received. Notices and communications must be addressed to, and delivered at, the following addresses:

City of Marseilles
200 Riverfront Dr.
Marseilles, IL 61341
Attention: Mayor
E-Mail: Mayor@CityofMarseilles.com

And: City of Marseilles Corporation Counsel
c/o The Cantlin Law Firm
760 E. Etna Road
Ottawa, IL 61350
Attention: Christina Cantlin-VanWiggeren
E-Mail: Christina@CantlinLaw.com

Notices and communications to Owner must be addressed to, and delivered at, the following addresses:

Constellation Energy Group
Attn: Commercial Project Management (Michael Aplington)
4300 Winfield Road

Warrenville, IL 69555
Email: Michael.aplington@constellation.com

And: Constellation Energy Generation LLC
Attention: Legal Department (General Counsel / Real Estate)
1310 Point Street – 8th Floor
Baltimore, Maryland 21231
Email: legalnotices@constellation.com

And: Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster
E-Mail: benjamin.schuster@elrodfriedman.com

- B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other such rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The Parties are not, and will not be, under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any such right will not be deemed or construed to be a waiver thereof, nor will such failure void or affect that Party's right to enforce such right or any other right.
- E. Consents. Whenever the consent or approval of any Party to this Agreement is required, the consent or approval must be in writing and may not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, all Parties will have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- F. Governing Law. This Agreement is to be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

- G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property will not be impaired thereby, but the remaining provisions are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law and, at Owner's request and to the extent permitted by law, the parties will promptly act in good faith to agree to an amendment to this Agreement or enter into another agreement to re-effectuate the invalid, void, or unenforceable term, covenant, condition, or provision in a manner that would be: (i) valid and enforceable; and (ii) as close to the intent of the Parties when the invalid, void, or unenforceable term, covenant, condition, or provision was drafted.
- H. Merger. The agreements contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to the City.
- I. Entire Agreement. Other than the other agreements entered into between the Parties pursuant to this Agreement, this Agreement constitutes the entire agreement between the Parties regarding the subject matters hereof and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Interpretation. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this

Agreement.

- K. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- L. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- M. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the City or Owner.
- O. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

CONSTELLATION ENERGY GENERATION, LLC,
a Pennsylvania limited liability company

By: _____

Its: _____

EVERETT CREEK LAND COMPANY LLC, a
Delaware limited liability company

By: _____

Its: _____

CITY OF MARSEILLES, an Illinois municipality

By: _____

Its: Mayor

ATTEST:

City Clerk

ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of Constellation Energy Generation, LLC, a Pennsylvania limited liability company.

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of Everett Creek Land Company LLC, a Delaware limited liability company.

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission expires: _____

SEAL

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

 This instrument was acknowledged before me on _____, 2025, by
_____, the _____ of the City of Marseilles, an Illinois municipal
corporation, and by _____, the City Clerk of said municipal corporation.

 Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission expires: _____

SEAL

EXHIBIT A

LEGAL DESCRIPTION OF THE UNINCORPORATED PROPERTY

APN: 29-44-100-000

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-206-000 AND 29-49-207-000

PARCEL 1:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, AND EXCEPT THE SOUTH 250 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER;

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL NO. 1 AND 2 AS CONTAINED IN CIRCUIT CASE NO. 96 CH 77 DESCRIBED AS FOLLOWS: THE EAST 33 FEET OF THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL SITUATED IN LASALLE COUNTY. ILLINOIS.

APN: 29-44-300-000

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-301-000

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-401-000

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-204-000

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 01 DEGREES 16 MINUTES 47 SECONDS EAST 450.00 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 200.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 250.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 600.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-50-100-000 (PT)

PARCEL 1:

THE NORTHWEST 1/4 OF SECTION 34, IN TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART CONVEYED TO THE COUNTY OF LASALLE FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 6, 1970 AS DOCUMENT 565167.

EXHIBIT B

LEGAL DESCRIPTION OF THE INCORPORATED PROPERTY

APN: 29-45-202-000

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LASALLE COUNTY, ILLINOIS.

APN: 29-39-303-000

THE EAST 800.00 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER

APN: 29-39-400-008

PARCEL 1:

LOTS 15, 16, 17 AND 18, AND OUT LOTS 4, 5 AND 6 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-200-019

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, AND OUT LOT 2, EXCEPTING THEREFROM THAT PART OF OUT LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE NORTH 1 DEGREES 34 MINUTES 15 SECONDS WEST 40.1 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 28 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 1 DEGREE 34 MINUTES 15 SECONDS WEST 200.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS EAST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 28; THENCE SOUTH 1 DEGREE 34 MINUTES 25 SECONDS EAST 200 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS WEST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING, AND OUT LOTS 1 AND 3 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-40-300-001

OUT LOT 7 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-402-000

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 1°42'06" EAST 600.0 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER

OF SAID SECTION 28; THENCE SOUTH 88°17'54" WEST 27.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 2553RD ROAD, SAID POINT BEING 33.0 FEET WEST OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 3°16'35" WEST 63.58 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET WEST OF SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 499.98 FEET; THENCE NORTHWESTERLY 774.23 FEET ALONG THE SAID WEST RIGHT-OF-WAY LINE, BEING PARALLEL WITH AND 33.0 FEET SOUTHWEST OF SAID CENTERLINE, WHOSE CHORD BEARS NORTH 45°33'07" WEST 699.16 FEET TO THE END OF THE CURVE; THENCE NORTH 88°42'10" WEST 87.54 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET SOUTH OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 0°35'15" WEST 39.16 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89°23'45" EAST 600.0 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING, CONTAINING 2.12 ACRES MORE OR LESS, SITUATED IN BROOKFIELD TOWNSHIP, LASALLE COUNTY, ILLINOIS

APN: 29-43-101-000

ALL THAT PART LYING SOUTH OF THE RIVER OF THE NORTHWEST QUARTER OF SECTION 27, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CURRENTLY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 2045.00 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST 330.00 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 54 SECONDS EAST 370.00 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 18 SECONDS EAST 888.74 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 26 SECONDS EAST 790.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS EAST 440.00 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 26 SECONDS WEST 912.15 FEET, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST 1715 FEET MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER, TO THE SOUTHERLY SIDE OF THE ILLINOIS RIVER; THENCE NORTHWESTERLY 2095 FEET MORE OR LESS, ALONG THE SAID SOUTHERLY SIDE OF THE ILLINOIS RIVER, TO THE NORTH LINE OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 07 SECONDS WEST 844.87 FEET, ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST 2642.60 FEET, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 48 MINUTES 06 SECONDS EAST 595.95 FEET, ALONG THE SAID WEST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 22 MINUTES 53 SECONDS EAST 600.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1 DEGREES 25 MINUTES 30

SECONDS EAST 700.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 22 MINUTES 53 SECONDS WEST 600.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 1 DEGREES 25 MINUTES 30 SECONDS WEST 700.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-000

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF 2553RD ROAD (EXCEPT FINAL PLAT OF TIMBER EDGE PHASE I) AND (EXCEPT PART DESCRIBED IN DOCUMENT 2011-13036) SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-302-001

PARCEL 2:

LOT 146 IN TIMBER EDGE PHASE I, A RESUBDIVISION OF TIMBER'S EDGE PHASE I (FORMERLY KNOWN AS WILD WOOD ACRES), ACCORDING TO THE CORRECTIVE PLAT THEREOF RECORDED DECEMBER 4, 2000 AS DOCUMENT 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SITUATED IN LASALLE COUNTY, ILLINOIS

APN: 29-43-300-016

OUTLOT 1 IN THE FINAL PLAT OF WILDWOOD ACRES RECORDED 18 JULY, 1995 AS DOC. #95 09585, FORMERLY KNOWN AS THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 792.15 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4, TO THE CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 12 DEGREES 34 MINUTES 56 SECONDS EAST 108.58 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 29 DEGREES 00 MINUTES 05 SECONDS EAST 127.41 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 44 DEGREES 56 MINUTES 45 SECONDS EAST 134.86 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 61 DEGREES 26 MINUTES 48 SECONDS EAST 122.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 81 DEGREES 43 MINUTES 26 SECONDS EAST 261.35 FEET, ALONG SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 87 DEGREES 39 MINUTES 26 SECONDS EAST 219.19, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 86 DEGREES 20 MINUTES 06 SECONDS EAST 135.32 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 79 DEGREES 05 MINUTES 28 SECONDS EAST 296.22 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 75 DEGREES 19 MINUTES 50 SECONDS EAST 415.26 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 73 DEGREES 21 MINUTES 26 SECONDS EAST 88.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 67 DEGREES 18 MINUTES 47 SECONDS EAST 150.90 FEET ALONG THE SAID CENTERLINE OF COUNTY

HIGHWAY ROUTE 36; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST 152.37 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 71 DEGREES 33 MINUTES 00 SECONDS EAST 119.98 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS EAST 150.20 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36, TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 2205.67 FEET, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING, IN THE CITY OF MARSEILLES; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-039 AND 29-43-303-040

PARCEL 1:

LOT 118 AND LOT 119, EXCEPT THE SOUTH 12 FEET OF LOT 119, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-043

PARCEL 3:

LOT 122 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-045

PARCEL 5:

LOT 124 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-046

PARCEL 6:

LOT 123 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-047

PARCEL 7:

LOT 145 AND PART OF LOT 144 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 145; THENCE SOUTH 65 DEGREES 40 MINUTES 27 SECONDS WEST 131.06 FEET ALONG THE NORTH LINE OF SAID LOT 145 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER BEING ON A NON-TANGENT 210.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 50.73 FEET ALONG THE CURVED WEST LINE OF SAID LOTS 145 AND 144 WHOSE CHORD BEARS SOUTH 10 DEGREES 34 MINUTES 08 SECONDS EAST 50.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST 112.66 FEET TO THE EAST LINE OF SAID LOT 144; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 101.01 FEET ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SAID LOT 145 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-053 AND 29-43-303-054

PARCEL 9:

LOT 135, EXCEPT THE NORTH 4.59 FEET THEREOF, AND THE NORTH 9.59 FEET OF LOT 134 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

AND

LOT 134, EXCEPT THE NORTH 9.59 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-055 AND 29-43-303-056

PARCEL 10:

LOT 136 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

PARCEL 10A:

THE NORTH 4.59 FEET OF LOT 135 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER

2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-001

PARCEL 12:

LOT 99 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-002

PARCEL 13:

LOT 98, EXCEPT THE SOUTH 3.20 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-032

PARCEL 14:

LOT 53 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-043

PARCEL 15:

LOT 64 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-045

PARCEL 16:

LOT 66 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-054

PARCEL 17:

LOTS 67 AND 68 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-002

PARCEL 18:

LOT 47 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-003

PARCEL 19:

LOT 46 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-004

PARCEL 20:

LOT 45 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-025

PARCEL 21:

LOT 24 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-027

PARCEL 22:

LOT 22 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-028

PARCEL 23:

LOT 21 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-047 AND 29-43-305-048

PARCEL 24:

LOTS 1 AND 2 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-052

PARCEL 26:

LOT 42, AND PART OF LOT 43 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SAID PART OF LOT 43 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 20.81 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE SOUTH 41 DEGREES 56 MINUTES 10 SECONDS WEST 217.38 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 43, SAID SOUTHWESTERN LINE BEING A NON-TANGENT 125.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 5.49 FEET ALONG SAID CURVED SOUTHWESTERN LINE WHOSE CHORD BEARS SOUTH 46 DEGREES 48 MINUTES 22 SECONDS EAST 5.49 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 42; THENCE NORTH 44 DEGREES 25 MINUTES 29 SECONDS EAST 202.56 FEET ALONG THE NORTHWESTERN LINE OF SAID LOT 42 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-053

PARCEL 27:

LOT 15, AND PART OF LOT 14 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-

14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, AND NORTHWEST CORNER BEING ON A 125.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 55.36 FEET ALONG THE CURBED WESTERN LINE OF SAID LOT 15 AND LOT 14 WHOSE CHORD BEARS SOUTH 18 DEGREES 36 MINUTES 06 SECONDS WEST 54.91 FEET; THENCE SOUTH 58 DEGREES 42 MINUTES 36 SECONDS EAST 154.25 FEET TO THE EAST LINE OF SAID TIMBER EDGE PHASE I; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 134.91 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST 111.02 FEET ALONG THE NORTH LINE SAID LOT 15 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-044

PARCEL 28:

LOT 65 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-057

PARCEL 29:

LOT 10, EXCEPT THE WEST 18.55 FEET THEREOF, AND LOT 11, EXCEPT THE EAST 12.02 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-003, 29-43-303-004, 29-43-303-005, 29-43-303-006, 29-43-303-007, 29-43-303-008, 29-43-303-009, 29-43-303-013, 29-43-303-014, 29-43-303-015, 29-43-303-016, 29-43-303-017, 29-43-303-058, 29-43-303-023, 29-43-303-024, 29-43-303-025, 29-43-303-026, 29-43-303-030, 29-43-303-031, 29-43-303-032, 29-43-303-033, 29-43-303-034, 29-43-303-035, 29-43-303-036, 29-43-303-037, 29-43-303-038, 29-43-303-048, 29-43-303-049, 29-43-303-051, 29-43-304-053, 29-43-304-004, 29-43-304-005, 29-43-304-006, 29-43-304-007, 29-43-304-008, 29-43-304-009, 29-43-304-010, 29-43-304-011, 29-43-304-012, 29-43-304-013, 29-43-304-014, 29-43-304-015, 29-43-304-016, 29-43-304-017, 29-43-304-018, 29-43-304-019, 29-43-304-020, 29-43-304-021, 29-43-304-022, 29-43-304-023, 29-43-304-024, 29-43-304-027, 29-43-304-028, 29-43-304-029, 29-43-304-030, 29-43-304-031, 29-43-304-033, 29-43-304-034, 29-43-304-035, 29-43-304-036, 29-43-304-037, 29-43-304-038, 29-43-304-039, 29-43-304-040, 29-43-304-041, 29-43-304-042, 29-43-304-048, 29-43-304-049, 29-43-304-050, 29-43-304-051, 29-43-304-052, 29-43-305-001, 29-43-305-005, 29-43-305-008, 29-43-305-009, 29-43-305-010, 29-43-305-011, 29-43-305-012, 29-43-305-013, 29-43-305-014, 29-43-305-015, 29-43-305-016, 29-43-305-017, 29-43-305-018, 29-43-305-019, 29-43-305-020, 29-43-305-021, 29-43-305-022, 29-43-305-023, 29-43-

305-024, 29-43-305-026, 29-43-305-029, 29-43-305-030, 29-43-305-031, 29-43-305-032, 29-43-305-033, 29-43-305-036, 29-43-305-037, 29-43-305-041, 39-43-305-042, 29-43-305-043, 29-43-305-045, 29-43-305-051, 29-43-305-054, 29-43-305-055, 29-43-303-018, 29-43-303-019, 29-43-303-020, 29-43-303-042, 29-43-304-025, 29-43-304-026, 29-43-305-044, 29-43-305-046 AND 29-43-303-059

PARCEL 30:

OUTLOT "D", LOTS 3, 4, 5, 6, 7 AND 8, THE EAST 12.02 FEET OF LOT 11, LOTS 12 AND 13, LOT 14 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED DECEMBER 23, 2002 AS DOCUMENT NUMBER 2002-37023, LOTS 16, 17, 18, 19, 20, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41, LOT 43 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED JANUARY 21, 2002 AS DOCUMENT NUMBER 2002-02243, LOTS 44 , 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96 AND 97, THE SOUTH 3.20 FEET OF LOT 98, LOT 101 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 20, 2003 AS DOCUMENT NUMBER 2003-37797, LOTS 102, 103, 104 AND 105, LOT 106 EXCEPTING THEREFROM THE SOUTH 15.50 FEET, THE SOUTH 1.00 FEET OF LOT 107, LOTS 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117, SOUTH 12 FEET OF LOT 119, LOTS 121, 126, 127, 128, 129, 130, 131, 132, 133, 137, 138, 139, 140, 141, 142 AND 143, LOT 144 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 17, 2002 AS DOCUMENT NUMBER 2002-29520 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

EXHIBIT C

TEXT AMENDMENT ORDINANCE

CITY OF MARSEILLES

ORDINANCE NO. 2025-____

**AN ORDINANCE AMENDING THE CITY OF MARSEILLES ZONING ORDINANCE, AS
AMENDED, TO CREATE AN EMERGING TECHNOLOGIES DISTRICT
AND REGULATIONS ON LAND THEREIN**

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the City of Marseilles Zoning Ordinance, as amended ("**Zoning Ordinance**"), establishes, among other things, zoning districts for land within the City, and sets forth use and other regulations in each zoning district; and

WHEREAS, the City desires to create a new Emerging Technologies District ("**ET District**") and zoning regulations to apply in the ET District, to foster redevelopment of property within the City and to allow for additional industrial and manufacturing uses (collectively, "**Proposed Amendments**"); and

WHEREAS, a public hearing by the Plan Commission to consider the Proposed Amendments to the Zoning Ordinance was duly advertised on _____, 2025 in the _____, and was held on _____, 2025; and

WHEREAS, on _____, 2025, the Plan Commission approved findings of fact in support of the Proposed Amendments, in accordance with and pursuant to Section XII.I of the Zoning Ordinance, and voted to recommend approval of the Proposed Amendments by the City Council; and

WHEREAS, the City Council has considered the standards for amendments set forth in Section XII.I of the Zoning Ordinance; and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City to adopt the Proposed Amendments of the Zoning Ordinance pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MARSEILLES, LASALLE COUNTY, ILLINOIS, as follows:

SECTION ONE. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct are hereby adopted as part of this Ordinance.

SECTION TWO. AMENDMENT TO SECTION VI.A. OF THE ZONING ORDINANCE. Section VI.A, titled "Establishment of Districts," of Section VI, titled "Zoning of Districts," of the Zoning Ordinance is hereby amended and shall read as follows (**additions are bold and double-underlined**; ~~deletions are struck through~~):

“A. ESTABLISHMENT OF DISTRICTS

In order to carry out the purposes and intent of this Ordinance, the City is hereby divided into the following districts:

CR	Conservation-Recreation District
R2	Single-family and Two-family Residence District
R3	Multiple-family Residence District
B	Business District
M-1	Limited Manufacturing District
M-2	Intensive Manufacturing District
<u>ET</u>	<u>Emerging Technologies District</u>
A2	Agricultural District”

SECTION THREE. AMENDMENT TO SECTION X OF THE ZONING ORDINANCE.

Section X, titled “Manufacturing Districts,” of the Zoning Ordinance is hereby amended to add a new Emerging Technologies District which shall be and read as set forth in **Exhibit C-1** attached hereto and incorporated herein.

SECTION FOUR. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION FIVE. PUBLICATION. The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSTAIN:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

Mayor

ATTEST:

City Clerk

EXHIBIT C-1

(additions are bold and double-underlined; ~~deletions are struck through~~)

SECTION X

MANUFACTURING DISTRICTS

GENERAL PROVISIONS

A. INTENT

It is essential that there are adequate provisions for the expansion of industry, both those existing today and for attracting a diversification of new industry. Adequate industrial sites and industrial expansion will create growth and development of the City's economic and tax base and provide a variety of employment for its labor force. The regulations for manufacturing districts are designed to provide for the establishment of a full range of manufacturing and industrial related activities that will not have a deleterious effect on other zoning districts.

B. The M-1 Limited Manufacturing District

The M-1 Limited Manufacturing District is established for relatively small operations in relatively small areas which may be adjacent to or somewhat near business or residential areas. Operations authorized within the M-1 District are limited to protect against complaints from nearby business or residential areas. Operations must take place in an enclosed building, require no special utilities, and produce no or only a nominal amount of dust, odor, gas, smoke or noise. No outside storage of materials is generally allowed. Outside storage of materials is more generally allowed in the M-2 District.

C. The M-2 Intensive Manufacturing District and Emerging Technologies District

The M-2 Intensive Manufacturing District and Emerging Technologies District ~~is~~ are established to provide land for a full range of larger industrial operations essential for attracting diversified new industries and expansion of existing industries that will create growth and development of the City's economic and tax base and provide a variety of employment for its labor force. Locations for the M-2 and ET districts ~~should~~ shall be at distances sufficiently away from residential and business districts to avoid nuisance complaints. Outside activities and outside storage can be allowed provided suitable security and nuisance abatement measures are in place.

D. City Required Conditional Use Permits

The City may at any time require that a significant environmental or public health, safety, or general welfare risk be addressed by terms identified in a conditional use permit. Conditional use permits may contemplate, in addition to other matters, special needs for truck routes, waste water treatment, emergency fire, ambulance, and hazmat and disaster plans. Conditional use conditions generally include a plan for periodic inspection which may involve City inspections given limitations of the county, state and federal governmental agencies. Conditional use conditions shall provide an expedited procedure to address any apparent conditional use violation. Any violation of a conditional use condition established to accommodate the foregoing factors shall be considered material and grounds to suspend or revoke a conditional use permit.

M1 LIMITED MANUFACTURING DISTRICT

A. PERMITTED USES

Permitted uses in the M1 District should be light manufacturing contained within a building which does not require special utilities nor City Required Conditional Use Permits (identified in the above GENERAL PROVISIONS) to address a significant environmental or public health, safety, or general welfare risk. Subject to the foregoing, permitted uses include the following:

1. Assembly and testing
2. Automobile diagnostic center and small repairs
3. Beverage bottling and distribution
4. Contractor offices and shops
5. Computer and electronic product manufacture, repair and servicing
6. Food products and processing
7. Greenhouses
8. HVAC businesses
9. Laboratory operations including medical and dental laboratories
10. Laundry services
11. Mail order houses
12. Manufacturing - light
13. Machining and fabricating - light
14. Metal finishing and rustproofing
15. Metal stamping and extrusion of small products
16. Packaging
17. Pharmaceutical compounding
18. Photo processing
19. Plastic processing and manufacture
20. Pottery and ceramics manufacturing
21. Storage facilities - small
22. Repair operations
23. Upholstering and mattress manufacturing
24. Utility stations - small
25. Welding shop - small
26. Wholesale establishments

B. CONDITIONAL USES

1. Adult uses
2. Governmental service establishments
3. Planned unit developments.
4. Shooting Ranges
5. Any permitted use subject to a significant environmental or public health, safety, or general welfare risk.

C. DIMENSIONAL STANDARDS

Minimum Lot Size 10,000 square feet

Minimum lot width: 100 feet

Minimum setback from roadways

75 feet from a township road

85 feet from a county road

100 feet from a state road

Minimum yard setbacks

25 feet front, side and rear yards

Maximum building height: 35 feet

Maximum lot coverage. Not more than 80%

Lighting. All lighting shall be shielded from any adjacent residential districts.

D. PERFORMANCE STANDARDS

1. No Nuisance Conditions Beyond Property Lines

No operations shall within the M-1 District shall be hazardous or detrimental to nearby property, or adversely affect the health or safety of the occupants thereof, by reason of the emission of odor, dust, gas, fumes, smoke, noise, vibration or waste material.

2. Lighting

Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential or business property and so that no glare is visible to any traffic on any public street.

3. Activities Enclosed

All business, production, servicing, processing shall take place within completely enclosed buildings unless otherwise authored as a Conditional Use.

4. Waste materials.

No materials or wastes shall be deposited upon a lot in such a form that they might be transferred off the property by natural causes or forces, such as water, wind or snow. Bins used to store trash outside the building shall be enclosed by a fence or masonry wall at least equal to the height of the enclosure.

5. Open Burning

No open burning of any other combustible material is allowed.

M2 INTENSIVE MANUFACTURING DISTRICT

A. PERMITTED USES.

Permitted uses in the M2 District are subject to the need of a special use permit for any outside storage or for any City Required Conditional Use Permit (identified in the above GENERAL PROVISIONS) to address a significant environmental or public health, safety, or general welfare risk. Subject to the foregoing, permitted uses include permitted uses within the M1 District and the following:

1. Agricultural implement sales and service
2. Animal pounds and shelters
3. Assembly and manufacture of products
4. Brick and structural clay products manufacturing
5. Cannabis cultivation center
6. Cartage and express facilities
7. Chemical processing
8. Concrete blocks and other pre-cast concrete product manufacturing and sale
9. Clay works
10. Fabricating
11. Foundry
12. Grain elevators
13. Manufacturing
14. Paint and wallpaper manufacturing
15. Pharmaceutical and cosmetic manufacturing
16. Plastic manufacturing
17. Printing, publishing and binding
18. Radio and television stations, and towers, transmitting and receiving
19. Rail yards
20. Recycling center
21. Sawmill
22. Schools, commercial and trade
23. Stamping mills
24. Storage including cargo containers-inside
25. Stone products manufacturing
26. Terminals: air, rail or motor truck freight
27. Towing service
28. Transportation yards
29. Utilities substations
30. Warehouses and transfer stations

B. CONDITIONAL USES

1. Conditional use permitted in the M2 DISTRICT
2. Outside storage including multiple trailers and cargo containers
3. Adult uses
4. Airports
5. Arsenal
6. Automobile wrecking yards and junkyards
7. Clean Construction Demolition Filling Operations
8. Explosive, fireworks and gunpowder manufacture or storage
9. Governmental service establishments

10. Landscape composing operations
11. Mining operations
12. Planned unit developments.
13. Power plant
14. Shooting Ranges
15. Any permitted use subject to a significant environmental or public health, safety, or general welfare risk.

C. DIMENSIONAL STANDARDS

Minimum Lot Size: 2 acres

Maximum building height: 50 feet

Minimum lot width: 300 feet

Minimum setback from roadways

75 feet from a township road

85 feet from a county road

100 feet from a state road

Minimum yard setbacks:

100 feet front, side and rear yards

Maximum lot coverage. Not more than 60%

Lighting. All lighting shall be shielded from any adjacent residential districts.

D. PERFORMANCE STANDARDS

1. Compliance with Governmental Standards

Any use established in the M2 Districts shall conform to all applicable federal and state performance standards governing - (1) noise; (2) vibration; (3) smoke and particulate matter; (4) toxic matter; (5) odorous matter; (6) fire and explosive hazards; (7) glare; and (8) radiation hazards.

2. Maximum Permitted Sound Levels in Manufacturing District

The sound pressure level, to be measured as described below, shall not exceed the following decibel levels in the designated octave bands.

Frequency Octave Bands	Decibels
Cycles per Second	Sound Level In Decibels B
0 to 75	73
75 to 150	69
150 to 300	65
300 to 600	61
600 to 1200	55
1200 to 2400	48
2400 to 4800	41
Over 4800	35

Objectionable sounds of an intermittent nature which are not easily measured shall be controlled as not to become a nuisance to adjacent uses. The sound levels shall be measured with a sound level meter and associated octave band filter as prescribed by the American Standards Association. The testing of decibels shall be measured at various locations along the property line of the parcel from which the noise is generated.

3. Odors

No objectionable or hazardous odor shall be emitted by any use permitted in this district in such quantities as to be readily detectable by an average observer at any point on the boundary line of the premises or beyond.

4. Noxious Gases

Processes and operations of permitted uses, capable of dispersing gases or toxic particulates into the atmosphere must be hooded or otherwise suitably enclosed. No toxic or noxious matter shall be permitted to be discharged beyond lot lines in such quantity as to be detrimental to or endanger the public health, safety, comfort, or welfare, or cause injury or damage to property of business.

5. Glare and Heat

Operations producing intense light or heat shall be performed within an enclosed building and not be visible beyond any lot line bounding the property whereon the use is conducted.

6. Vibration

An operation which creates intense earthshaking vibrations, such as, heavy drop forges or heavy hydraulic surges, shall not be discernible beyond the property lines of the industry. The maximum peak particle velocities permitted at the lot line shall not exceed .05 inches per second. Ground-transmitted vibrations shall be measured with a seismograph or complement of instruments capable of recording vibration displacement, particle velocity, or acceleration and frequency simultaneously in three mutually perpendicular directions.

7. Waste materials.

No materials or wastes shall be deposited upon a lot in such a form that they might be transferred off the property by natural causes or forces, such as water, wind or snow. Containers used to store waste outside the building shall be enclosed by a fence or masonry wall at least equal to the height of the enclosure and secured by lock when reasonably required.

8. Open burning

The open burning of combustible material is prohibited absent safeguards identified in a conditional use permit.

EMERGING TECHNOLOGIES DISTRICT

A. PERMITTED USES

It is specifically found that no permitted use in the Emerging Technologies District will be subject to any Required Conditional Use Permits (identified in the above GENERAL PROVISIONS). Subject to the foregoing, permitted uses mean: (i) all permitted uses within the M1 and M2 Districts except for cannabis cultivation centers and towing services; and (ii) the following uses:

1. Any manufacturing, fabricating, processing, packing and storage uses
2. Battery Energy Storage Systems
3. Bulk storage of chemical and petroleum products and explosive hazards
4. Data Centers and associated infrastructure
5. Electronic and Scientific Instrument manufacturing
6. Fuel manufacturing, processing, or distribution, including gasoline, L-P gas, liquid natural gas, ethanol, and jet fuel
7. Fertilizer manufacturing
8. Laboratories, research, development, and testing establishments
9. Manufacturing, processing, storing, electrolyzation and/or liquification of hydrogen
10. Planned Unit Developments
11. Power plant, electric generation facilities and equipment, including, without limitation, emerging electric generation technologies
12. Electric transmission facilities and equipment
13. Carbon sequestration and/or capture facilities
14. Offices (business, professional, governmental, or medical)
15. Other industrial uses similar in nature and intensity to the permitted uses
16. Accessory uses to permitted uses, including, without limitation, rooftop and other types of solar panels to primarily power the principal use and train spur lines.

B. CONDITIONAL USES

Notwithstanding anything to the contrary in Section A above, the following uses shall require a Conditional Use Permit, and shall not be Permitted Uses, in the Emerging Technologies District:

1. Rail yards:
2. Terminals: air, rail or motor truck freight
3. Transportation yards
- Solar Energy Facilities, Private or Commercial
2. Wind Energy Facilities, Private or Commercial

EXHIBIT D

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF MARSEILLES AND CONSTELLATION ENERGY GENERATION, LLC (PROPERTY TAXES)

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of _____, 202__, by and between the **CITY OF MARSEILLES**, an Illinois municipal corporation ("**City**"), and **CONSTELLATION ENERGY GENERATION, LLC**, a Pennsylvania limited liability company ("**Owner**").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

SECTION 1. RECITALS.³

A. The City is a non-home rule Illinois municipality which enters into this Agreement pursuant to authority granted to it by Article VII of the Constitution of the State of Illinois of 1970, including Section 10(a) thereof, and the Illinois Municipal Code, including Sections 8-1-2.5 and 8-1-7(e) thereof, 65 ILCS 5/8-1-2.5 and 8-1-7(e).

B. Owner is the owner, either directly or indirectly through a subsidiary, of the approximately 1,219.2-acre parcels depicted and legally described in **Exhibit D-1** attached and, by this reference, incorporated herein (collectively, "**Property**").⁴

C. The City and the Owner are parties to that certain Annexation Agreement dated _____, 2025 ("**Annexation Agreement**").

D. Owner is considering the development on the Property for uses permitted in the City's Emerging Technologies District (collectively, "**Project**").

E. Owner agreed to annex a significant portion of the Property into the City in accordance with the Annexation Agreement on conditions including, without limitation, that the City enter into and abide by this Agreement and provide Owner with the economic incentives set forth herein.

F. The City has determined that the annexation of the Property and the potential development of the Project is expected to increase tax revenues available to the City, which will assist the City in providing essential municipal services to its residents.

G. The City and Owner desire to enter into this Agreement to foster the long-term use and potential development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the City.

³All capitalized words and phrases in this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement.

⁴ Property shall also include any Additional Property as that term is defined in Section 15 of the Annexation Agreement.

H. On _____, 2025, the Corporate Authorities adopted Ordinance No. _____, in which they authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. **“Commencement Date”** means, for each Lot: (i) the date that the City issues a final certificate of occupancy for a building or structure after the date of execution of this Agreement by the Parties; or (ii) for Lots on which Owner seeks to develop structures or other improvements that do not require a certificate of occupancy to be issued by the City, the date that Owner certifies to the City that the development on that Lot has been completed. Notwithstanding anything to the contrary contained herein, in the event that that Commencement Date for a specific Lot has not occurred by December 31, 2030, the Commencement Date shall be deemed to be December 31, 2030.

B. **“Corporate Authorities”** means the Mayor and City Council of the City of Marseilles, Illinois.

C. **“Effective Date”** means the date first written in the first paragraph of the first page of this Agreement.

D. **“Lot”** means a lot designated on a plat of subdivision which has been recorded in the office of the Recorder of Deeds of LaSalle County, Illinois.

E. **“Party”** means the City and Owner, individually, and **“Parties”** means the City and Owner, collectively.

F. **“Property”** means those parcels depicted and legally described in **Exhibit D-1**, along with additional parcels annexed into the City in accordance with the Annexation Agreement, which additional parcels will be incorporated as Property subject to this Agreement upon annexation, and incorporated into **Exhibit D-1**, without the need for further action by the Parties.

G. **“Property Taxes”** means those taxes imposed and collected pursuant to the Property Tax Code, 35 ILCS 200/1-1, *et seq.*, as amended.

H. **“Rebate”** means the rebate payment to Owner of amounts of money equal to a portion of the Taxes Received that the City is required to make pursuant to this Agreement.

I. **“Taxes Received”** means an amount of money equal to that portion or component of the Property Taxes paid for the Property attributable solely to the City's property tax levy that the City receives from LaSalle County.

J. **“Tax Year”** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, for 40 full 12-month periods.

K. **“Total Cap”** means \$2,500,000.00 of Taxes Received; provided that, commencing on January 1, 2027 after the Effective Date and on each subsequent January 1, the Total Cap shall increase three percent, compounded annually. By way of illustration, on January 1, 2027, the Total Cap shall increase to \$2,575,000.00 and increase again on January 1, 2028 to \$2,652,250.00.

SECTION 3. INCENTIVES.

A. **Rebate Calculation.** Beginning on the first Commencement Date and until the conclusion of the last Rebate Term, the City will pay to Owner as the Rebate all of the Taxes Received that exceed the Total Cap.

By way of illustration, if \$3,000,000 of Taxes Received are generated in a Tax Year and the Total Cap is \$2,500,000, then Owner will receive a Rebate payment of \$500,000.

B. **Rebate Payments.** Within 270 days after the end of each Tax Year, and after the City receives written proof of payment of the Property Taxes for that Tax Year, the City will pay the applicable Rebate for that particular Tax Year to Owner. Late payments will accrue interest at one percent per month.

C. **Change in Law.** The City and Owner acknowledge and agree that the City's obligation to pay the Rebate to Owner is predicated on existing State law governing the distribution of Property Taxes to the City. In the event that Property Taxes are no longer distributed to the City ("***Change in Law***"), the provisions of this Agreement with regard to the Rebate on or after the effective date of the Change in Law will automatically be amended to require the City to pay Owner an amount equal to the Taxes Received for any tax replacing the Property Taxes, and the City will pay that amount to Owner as the Rebate in accordance with the terms of this Agreement. However, if there is another Change in Law that results in the distribution of Property Taxes to the City, the provisions of this Agreement with regard to the Rebate will automatically be reinstated and will continue through the remainder of the term of this Agreement.

D. **General Obligation.** The City's obligation to pay the Rebate is a general debt and obligation of the City and is a charge against its general credit. Owner may compel the exercise of the taxing power of the City to pay the Rebate, and an execution of claims, demands, causes of action, and judgments may be levied upon or collected from the general credit, general funds, and other property of the City to satisfy any amounts owed to Owner under this Agreement.

SECTION 4. LITIGATION AND DEFENSE OF AGREEMENT.

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The City and Owner must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The City and Owner agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 5. TERM.

This Agreement will be in full force and effect for a period commencing on the Effective Date and, for each Lot, until the first to occur of ("***Rebate Term***"): (a) all Rebate payments have been made after the 40th Tax Year after the Commencement Date for the applicable Lot; or (b) the Lot is no longer annexed in the City; provided, however, that because payments of the Rebate are in arrears, the City's obligation to make Rebate payments earned by, and owed to, Owner will survive the expiration of the Rebate Term to the extent that the City has not at that time received the Taxes Received from which the Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by Owner and the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 6. ENFORCEMENT.

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation a reasonable attorney fee, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 6.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("***Time for Cure***"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice. An uncured breach of this Agreement is also a breach of the breaching Party's obligations under the Annexation Agreement.

SECTION 7. NATURE AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party. The Parties further agree that nothing in this Agreement shall be construed in a manner that requires Owner to construct or use the Property for the Project or continually operate the Project.

B. **Assignments.** Owner may freely assign any or all of its obligations, rights, or privileges imposed by, and granted in, this Agreement, in its sole and absolute discretion, without the consent of the City.

SECTION 8. GENERAL PROVISIONS.

A. **Entire Agreement.** Other than the Annexation Agreement and all other agreements entered into between the Parties pursuant to the Annexation Agreement, this Agreement constitutes the entire agreement between the Parties regarding the subject matters

hereof and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following addresses:

City of Marseilles
200 Riverfront Dr.
Marseilles, IL 61341
Attention: Mayor

And: City of Marseilles Corporation Counsel
c/o The Cantlin Law Firm
760 E. Etna Road
Ottawa, IL 61350
Attention: Christina Cantlin-VanWiggeren
E-Mail: Christina@CantlinLaw.com

Notices and communications to Owner must be addressed to, and delivered at, the following addresses:

Constellation Energy Group
Attn: Commercial Project Management (Michael Aplington)
4300 Winfield Road
Warrenville, IL 69555
Email: Michael.aplington@constellation.com

And: Constellation Energy Generation LLC
Attention: Legal Department (General Counsel / Real Estate)
1310 Point Street – 8th Floor
Baltimore, Maryland 21231
Email: legalnotices@constellation.com

And: Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster
E-Mail: benjamin.schuster@elrodfriedman.com

D. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings.** The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or Owner.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit.** **Exhibit D-1** is attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor Owner are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the City or Owner to exercise at any time any of those

rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City's or Owner's right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative**. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents**. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction**. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Authority to Execute**. Each Party warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY:

ATTEST:

CITY OF MARSEILLES, an Illinois municipal corporation

Clerk

Mayor

OWNER:

**CONSTELLATION ENERGY
GENERATION, LLC**, a Pennsylvania
limited liability company

By: _____

Its: _____

STATE OF ILLINOIS)
)
COUNTY OF LASALLE) SS

 This instrument was acknowledged before me on _____, 202_ by
_____, the Mayor of the **CITY OF MARSEILLES**, an Illinois municipal
corporation, and by _____, the City Clerk of said municipal corporation.

 Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of _____, a _____, personally known to me to be the _____ of said corporation, appeared before me this day in person and acknowledged that as such _____, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT D-1

DEPICTION AND LEGAL DESCRIPTION OF THE PROPERTY

APN: 29-44-100-000

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-206-000 AND 29-49-207-000

PARCEL 1:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, AND EXCEPT THE SOUTH 250 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER;

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL NO. 1 AND 2 AS CONTAINED IN CIRCUIT CASE NO. 96 CH 77 DESCRIBED AS FOLLOWS: THE EAST 33 FEET OF THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL SITUATED IN LASALLE COUNTY. ILLINOIS.

APN: 29-44-300-000

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-301-000

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-401-000

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-204-000

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 01 DEGREES 16 MINUTES 47 SECONDS EAST 450.00 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 200.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 250.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 600.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-50-100-000 (PT)

PARCEL 1:

THE NORTHWEST 1/4 OF SECTION 34, IN TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD

PRINCIPAL MERIDIAN, EXCEPTING THAT PART CONVEYED TO THE COUNTY OF LASALLE FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 6, 1970 AS DOCUMENT 565167.

APN: 29-45-202-000

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LASALLE COUNTY, ILLINOIS.

APN: 29-39-303-000

THE EAST 800.00 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER

APN: 29-39-400-008

PARCEL 1:

LOTS 15, 16, 17 AND 18, AND OUT LOTS 4, 5 AND 6 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-200-019

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, AND OUT LOT 2, EXCEPTING THEREFROM THAT PART OF OUT LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE NORTH 1 DEGREES 34 MINUTES 15 SECONDS WEST 40.1 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 28 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 1 DEGREE 34 MINUTES 15 SECONDS WEST 200.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS EAST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 28; THENCE SOUTH 1 DEGREE 34 MINUTES 25 SECONDS EAST 200 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS WEST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING, AND OUT LOTS 1 AND 3 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-40-300-001

OUT LOT 7 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-402-000

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 1°42'06" EAST 600.0 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 88°17'54" WEST 27.11 FEET TO THE WEST RIGHT-OF-WAY

LINE OF NORTH 2553RD ROAD, SAID POINT BEING 33.0 FEET WEST OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 3°16'35" WEST 63.58 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET WEST OF SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 499.98 FEET; THENCE NORTHWESTERLY 774.23 FEET ALONG THE SAID WEST RIGHT-OF-WAY LINE, BEING PARALLEL WITH AND 33.0 FEET SOUTHWEST OF SAID CENTERLINE, WHOSE CHORD BEARS NORTH 45°33'07" WEST 699.16 FEET TO THE END OF THE CURVE; THENCE NORTH 88°42'10" WEST 87.54 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET SOUTH OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 0°35'15" WEST 39.16 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89°23'45" EAST 600.0 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING, CONTAINING 2.12 ACRES MORE OR LESS, SITUATED IN BROOKFIELD TOWNSHIP, LASALLE COUNTY, ILLINOIS

APN: 29-43-101-000

ALL THAT PART LYING SOUTH OF THE RIVER OF THE NORTHWEST QUARTER OF SECTION 27, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CURRENTLY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 2045.00 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST 330.00 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 54 SECONDS EAST 370.00 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 18 SECONDS EAST 888.74 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 26 SECONDS EAST 790.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS EAST 440.00 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 26 SECONDS WEST 912.15 FEET, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST 1715 FEET MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER, TO THE SOUTHERLY SIDE OF THE ILLINOIS RIVER; THENCE NORTHWESTERLY 2095 FEET MORE OR LESS, ALONG THE SAID SOUTHERLY SIDE OF THE ILLINOIS RIVER, TO THE NORTH LINE OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 07 SECONDS WEST 844.87 FEET, ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST 2642.60 FEET, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 48 MINUTES 06 SECONDS EAST 595.95 FEET, ALONG THE SAID WEST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 22 MINUTES 53 SECONDS EAST 600.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1 DEGREES 25 MINUTES 30 SECONDS EAST 700.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89 DEGREES 22 MINUTES 53 SECONDS WEST 600.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 1 DEGREES 25 MINUTES 30 SECONDS WEST 700.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING;
SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-000

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF 2553RD ROAD (EXCEPT FINAL PLAT OF TIMBER EDGE PHASE I) AND (EXCEPT PART DESCRIBED IN DOCUMENT 2011-13036) SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-302-001

PARCEL 2:

LOT 146 IN TIMBER EDGE PHASE I, A RESUBDIVISION OF TIMBER'S EDGE PHASE I (FORMERLY KNOWN AS WILD WOOD ACRES), ACCORDING TO THE CORRECTIVE PLAT THEREOF RECORDED DECEMBER 4, 2000 AS DOCUMENT 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SITUATED IN LASALLE COUNTY, ILLINOIS

APN: 29-43-300-016

OUTLOT 1 IN THE FINAL PLAT OF WILDWOOD ACRES RECORDED 18 JULY, 1995 AS DOC. #95 09585, FORMERLY KNOWN AS THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 792.15 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4, TO THE CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 12 DEGREES 34 MINUTES 56 SECONDS EAST 108.58 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 29 DEGREES 00 MINUTES 05 SECONDS EAST 127.41 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 44 DEGREES 56 MINUTES 45 SECONDS EAST 134.86 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 61 DEGREES 26 MINUTES 48 SECONDS EAST 122.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 81 DEGREES 43 MINUTES 26 SECONDS EAST 261.35 FEET, ALONG SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 87 DEGREES 39 MINUTES 26 SECONDS EAST 219.19, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 86 DEGREES 20 MINUTES 06 SECONDS EAST 135.32 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 79 DEGREES 05 MINUTES 28 SECONDS EAST 296.22 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 75 DEGREES 19 MINUTES 50 SECONDS EAST 415.26 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 73 DEGREES 21 MINUTES 26 SECONDS EAST 88.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 67 DEGREES 18 MINUTES 47 SECONDS EAST 150.90 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST 152.37 FEET,

ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 71 DEGREES 33 MINUTES 00 SECONDS EAST 119.98 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS EAST 150.20 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36, TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 2205.67 FEET, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING, IN THE CITY OF MARSEILLES; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-039 AND 29-43-303-040

PARCEL 1:

LOT 118 AND LOT 119, EXCEPT THE SOUTH 12 FEET OF LOT 119, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-043

PARCEL 3:

LOT 122 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-045

PARCEL 5:

LOT 124 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-046

PARCEL 6:

LOT 123 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-047

PARCEL 7:

LOT 145 AND PART OF LOT 144 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-

14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 145; THENCE SOUTH 65 DEGREES 40 MINUTES 27 SECONDS WEST 131.06 FEET ALONG THE NORTH LINE OF SAID LOT 145 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER BEING ON A NON-TANGENT 210.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 50.73 FEET ALONG THE CURVED WEST LINE OF SAID LOTS 145 AND 144 WHOSE CHORD BEARS SOUTH 10 DEGREES 34 MINUTES 08 SECONDS EAST 50.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST 112.66 FEET TO THE EAST LINE OF SAID LOT 144; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 101.01 FEET ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SAID LOT 145 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-053 AND 29-43-303-054

PARCEL 9:

LOT 135, EXCEPT THE NORTH 4.59 FEET THEREOF, AND THE NORTH 9.59 FEET OF LOT 134 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

AND

LOT 134, EXCEPT THE NORTH 9.59 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-055 AND 29-43-303-056

PARCEL 10:

LOT 136 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

PARCEL 10A:

THE NORTH 4.59 FEET OF LOT 135 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS

DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-001

PARCEL 12:

LOT 99 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-002

PARCEL 13:

LOT 98, EXCEPT THE SOUTH 3.20 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-032

PARCEL 14:

LOT 53 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-043

PARCEL 15:

LOT 64 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-045

PARCEL 16:

LOT 66 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-054

PARCEL 17:

LOTS 67 AND 68 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-002

PARCEL 18:

LOT 47 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-003

PARCEL 19:

LOT 46 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-004

PARCEL 20:

LOT 45 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-025

PARCEL 21:

LOT 24 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-027

PARCEL 22:

LOT 22 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED

AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-028

PARCEL 23:

LOT 21 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-047 AND 29-43-305-048

PARCEL 24:

LOTS 1 AND 2 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-052

PARCEL 26:

LOT 42, AND PART OF LOT 43 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SAID PART OF LOT 43 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 20.81 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE SOUTH 41 DEGREES 56 MINUTES 10 SECONDS WEST 217.38 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 43, SAID SOUTHWESTERN LINE BEING A NON-TANGENT 125.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 5.49 FEET ALONG SAID CURVED SOUTHWESTERN LINE WHOSE CHORD BEARS SOUTH 46 DEGREES 48 MINUTES 22 SECONDS EAST 5.49 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 42; THENCE NORTH 44 DEGREES 25 MINUTES 29 SECONDS EAST 202.56 FEET ALONG THE NORTHWESTERN LINE OF SAID LOT 42 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-053

PARCEL 27:

LOT 15, AND PART OF LOT 14 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, AND NORTHWEST CORNER BEING ON A 125.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 55.36 FEET ALONG THE CURBED WESTERN LINE OF SAID LOT 15 AND LOT 14 WHOSE CHORD BEARS SOUTH 18 DEGREES 36 MINUTES 06 SECONDS WEST 54.91 FEET; THENCE SOUTH 58 DEGREES 42 MINUTES 36 SECONDS EAST 154.25 FEET TO THE EAST LINE OF SAID TIMBER EDGE PHASE I; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 134.91 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST 111.02 FEET ALONG THE NORTH LINE SAID LOT 15 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-044

PARCEL 28:

LOT 65 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-057

PARCEL 29:

LOT 10, EXCEPT THE WEST 18.55 FEET THEREOF, AND LOT 11, EXCEPT THE EAST 12.02 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-003, 29-43-303-004, 29-43-303-005, 29-43-303-006, 29-43-303-007, 29-43-303-008, 29-43-303-009, 29-43-303-013, 29-43-303-014, 29-43-303-015, 29-43-303-016, 29-43-303-017, 29-43-303-058, 29-43-303-023, 29-43-303-024, 29-43-303-025, 29-43-303-026, 29-43-303-030, 29-43-303-031, 29-43-303-032, 29-43-303-033, 29-43-303-034, 29-43-303-035, 29-43-303-036, 29-43-303-037, 29-43-303-038, 29-43-303-048, 29-43-303-049, 29-43-303-051, 29-43-304-053, 29-43-304-004, 29-43-304-005, 29-43-304-006, 29-43-304-007, 29-43-304-008, 29-43-304-009, 29-43-304-010, 29-43-304-011, 29-43-304-012, 29-43-304-013, 29-43-304-014, 29-43-304-015, 29-43-304-016, 29-43-304-017, 29-43-304-018, 29-43-304-019, 29-43-304-020, 29-43-304-021, 29-43-304-022, 29-43-304-023, 29-43-304-024, 29-43-304-027, 29-43-304-028, 29-43-304-029, 29-43-304-030, 29-43-304-031, 29-43-304-033, 29-43-304-034, 29-43-304-035, 29-43-304-036, 29-43-304-037, 29-43-304-038, 29-43-304-039, 29-43-304-040, 29-43-304-041, 29-43-304-042, 29-43-304-048, 29-43-304-049, 29-43-304-050, 29-43-304-051, 29-43-304-052, 29-43-305-001, 29-43-305-005, 29-43-305-008, 29-43-305-009, 29-43-305-010, 29-43-305-011, 29-43-305-012, 29-43-305-013, 29-43-305-014, 29-43-305-015, 29-43-305-016, 29-43-305-017, 29-43-305-018, 29-43-305-019, 29-43-305-020, 29-43-305-021, 29-43-305-022, 29-43-305-023, 29-43-305-024, 29-43-305-026, 29-43-305-029, 29-43-305-030, 29-43-305-031, 29-43-305-032, 29-43-305-033, 29-43-305-036, 29-43-305-037, 29-43-305-041, 39-43-305-042, 29-43-305-043, 29-43-

305-045, 29-43-305-051, 29-43-305-054, 29-43-305-055, 29-43-303-018, 29-43-303-019, 29-43-303-020, 29-43-303-042, 29-43-304-025, 29-43-304-026, 29-43-305-044, 29-43-305-046 AND 29-43-303-059

PARCEL 30:

OUTLOT "D", LOTS 3, 4, 5, 6, 7 AND 8, THE EAST 12.02 FEET OF LOT 11, LOTS 12 AND 13, LOT 14 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED DECEMBER 23, 2002 AS DOCUMENT NUMBER 2002-37023, LOTS 16, 17, 18, 19, 20, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41, LOT 43 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED JANUARY 21, 2002 AS DOCUMENT NUMBER 2002-02243, LOTS 44 , 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96 AND 97, THE SOUTH 3.20 FEET OF LOT 98, LOT 101 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 20, 2003 AS DOCUMENT NUMBER 2003-37797, LOTS 102, 103, 104 AND 105, LOT 106 EXCEPTING THEREFROM THE SOUTH 15.50 FEET, THE SOUTH 1.00 FEET OF LOT 107, LOTS 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117, SOUTH 12 FEET OF LOT 119, LOTS 121, 126, 127, 128, 129, 130, 131, 132, 133, 137, 138, 139, 140, 141, 142 AND 143, LOT 144 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 17, 2002 AS DOCUMENT NUMBER 2002-29520 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.



EXHIBIT E

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF MARSEILLES AND CONSTELLATION ENERGY GENERATION, LLC (UTILITY TAXES)

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into as of this ___ day of _____, 202_, by and between the **CITY OF MARSEILLES**, an Illinois municipal corporation ("**City**"), and **CONSTELLATION ENERGY GENERATION, LLC**, a Pennsylvania limited liability company ("**Owner**").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

SECTION 1. RECITALS.¹

A. The City is a non-home rule Illinois municipality which enters into this Agreement pursuant to authority granted to it by Article VII of the Constitution of the State of Illinois of 1970, including Section 10(a) thereof, and the Illinois Municipal Code, including Sections 8-1-2.5 and 8-1-7(e) thereof, 65 ILCS 5/8-1-2.5 and 8-1-7(e).

B. Owner is the owner, either directly or indirectly through a subsidiary, of the approximately 1,219.2-acre parcels depicted and legally described in **Exhibit E-1** attached and, by this reference, incorporated herein (collectively, "**Property**").²

C. The City and Owner are parties to that certain Annexation Agreement dated _____, 2025 ("**Annexation Agreement**").

D. Owner is considering the development on the Property for uses permitted in the City's Emerging Technologies District (collectively, "**Project**").

E. Owner agreed to annex a significant portion of the Property into the City in accordance with the Annexation Agreement on conditions including, without limitation, that the City enter into and abide by this Agreement and provide Owner with the economic incentives set forth herein.

F. The City has determined that the annexation of the Property and the potential development of the Project is expected to increase tax revenues available to the City, which will assist the City in providing essential municipal services to its residents.

G. The City and Owner desire to enter into this Agreement to foster the long-term use and potential development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the City.

¹All capitalized words and phrases in this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement.

² Property shall also include any Additional Property as that term is defined in Section 15 of the Annexation Agreement.

H. On _____, 2025, the Corporate Authorities adopted Ordinance No. _____, in which they authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. “**Commencement Date**” means the earlier of: (i) the date that Owner obtains a final certificate of occupancy from the City for a building constructed on the Property and a total of 50 megawatts of electricity or more are used to power buildings on the Property; and (ii) a date designated by Owner in a written notice sent by Owner to the City. Notwithstanding anything to the contrary contained herein, in the event that that Commencement Date has not occurred by December 31, 2030, the Commencement Date shall be deemed to be December 31, 2030.

B. “**City Code**”: The Marseilles Municipal Code (1994) as the same has been and may, from time to time hereafter, be amended.

C. “**Corporate Authorities**” means the Mayor and City Council of the City of Marseilles, Illinois.

D. “**Effective Date**” means the date first written in the first paragraph of the first page of this Agreement.

E. “**Party**” means the City and Owner, individually, and “**Parties**” means the City and Owner, collectively.

F. “**Property**” means those parcels depicted and legally described in **Exhibit E-1**, along with additional parcels annexed into the City in accordance with the Annexation Agreement, which additional parcels will be incorporated as Property subject to this Agreement upon annexation, and incorporated into **Exhibit E-1**, without the need for further action by the Parties.

G. “**Rebate**” means the rebate payment to Owner of amounts of money equal to a portion of the Taxes Received that the City is required to make pursuant to this Agreement.

H. “**Total Cap**” means \$5,000,000.00; provided that, commencing on the January 1, 2027, and on each subsequent January 1, the Total Cap shall increase three percent, compounded annually. By way of illustration, on January 1, 2027, the Total Cap shall increase to \$5,150,000.00, and increase again on January 1, 2028 to \$5,304,500.00.

I. “**Taxes Received**” means an amount of money equal to the Utility Taxes that the City receives from uses on the Property.

J. “**Tax Year**” means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, for 40 full 12-month periods.

K. “**Utility Taxes**” means those taxes imposed upon utilities, or the consumption of utility services, including, without limitation, gas, electricity, water, sewer services, or telecommunications under any legal authority including, without limitation, 65 ILCS 5/8-11-2 and Section 37.70 of the City Code.

SECTION 3. INCENTIVES.

A. **Rebate Calculation.** Beginning on the first Commencement Date and until the conclusion of the last Rebate Term, the City will pay to Owner as the Rebate all of the Taxes Received that exceed the Total Cap.

B. **Rebate Payments.** The City will pay the applicable Rebate for the immediately preceding Tax Year to Owner annually on or before April 1 of the current Tax Year. Late payments will accrue interest at one percent per month.

C. **Change in Law.** The City and Owner acknowledge and agree that the City's obligation to pay the Rebate to Owner is predicated on existing State law governing the distribution of the Utility Taxes to the City. In the event that the Utility Taxes are no longer distributed to the City ("**Change in Law**"), the provisions of this Agreement with regard to the Rebate on or after the effective date of the Change in Law will automatically be amended to require the City to pay Owner an amount equal to the Utility Taxes Received for the portion of the Utility Taxes to which the Change in Law applies for any tax replacing the Utility Taxes, and the City will pay that amount to Owner as the Rebate in accordance with the terms of this Agreement. However, if there is another Change in Law that results in the distribution of the Utility Taxes in question to the City, the provisions of this Agreement with regard to the Rebate will automatically be reinstated and will continue through the remainder of the term of this Agreement.

D. **General Obligation.** The City's obligation to pay the Rebate is a general debt and obligation of the City and is a charge against its general credit. Owner may compel the exercise of the taxing power of the City to pay the Rebate, and an execution of claims, demands, causes of action, and judgments may be levied upon or collected from the general credit, general funds, and other property of the City to satisfy any amounts owed to Owner under this Agreement.

SECTION 4. LITIGATION AND DEFENSE OF AGREEMENT.

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("**Litigation**"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The City and Owner must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The City and Owner agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 5. TERM.

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of ("**Term**"): (a) the date that is 40 years after the Commencement Date; or (b) all of the Property no longer being annexed in the City; provided, however, that because payments of the Rebate are in arrears, the City's obligation to make

Rebate payments earned by, and owed to, Owner will survive the expiration of the Term to the extent that the City has not at that time received the Utility Taxes Received or the Taxes Received from which the Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by Owner and the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 6. ENFORCEMENT.

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation a reasonable attorney fee, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 6.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("***Time for Cure***"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice. An uncured breach of this Agreement is also a breach of the breaching Party's obligations under the Annexation Agreement.

SECTION 7. NATURE AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party. The Parties further agree that nothing in this Agreement shall be construed in a manner that requires Owner to construct or use the Property for the Project or continually operate the Project.

B. **Assignments.** Owner may freely assign any or all of its obligations, rights, or privileges imposed by, and granted in, this Agreement, in its sole and absolute discretion, without the consent of the City.

SECTION 8. GENERAL PROVISIONS.

A. **Entire Agreement.** Other than the Annexation Agreement and all other agreements entered into between the Parties pursuant to the Annexation Agreement, this Agreement constitutes the entire agreement between the Parties regarding the subject matters hereof and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable

overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following addresses:

City of Marseilles
200 Riverfront Dr.
Marseilles, IL 61341
Attention: Mayor

And: City of Marseilles Corporation Counsel
c/o The Cantlin Law Firm
760 E. Etna Road
Ottawa, IL 61350
Attention: Christina Cantlin-VanWiggeren
E-Mail: Christina@CantlinLaw.com

Notices and communications to Owner must be addressed to, and delivered at, the following addresses:

Constellation Energy Group
Attn: Commercial Project Management (Michael Aplington)
4300 Winfield Road
Warrenville, IL 69555
Email: Michael.aplington@constellation.com

And: Constellation Energy Generation LLC
Attention: Legal Department (General Counsel / Real Estate)
1310 Point Street – 8th Floor
Baltimore, Maryland 21231
Email: legalnotices@constellation.com

And: Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster
E-Mail: benjamin.schuster@elrodfriedman.com

D. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or Owner.

J. **Severability**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time**. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit**. **Exhibit E-1** is attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver**. Neither the City nor Owner are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the City or Owner to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City’s or Owner’s right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative**. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents**. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any

Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction**. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Authority to Execute**. Each Party warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY:

ATTEST:

CITY OF MARSEILLES

Clerk

Mayor

OWNER:

**CONSTELLATION ENERGY
GENERATION, LLC**, a Pennsylvania
limited liability company

By: _____

Its: _____

STATE OF ILLINOIS)
)
COUNTY OF LASALLE) SS

 This instrument was acknowledged before me on _____, 202_ by
_____, the Mayor of the **CITY OF MARSEILLES**, an Illinois municipal
corporation, and by _____, the City Clerk of said municipal corporation.

 Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of _____, a _____, personally known to me to be the _____ of said corporation, appeared before me this day in person and acknowledged that as such _____, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT E-1

DEPICTION AND LEGAL DESCRIPTION OF THE PROPERTY

APN: 29-44-100-000

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-206-000 AND 29-49-207-000

PARCEL 1:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, AND EXCEPT THE SOUTH 250 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER;

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL NO. 1 AND 2 AS CONTAINED IN CIRCUIT CASE NO. 96 CH 77 DESCRIBED AS FOLLOWS: THE EAST 33 FEET OF THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL SITUATED IN LASALLE COUNTY. ILLINOIS.

APN: 29-44-300-000

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-301-000

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-401-000

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-204-000

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 01 DEGREES 16 MINUTES 47 SECONDS EAST 450.00 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 200.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 250.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 600.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-50-100-000 (PT)

PARCEL 1:

THE NORTHWEST 1/4 OF SECTION 34, IN TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART CONVEYED TO THE COUNTY OF LASALLE FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 6, 1970 AS DOCUMENT 565167.

APN: 29-45-202-000

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LASALLE COUNTY, ILLINOIS.

APN: 29-39-303-000

THE EAST 800.00 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER

APN: 29-39-400-008

PARCEL 1:

LOTS 15, 16, 17 AND 18, AND OUT LOTS 4, 5 AND 6 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-200-019

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, AND OUT LOT 2, EXCEPTING THEREFROM THAT PART OF OUT LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE NORTH 1 DEGREES 34 MINUTES 15 SECONDS WEST 40.1 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 28 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 1 DEGREE 34 MINUTES 15 SECONDS WEST 200.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS EAST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 28; THENCE SOUTH 1 DEGREE 34 MINUTES 25 SECONDS EAST 200 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS WEST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING, AND OUT LOTS 1 AND 3 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-40-300-001

OUT LOT 7 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-402-000

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 1°42'06" EAST 600.0 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER

OF SAID SECTION 28; THENCE SOUTH 88°17'54" WEST 27.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 2553RD ROAD, SAID POINT BEING 33.0 FEET WEST OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 3°16'35" WEST 63.58 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET WEST OF SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 499.98 FEET; THENCE NORTHWESTERLY 774.23 FEET ALONG THE SAID WEST RIGHT-OF-WAY LINE, BEING PARALLEL WITH AND 33.0 FEET SOUTHWEST OF SAID CENTERLINE, WHOSE CHORD BEARS NORTH 45°33'07" WEST 699.16 FEET TO THE END OF THE CURVE; THENCE NORTH 88°42'10" WEST 87.54 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET SOUTH OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 0°35'15" WEST 39.16 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89°23'45" EAST 600.0 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING, CONTAINING 2.12 ACRES MORE OR LESS, SITUATED IN BROOKFIELD TOWNSHIP, LASALLE COUNTY, ILLINOIS

APN: 29-43-101-000

ALL THAT PART LYING SOUTH OF THE RIVER OF THE NORTHWEST QUARTER OF SECTION 27, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CURRENTLY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 2045.00 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST 330.00 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 54 SECONDS EAST 370.00 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 18 SECONDS EAST 888.74 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 26 SECONDS EAST 790.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS EAST 440.00 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 26 SECONDS WEST 912.15 FEET, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST 1715 FEET MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER, TO THE SOUTHERLY SIDE OF THE ILLINOIS RIVER; THENCE NORTHWESTERLY 2095 FEET MORE OR LESS, ALONG THE SAID SOUTHERLY SIDE OF THE ILLINOIS RIVER, TO THE NORTH LINE OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 07 SECONDS WEST 844.87 FEET, ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST 2642.60 FEET, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 48 MINUTES 06 SECONDS EAST 595.95 FEET, ALONG THE SAID WEST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 22 MINUTES 53 SECONDS EAST 600.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1 DEGREES 25 MINUTES 30

SECONDS EAST 700.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 22 MINUTES 53 SECONDS WEST 600.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 1 DEGREES 25 MINUTES 30 SECONDS WEST 700.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-000

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF 2553RD ROAD (EXCEPT FINAL PLAT OF TIMBER EDGE PHASE I) AND (EXCEPT PART DESCRIBED IN DOCUMENT 2011-13036) SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-302-001

PARCEL 2:

LOT 146 IN TIMBER EDGE PHASE I, A RESUBDIVISION OF TIMBER'S EDGE PHASE I (FORMERLY KNOWN AS WILD WOOD ACRES), ACCORDING TO THE CORRECTIVE PLAT THEREOF RECORDED DECEMBER 4, 2000 AS DOCUMENT 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SITUATED IN LASALLE COUNTY, ILLINOIS

APN: 29-43-300-016

OUTLOT 1 IN THE FINAL PLAT OF WILDWOOD ACRES RECORDED 18 JULY, 1995 AS DOC. #95 09585, FORMERLY KNOWN AS THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 792.15 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4, TO THE CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 12 DEGREES 34 MINUTES 56 SECONDS EAST 108.58 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 29 DEGREES 00 MINUTES 05 SECONDS EAST 127.41 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 44 DEGREES 56 MINUTES 45 SECONDS EAST 134.86 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 61 DEGREES 26 MINUTES 48 SECONDS EAST 122.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 81 DEGREES 43 MINUTES 26 SECONDS EAST 261.35 FEET, ALONG SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 87 DEGREES 39 MINUTES 26 SECONDS EAST 219.19, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 86 DEGREES 20 MINUTES 06 SECONDS EAST 135.32 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 79 DEGREES 05 MINUTES 28 SECONDS EAST 296.22 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 75 DEGREES 19 MINUTES 50 SECONDS EAST 415.26 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 73 DEGREES 21 MINUTES 26 SECONDS EAST 88.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 67 DEGREES 18 MINUTES 47 SECONDS EAST 150.90 FEET ALONG THE SAID CENTERLINE OF COUNTY

HIGHWAY ROUTE 36; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST 152.37 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 71 DEGREES 33 MINUTES 00 SECONDS EAST 119.98 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS EAST 150.20 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36, TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 2205.67 FEET, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING, IN THE CITY OF MARSEILLES; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-039 AND 29-43-303-040

PARCEL 1:

LOT 118 AND LOT 119, EXCEPT THE SOUTH 12 FEET OF LOT 119, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-043

PARCEL 3:

LOT 122 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-045

PARCEL 5:

LOT 124 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-046

PARCEL 6:

LOT 123 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-047

PARCEL 7:

LOT 145 AND PART OF LOT 144 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 145; THENCE SOUTH 65 DEGREES 40 MINUTES 27 SECONDS WEST 131.06 FEET ALONG THE NORTH LINE OF SAID LOT 145 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER BEING ON A NON-TANGENT 210.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 50.73 FEET ALONG THE CURVED WEST LINE OF SAID LOTS 145 AND 144 WHOSE CHORD BEARS SOUTH 10 DEGREES 34 MINUTES 08 SECONDS EAST 50.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST 112.66 FEET TO THE EAST LINE OF SAID LOT 144; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 101.01 FEET ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SAID LOT 145 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-053 AND 29-43-303-054

PARCEL 9:

LOT 135, EXCEPT THE NORTH 4.59 FEET THEREOF, AND THE NORTH 9.59 FEET OF LOT 134 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

AND

LOT 134, EXCEPT THE NORTH 9.59 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-055 AND 29-43-303-056

PARCEL 10:

LOT 136 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

PARCEL 10A:

THE NORTH 4.59 FEET OF LOT 135 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER

2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-001

PARCEL 12:

LOT 99 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-002

PARCEL 13:

LOT 98, EXCEPT THE SOUTH 3.20 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-032

PARCEL 14:

LOT 53 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-043

PARCEL 15:

LOT 64 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-045

PARCEL 16:

LOT 66 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-054

PARCEL 17:

LOTS 67 AND 68 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-002

PARCEL 18:

LOT 47 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-003

PARCEL 19:

LOT 46 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-004

PARCEL 20:

LOT 45 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-025

PARCEL 21:

LOT 24 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-027

PARCEL 22:

LOT 22 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-028

PARCEL 23:

LOT 21 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-047 AND 29-43-305-048

PARCEL 24:

LOTS 1 AND 2 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-052

PARCEL 26:

LOT 42, AND PART OF LOT 43 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SAID PART OF LOT 43 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 20.81 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE SOUTH 41 DEGREES 56 MINUTES 10 SECONDS WEST 217.38 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 43, SAID SOUTHWESTERN LINE BEING A NON-TANGENT 125.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 5.49 FEET ALONG SAID CURVED SOUTHWESTERN LINE WHOSE CHORD BEARS SOUTH 46 DEGREES 48 MINUTES 22 SECONDS EAST 5.49 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 42; THENCE NORTH 44 DEGREES 25 MINUTES 29 SECONDS EAST 202.56 FEET ALONG THE NORTHWESTERN LINE OF SAID LOT 42 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-053

PARCEL 27:

LOT 15, AND PART OF LOT 14 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-

14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, AND NORTHWEST CORNER BEING ON A 125.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 55.36 FEET ALONG THE CURBED WESTERN LINE OF SAID LOT 15 AND LOT 14 WHOSE CHORD BEARS SOUTH 18 DEGREES 36 MINUTES 06 SECONDS WEST 54.91 FEET; THENCE SOUTH 58 DEGREES 42 MINUTES 36 SECONDS EAST 154.25 FEET TO THE EAST LINE OF SAID TIMBER EDGE PHASE I; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 134.91 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST 111.02 FEET ALONG THE NORTH LINE SAID LOT 15 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-044

PARCEL 28:

LOT 65 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-057

PARCEL 29:

LOT 10, EXCEPT THE WEST 18.55 FEET THEREOF, AND LOT 11, EXCEPT THE EAST 12.02 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-003, 29-43-303-004, 29-43-303-005, 29-43-303-006, 29-43-303-007, 29-43-303-008, 29-43-303-009, 29-43-303-013, 29-43-303-014, 29-43-303-015, 29-43-303-016, 29-43-303-017, 29-43-303-058, 29-43-303-023, 29-43-303-024, 29-43-303-025, 29-43-303-026, 29-43-303-030, 29-43-303-031, 29-43-303-032, 29-43-303-033, 29-43-303-034, 29-43-303-035, 29-43-303-036, 29-43-303-037, 29-43-303-038, 29-43-303-048, 29-43-303-049, 29-43-303-051, 29-43-304-053, 29-43-304-004, 29-43-304-005, 29-43-304-006, 29-43-304-007, 29-43-304-008, 29-43-304-009, 29-43-304-010, 29-43-304-011, 29-43-304-012, 29-43-304-013, 29-43-304-014, 29-43-304-015, 29-43-304-016, 29-43-304-017, 29-43-304-018, 29-43-304-019, 29-43-304-020, 29-43-304-021, 29-43-304-022, 29-43-304-023, 29-43-304-024, 29-43-304-027, 29-43-304-028, 29-43-304-029, 29-43-304-030, 29-43-304-031, 29-43-304-033, 29-43-304-034, 29-43-304-035, 29-43-304-036, 29-43-304-037, 29-43-304-038, 29-43-304-039, 29-43-304-040, 29-43-304-041, 29-43-304-042, 29-43-304-048, 29-43-304-049, 29-43-304-050, 29-43-304-051, 29-43-304-052, 29-43-305-001, 29-43-305-005, 29-43-305-008, 29-43-305-009, 29-43-305-010, 29-43-305-011, 29-43-305-012, 29-43-305-013, 29-43-305-014, 29-43-305-015, 29-43-305-016, 29-43-305-017, 29-43-305-018, 29-43-305-019, 29-43-305-020, 29-43-305-021, 29-43-305-022, 29-43-305-023, 29-43-

305-024, 29-43-305-026, 29-43-305-029, 29-43-305-030, 29-43-305-031, 29-43-305-032, 29-43-305-033, 29-43-305-036, 29-43-305-037, 29-43-305-041, 39-43-305-042, 29-43-305-043, 29-43-305-045, 29-43-305-051, 29-43-305-054, 29-43-305-055, 29-43-303-018, 29-43-303-019, 29-43-303-020, 29-43-303-042, 29-43-304-025, 29-43-304-026, 29-43-305-044, 29-43-305-046 AND 29-43-303-059

PARCEL 30:

OUTLOT "D", LOTS 3, 4, 5, 6, 7 AND 8, THE EAST 12.02 FEET OF LOT 11, LOTS 12 AND 13, LOT 14 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED DECEMBER 23, 2002 AS DOCUMENT NUMBER 2002-37023, LOTS 16, 17, 18, 19, 20, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41, LOT 43 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED JANUARY 21, 2002 AS DOCUMENT NUMBER 2002-02243, LOTS 44 , 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96 AND 97, THE SOUTH 3.20 FEET OF LOT 98, LOT 101 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 20, 2003 AS DOCUMENT NUMBER 2003-37797, LOTS 102, 103, 104 AND 105, LOT 106 EXCEPTING THEREFROM THE SOUTH 15.50 FEET, THE SOUTH 1.00 FEET OF LOT 107, LOTS 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117, SOUTH 12 FEET OF LOT 119, LOTS 121, 126, 127, 128, 129, 130, 131, 132, 133, 137, 138, 139, 140, 141, 142 AND 143, LOT 144 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 17, 2002 AS DOCUMENT NUMBER 2002-29520 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

EXHIBIT F

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF MARSEILLES AND CONSTELLATION ENERGY GENERATION, LLC (SALES AND OTHER TAXES)

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into as of this ___ day of _____, 202_, by and between the **CITY OF MARSEILLES**, an Illinois municipal corporation ("**City**"), and **CONSTELLATION ENERGY GENERATION, LLC**, a Pennsylvania limited liability company ("**Owner**").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

SECTION 1. RECITALS.¹

A. The City is a non-home rule Illinois municipality which enters into this Agreement pursuant to authority granted to it by Article VII of the Constitution of the State of Illinois of 1970, including Section 10(a) thereof, and the Illinois Municipal Code, including Sections 8-1-2.5 and 8-1-7(e) thereof, 65 ILCS 5/8-1-2.5 and 8-1-7(e).

B. Owner is the owner, either directly or indirectly through a subsidiary, of the approximately 1,219.2-acre parcels depicted and legally described in **Exhibit F-1** attached and, by this reference, incorporated herein (collectively, "**Property**").²

C. The City and Owner are parties to that certain Annexation Agreement dated _____, 2025 ("**Annexation Agreement**").

D. Owner is considering the development on the Property for uses permitted in the City's Emerging Technologies District (collectively, "**Project**").

E. Owner agreed to annex a significant portion of the Property into the City in accordance with the Annexation Agreement on conditions including, without limitation, that the City enter into and abide by this Agreement and provide Owner with the economic incentives set forth herein.

F. The City has determined that the annexation of the Property and the potential development of the Project is expected to increase tax revenues available to the City, which will assist the City in providing essential municipal services to its residents.

G. The City and Owner desire to enter into this Agreement to foster the long-term use and potential development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the City.

H. The City has made the following findings in accordance with Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20:

¹All capitalized words and phrases in this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement.

² Property shall also include any Additional Property as that term is defined in Section 15 of the Annexation Agreement.

1. Large portions of the Property have remained vacant for at least one year, or those portions of the Property that had buildings located on the Property were demolished within the last year and that those buildings were either non-compliant with building codes, or the buildings that were demolished were unoccupied or underutilized for a period of at least one year;
2. For the portions of the Property that did not satisfy the findings made in Section 1.G.2, the buildings on those portions of the Property are no longer compliant with current building codes, or the buildings on those portions of the Property have remained less than significantly unoccupied or underutilized for a period of at least one year;
3. The Project is expected to create or retain job opportunities within the City;
4. The Project will serve to further the development of adjacent areas;
5. Without this Agreement, the Project would not be possible;
6. Owner meets high standards of creditworthiness and financial strength as demonstrated by having corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investors Service, Inc.;
7. The Project will strengthen the commercial sector of the City;
8. The Project will enhance the tax base of the municipality; and
9. This Agreement is made in the best interest of the municipality.

I. On _____, 2025, the Corporate Authorities adopted Ordinance No. _____, in which they authorized the execution of this Agreement.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. **"Business District Law"** means the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1, *et seq.*

B. **"Commencement Date"** means the earlier of: (i) the date that Owner obtains a final certificate of occupancy from the City for a building constructed on the Property and a total of 50 megawatts of electricity or more are used to power buildings on the Property; and (ii) a date designated by Owner in a written notice sent by Owner to the City. Notwithstanding anything to the contrary contained herein, in the event that that Commencement Date has not occurred by December 31, 2030, the Commencement Date shall be deemed to be December 31, 2030.

C. **"City Code"**: The Marseilles Municipal Code (1994) as the same has been and may, from time to time hereafter, be amended.

D. **"Corporate Authorities"** means the Mayor and City Council of the City of Marseilles, Illinois.

E. **"Effective Date"** means the date first written in the first paragraph of the first page of this Agreement.

F. **"Other Taxes"** means those taxes related to uses, activities, consumption, sales, and transactions that occur on, are attributable to, or are related to, the Property or Project, including, without limitation, Sales Taxes, but excluding Property Taxes and Utility Taxes, which are subject to separate Economic Incentive Agreements by and between the Parties.

G. “**Party**” means the City and Owner, individually, and “**Parties**” means the City and Owner, collectively.

H. “**Property**” means those parcels depicted and legally described in **Exhibit F-1**, along with additional parcels annexed into the City in accordance with the Annexation Agreement, which additional parcels will be incorporated as Property subject to this Agreement upon annexation, and incorporated into **Exhibit F-1**, without the need for further action by the Parties.

I. “**Property Taxes**” means those taxes imposed and collected pursuant to the Property Tax Code, 35 ILCS 200/1-1, *et seq.*

J. “**Rebate**” means the rebate payment to Owner of amounts of money equal to a portion of the Taxes Received that the City is required to make pursuant to this Agreement.

K. “**Sales Taxes**” means those taxes imposed upon sales or purchases under any legal authority including, without limitation, 35 ILCS 105/3; 35 ILCS 110/3, 35 ILCS 115/3, 35 ILCS 120/2, 65 ILCS 5/8-11-1, 65 ILCS 5/8-11-1.3, 65 ILCS 5/8-11-1.4, 65 ILCS 5/8-11-1.5, 65 ILCS 5/8-11-5, 65 ILCS 5/8-11-6, and the Business District Law.

L. “**Tax Cap**” means \$1,250,000.00; provided that, commencing on the January 1 three years after the Effective Date and on each subsequent January 1, the Tax Cap shall increase three percent, compounded annually. By way of illustration, on January 1, 2029, the Tax Cap shall increase to \$1,287,500, and increase again on January 1, 2030 to \$1,326,125.

M. “**Taxes Received**” means an amount of money equal to the Other Taxes that the City receives which is directly attributable (sourced) to the Property under State law.

N. “**Taxes Retained**” means the amount of money equal to the Taxes Received less the Rebate paid by the City to Owner.

O. “**Tax Year**” means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, for 40 full 12-month periods.

P. “**Utility Taxes**” means those taxes imposed upon utilities, or the consumption of utility services, including, without limitation, gas, electricity, water, sewer services, or telecommunications under any legal authority including, without limitation, 65 ILCS 5/8-11-2 and Section 37.70 of the City Code.

SECTION 3. INCENTIVES.

A. **Rebate Calculation.** Beginning on the Commencement Date, and for 40 Tax Years thereafter, the City will pay to Owner a Rebate for each Tax Year equal to 75 percent of any Taxes Received until the Taxes Retained equal the Tax Cap, and the City will pay to Owner all of the Taxes Received during the applicable Tax Year after the Taxes Received exceed the Tax Cap.

B. **Rebate Payments.** The City will pay the applicable Rebate for that particular Tax Year to Owner on a quarterly basis (due on January 31, April 30, July 31, and October 31 of each year). Late payments will accrue interest at one percent per month.

C. **Change in Law.** The City and Owner acknowledge and agree that the City's obligation to pay the Rebate to Owner is predicated on existing State law governing the distribution of the Other Taxes to the City. In the event that the Other Taxes are no longer distributed to the City ("**Change in Law**"), the provisions of this Agreement with regard to the Rebate on or after the effective date of the Change in Law will automatically be amended to require the City to pay Owner an amount equal to the Taxes Received for the portion of the Other Taxes to which the Change in Law applies for any tax replacing the Other Taxes in question, and the City will pay that amount to Owner as the Rebate in accordance with the terms of this Agreement. However, if there is another Change in Law that results in the distribution of the Other Taxes in question to the City, the provisions of this Agreement with regard to the Rebate will automatically be reinstated and will continue through the remainder of the term of this Agreement.

D. **General Obligation.** The City's obligation to pay the Rebate is a general debt and obligation of the City and is a charge against its general credit. Owner may compel the exercise of the taxing power of the City to pay the Rebate, and an execution of claims, demands, causes of action, and judgments may be levied upon or collected from the general credit, general funds, and other property of the City to satisfy any amounts owed to Owner under this Agreement.

SECTION 4. LITIGATION AND DEFENSE OF AGREEMENT.

C. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("**Litigation**"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

D. **Defense.** The City and Owner must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The City and Owner agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 5. TERM.

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of ("**Term**"): (a) the date that is 40 years after the Commencement Date; or (b) all of the Property no longer being annexed in the City; provided, however, that because payments of the Rebate are in arrears, the City's obligation to make Rebate payments earned by, and owed to, Owner will survive the expiration of the Term to the extent that the City has not at that time received the Taxes Received from which the Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by Owner and the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 6. ENFORCEMENT.

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the

performance of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation a reasonable attorney fee, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 6.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("**Time for Cure**"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice. An uncured breach of this Agreement is also a breach of the breaching Party's obligations under the Annexation Agreement.

SECTION 7. NATURE AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party. The Parties further agree that nothing in this Agreement shall be construed in a manner that requires Owner to construct or use the Property for the Project or continually operate the Project.

B. **Assignments.** Owner may freely assign any or all of its obligations, rights, or privileges imposed by, and granted in, this Agreement, in its sole and absolute discretion, without the consent of the City.

SECTION 8. GENERAL PROVISIONS.

A. **Entire Agreement.** Other than the Annexation Agreement and all other agreements entered into between the Parties pursuant to the Annexation Agreement, this Agreement constitutes the entire agreement between the Parties regarding the subject matters hereof and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following addresses:

City of Marseilles
200 Riverfront Dr.
Marseilles, IL 61341
Attention: Mayor

And: City of Marseilles Corporation Counsel
c/o The Cantlin Law Firm
760 E. Etna Road
Ottawa, IL 61350
Attention: Christina Cantlin-VanWiggeren
E-Mail: Christina@CantlinLaw.com

Notices and communications to Owner must be addressed to, and delivered at, the following addresses:

Constellation Energy Group
Attn: Commercial Project Management (Michael Aplington)
4300 Winfield Road
Warrenville, IL 69555
Email: Michael.aplington@constellation.com

And: Constellation Energy Generation LLC
Attention: Legal Department (General Counsel / Real Estate)
1310 Point Street – 8th Floor
Baltimore, Maryland 21231
Email: legalnotices@constellation.com

And: Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, IL 60654
Attention: Benjamin L. Schuster
E-Mail: benjamin.schuster@elrodfriedman.com

D. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings.** The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or Owner.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibit.** Exhibit F-1 is attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor Owner are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the City or Owner to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City’s or Owner’s right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Authority to Execute.** Each Party warrants and represents to the other Party that the persons executing this Agreement on its behalf have been properly authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY:

ATTEST:

CITY OF MARSEILLES

Clerk

Mayor

OWNER:

**CONSTELLATION ENERGY
GENERATION, LLC**, a Pennsylvania
limited liability company

By: _____

Its: _____

STATE OF ILLINOIS)
)
COUNTY OF LASALLE) SS

 This instrument was acknowledged before me on _____, 202_ by
_____, the Mayor of the **CITY OF MARSEILLES**, an Illinois municipal
corporation, and by _____, the City Clerk of said municipal corporation.

 Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of _____, a _____, personally known to me to be the _____ of said corporation, appeared before me this day in person and acknowledged that as such _____, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 202_.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT F-1

DEPICTION AND LEGAL DESCRIPTION OF THE PROPERTY

APN: 29-44-100-000

THE NORTHWEST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-206-000 AND 29-49-207-000

PARCEL 1:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 1 DEGREE 24 MINUTES 18 SECONDS EAST 1200.15 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT, THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS WEST 658.90 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 1 DEGREE 20 MINUTES 32 SECONDS WEST 330.68 FEET ALONG SAID WEST LINE TO A POINT, THENCE NORTH 89 DEGREES 33 MINUTES 06 SECONDS EAST 625.54 FEET TO A POINT, THENCE NORTH 1 DEGREE 24 MINUTES 18 SECONDS WEST 869.48 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 33.01 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, AND EXCEPT THE SOUTH 250 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER;

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL NO. 1 AND 2 AS CONTAINED IN CIRCUIT CASE NO. 96 CH 77 DESCRIBED AS FOLLOWS: THE EAST 33 FEET OF THE SOUTH 500 FEET OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL SITUATED IN LASALLE COUNTY. ILLINOIS.

APN: 29-44-300-000

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-301-000

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-401-000

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

AND

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-49-204-000

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 01 DEGREES 16 MINUTES 47 SECONDS EAST 450.00 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 200.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE SOUTH 89 DEGREES 34 MINUTES 42 SECONDS WEST 300.00 FEET ALONG A LINE PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT; THENCE NORTH 01 DEGREES 16 MINUTES 47 SECONDS WEST 250.00 FEET ALONG A LINE PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33 TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 34 MINUTES 42 SECONDS EAST 600.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-50-100-000 (PT)

PARCEL 1:

THE NORTHWEST 1/4 OF SECTION 34, IN TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART CONVEYED TO THE COUNTY OF LASALLE FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 6, 1970 AS DOCUMENT 565167.

APN: 29-45-202-000

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LASALLE COUNTY, ILLINOIS.

APN: 29-39-303-000

THE EAST 800.00 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH BANK OF THE ILLINOIS RIVER

APN: 29-39-400-008

PARCEL 1:

LOTS 15, 16, 17 AND 18, AND OUT LOTS 4, 5 AND 6 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-200-019

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14, AND OUT LOT 2, EXCEPTING THEREFROM THAT PART OF OUT LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE NORTH 1 DEGREES 34 MINUTES 15 SECONDS WEST 40.1 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 28 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 1 DEGREE 34 MINUTES 15 SECONDS WEST 200.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS EAST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 28; THENCE SOUTH 1 DEGREE 34 MINUTES 25 SECONDS EAST 200 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS WEST 100.00 FEET PARALLEL TO THE SOUTH LINE OF SAID SECTION 20 TO THE POINT OF BEGINNING, AND OUT LOTS 1 AND 3 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-40-300-001

OUT LOT 7 IN FOLYE ACRES, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1995 AS DOCUMENT NUMBER 95-09584; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-44-402-000

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 1°42'06" EAST 600.0 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER

OF SAID SECTION 28; THENCE SOUTH 88°17'54" WEST 27.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 2553RD ROAD, SAID POINT BEING 33.0 FEET WEST OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 3°16'35" WEST 63.58 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET WEST OF SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 499.98 FEET; THENCE NORTHWESTERLY 774.23 FEET ALONG THE SAID WEST RIGHT-OF-WAY LINE, BEING PARALLEL WITH AND 33.0 FEET SOUTHWEST OF SAID CENTERLINE, WHOSE CHORD BEARS NORTH 45°33'07" WEST 699.16 FEET TO THE END OF THE CURVE; THENCE NORTH 88°42'10" WEST 87.54 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ROAD, BEING PARALLEL WITH AND 33.0 FEET SOUTH OF THE CENTERLINE OF NORTH 2553RD ROAD; THENCE NORTH 0°35'15" WEST 39.16 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89°23'45" EAST 600.0 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING, CONTAINING 2.12 ACRES MORE OR LESS, SITUATED IN BROOKFIELD TOWNSHIP, LASALLE COUNTY, ILLINOIS

APN: 29-43-101-000

ALL THAT PART LYING SOUTH OF THE RIVER OF THE NORTHWEST QUARTER OF SECTION 27, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, CURRENTLY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 2045.00 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 11 MINUTES 54 SECONDS EAST 330.00 FEET; THENCE NORTH 66 DEGREES 11 MINUTES 54 SECONDS EAST 370.00 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 18 SECONDS EAST 888.74 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 26 SECONDS EAST 790.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 34 SECONDS EAST 440.00 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 26 SECONDS WEST 912.15 FEET, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 30 MINUTES 30 SECONDS WEST 1715 FEET MORE OR LESS, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER, TO THE SOUTHERLY SIDE OF THE ILLINOIS RIVER; THENCE NORTHWESTERLY 2095 FEET MORE OR LESS, ALONG THE SAID SOUTHERLY SIDE OF THE ILLINOIS RIVER, TO THE NORTH LINE OF THE SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 33 MINUTES 07 SECONDS WEST 844.87 FEET, ALONG THE SAID NORTH LINE OF THE NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 30 MINUTES 29 SECONDS EAST 2642.60 FEET, ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 48 MINUTES 06 SECONDS EAST 595.95 FEET, ALONG THE SAID WEST LINE OF THE SOUTHWEST QUARTER, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 22 MINUTES 53 SECONDS EAST 600.00 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1 DEGREES 25 MINUTES 30

SECONDS EAST 700.00 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 22 MINUTES 53 SECONDS WEST 600.00 FEET PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 1 DEGREES 25 MINUTES 30 SECONDS WEST 700.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-000

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF 2553RD ROAD (EXCEPT FINAL PLAT OF TIMBER EDGE PHASE I) AND (EXCEPT PART DESCRIBED IN DOCUMENT 2011-13036) SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-302-001

PARCEL 2:

LOT 146 IN TIMBER EDGE PHASE I, A RESUBDIVISION OF TIMBER'S EDGE PHASE I (FORMERLY KNOWN AS WILD WOOD ACRES), ACCORDING TO THE CORRECTIVE PLAT THEREOF RECORDED DECEMBER 4, 2000 AS DOCUMENT 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SITUATED IN LASALLE COUNTY, ILLINOIS

APN: 29-43-300-016

OUTLOT 1 IN THE FINAL PLAT OF WILDWOOD ACRES RECORDED 18 JULY, 1995 AS DOC. #95 09585, FORMERLY KNOWN AS THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 33 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 48 MINUTES 06 SECONDS WEST 792.15 FEET, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4, TO THE CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 12 DEGREES 34 MINUTES 56 SECONDS EAST 108.58 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 29 DEGREES 00 MINUTES 05 SECONDS EAST 127.41 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 44 DEGREES 56 MINUTES 45 SECONDS EAST 134.86 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 61 DEGREES 26 MINUTES 48 SECONDS EAST 122.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 81 DEGREES 43 MINUTES 26 SECONDS EAST 261.35 FEET, ALONG SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 87 DEGREES 39 MINUTES 26 SECONDS EAST 219.19, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 86 DEGREES 20 MINUTES 06 SECONDS EAST 135.32 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 79 DEGREES 05 MINUTES 28 SECONDS EAST 296.22 FEET ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 75 DEGREES 19 MINUTES 50 SECONDS EAST 415.26 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 73 DEGREES 21 MINUTES 26 SECONDS EAST 88.58 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 67 DEGREES 18 MINUTES 47 SECONDS EAST 150.90 FEET ALONG THE SAID CENTERLINE OF COUNTY

HIGHWAY ROUTE 36; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST 152.37 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 71 DEGREES 33 MINUTES 00 SECONDS EAST 119.98 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36; THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS EAST 150.20 FEET, ALONG THE SAID CENTERLINE OF COUNTY HIGHWAY ROUTE 36, TO THE SOUTH LINE OF THE SAID SOUTHWEST 1/4, THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 2205.67 FEET, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING, IN THE CITY OF MARSEILLES; SITUATED IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-039 AND 29-43-303-040

PARCEL 1:

LOT 118 AND LOT 119, EXCEPT THE SOUTH 12 FEET OF LOT 119, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-043

PARCEL 3:

LOT 122 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-045

PARCEL 5:

LOT 124 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-046

PARCEL 6:

LOT 123 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-047

PARCEL 7:

LOT 145 AND PART OF LOT 144 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 145; THENCE SOUTH 65 DEGREES 40 MINUTES 27 SECONDS WEST 131.06 FEET ALONG THE NORTH LINE OF SAID LOT 145 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER BEING ON A NON-TANGENT 210.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 50.73 FEET ALONG THE CURVED WEST LINE OF SAID LOTS 145 AND 144 WHOSE CHORD BEARS SOUTH 10 DEGREES 34 MINUTES 08 SECONDS EAST 50.60 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST 112.66 FEET TO THE EAST LINE OF SAID LOT 144; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 101.01 FEET ALONG SAID EAST LINE AND ALONG THE EAST LINE OF SAID LOT 145 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-053 AND 29-43-303-054

PARCEL 9:

LOT 135, EXCEPT THE NORTH 4.59 FEET THEREOF, AND THE NORTH 9.59 FEET OF LOT 134 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

AND

LOT 134, EXCEPT THE NORTH 9.59 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-055 AND 29-43-303-056

PARCEL 10:

LOT 136 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

PARCEL 10A:

THE NORTH 4.59 FEET OF LOT 135 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER

2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-001

PARCEL 12:

LOT 99 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-002

PARCEL 13:

LOT 98, EXCEPT THE SOUTH 3.20 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-032

PARCEL 14:

LOT 53 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-043

PARCEL 15:

LOT 64 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-045

PARCEL 16:

LOT 66 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-054

PARCEL 17:

LOTS 67 AND 68 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-002

PARCEL 18:

LOT 47 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-003

PARCEL 19:

LOT 46 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-004

PARCEL 20:

LOT 45 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-025

PARCEL 21:

LOT 24 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-027

PARCEL 22:

LOT 22 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-028

PARCEL 23:

LOT 21 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-047 AND 29-43-305-048

PARCEL 24:

LOTS 1 AND 2 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-052

PARCEL 26:

LOT 42, AND PART OF LOT 43 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, SAID PART OF LOT 43 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 20.81 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE SOUTH 41 DEGREES 56 MINUTES 10 SECONDS WEST 217.38 FEET TO THE SOUTHWESTERN LINE OF SAID LOT 43, SAID SOUTHWESTERN LINE BEING A NON-TANGENT 125.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 5.49 FEET ALONG SAID CURVED SOUTHWESTERN LINE WHOSE CHORD BEARS SOUTH 46 DEGREES 48 MINUTES 22 SECONDS EAST 5.49 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 42; THENCE NORTH 44 DEGREES 25 MINUTES 29 SECONDS EAST 202.56 FEET ALONG THE NORTHWESTERN LINE OF SAID LOT 42 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-053

PARCEL 27:

LOT 15, AND PART OF LOT 14 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-

14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, AND NORTHWEST CORNER BEING ON A 125.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY 55.36 FEET ALONG THE CURBED WESTERN LINE OF SAID LOT 15 AND LOT 14 WHOSE CHORD BEARS SOUTH 18 DEGREES 36 MINUTES 06 SECONDS WEST 54.91 FEET; THENCE SOUTH 58 DEGREES 42 MINUTES 36 SECONDS EAST 154.25 FEET TO THE EAST LINE OF SAID TIMBER EDGE PHASE I; THENCE NORTH 1 DEGREE 24 MINUTES 27 SECONDS WEST 134.91 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST 111.02 FEET ALONG THE NORTH LINE SAID LOT 15 TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-304-044

PARCEL 28:

LOT 65 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-305-057

PARCEL 29:

LOT 10, EXCEPT THE WEST 18.55 FEET THEREOF, AND LOT 11, EXCEPT THE EAST 12.02 FEET THEREOF, IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.

APN: 29-43-303-003, 29-43-303-004, 29-43-303-005, 29-43-303-006, 29-43-303-007, 29-43-303-008, 29-43-303-009, 29-43-303-013, 29-43-303-014, 29-43-303-015, 29-43-303-016, 29-43-303-017, 29-43-303-058, 29-43-303-023, 29-43-303-024, 29-43-303-025, 29-43-303-026, 29-43-303-030, 29-43-303-031, 29-43-303-032, 29-43-303-033, 29-43-303-034, 29-43-303-035, 29-43-303-036, 29-43-303-037, 29-43-303-038, 29-43-303-048, 29-43-303-049, 29-43-303-051, 29-43-304-053, 29-43-304-004, 29-43-304-005, 29-43-304-006, 29-43-304-007, 29-43-304-008, 29-43-304-009, 29-43-304-010, 29-43-304-011, 29-43-304-012, 29-43-304-013, 29-43-304-014, 29-43-304-015, 29-43-304-016, 29-43-304-017, 29-43-304-018, 29-43-304-019, 29-43-304-020, 29-43-304-021, 29-43-304-022, 29-43-304-023, 29-43-304-024, 29-43-304-027, 29-43-304-028, 29-43-304-029, 29-43-304-030, 29-43-304-031, 29-43-304-033, 29-43-304-034, 29-43-304-035, 29-43-304-036, 29-43-304-037, 29-43-304-038, 29-43-304-039, 29-43-304-040, 29-43-304-041, 29-43-304-042, 29-43-304-048, 29-43-304-049, 29-43-304-050, 29-43-304-051, 29-43-304-052, 29-43-305-001, 29-43-305-005, 29-43-305-008, 29-43-305-009, 29-43-305-010, 29-43-305-011, 29-43-305-012, 29-43-305-013, 29-43-305-014, 29-43-305-015, 29-43-305-016, 29-43-305-017, 29-43-305-018, 29-43-305-019, 29-43-305-020, 29-43-305-021, 29-43-305-022, 29-43-305-023, 29-43-

305-024, 29-43-305-026, 29-43-305-029, 29-43-305-030, 29-43-305-031, 29-43-305-032, 29-43-305-033, 29-43-305-036, 29-43-305-037, 29-43-305-041, 39-43-305-042, 29-43-305-043, 29-43-305-045, 29-43-305-051, 29-43-305-054, 29-43-305-055, 29-43-303-018, 29-43-303-019, 29-43-303-020, 29-43-303-042, 29-43-304-025, 29-43-304-026, 29-43-305-044, 29-43-305-046 AND 29-43-303-059

PARCEL 30:

OUTLOT "D", LOTS 3, 4, 5, 6, 7 AND 8, THE EAST 12.02 FEET OF LOT 11, LOTS 12 AND 13, LOT 14 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED DECEMBER 23, 2002 AS DOCUMENT NUMBER 2002-37023, LOTS 16, 17, 18, 19, 20, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41, LOT 43 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED JANUARY 21, 2002 AS DOCUMENT NUMBER 2002-02243, LOTS 44 , 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96 AND 97, THE SOUTH 3.20 FEET OF LOT 98, LOT 101 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 20, 2003 AS DOCUMENT NUMBER 2003-37797, LOTS 102, 103, 104 AND 105, LOT 106 EXCEPTING THEREFROM THE SOUTH 15.50 FEET, THE SOUTH 1.00 FEET OF LOT 107, LOTS 108, 109, 110, 111, 112, 113, 114, 115, 116 AND 117, SOUTH 12 FEET OF LOT 119, LOTS 121, 126, 127, 128, 129, 130, 131, 132, 133, 137, 138, 139, 140, 141, 142 AND 143, LOT 144 EXCEPTING THEREFROM THAT PART CONVEYED IN TRUSTEES DEED RECORDED OCTOBER 17, 2002 AS DOCUMENT NUMBER 2002-29520 IN TIMBER EDGE PHASE 1, A RESUBDIVISION OF TIMBER'S EDGE PHASE 1, ACCORDING TO THE PLAT THEREOF JUNE 1, 2000 AS DOCUMENT NUMBER 2000-14099, AND RE-RECORDED AS CORRECTIVE FINAL PLAT ON DECEMBER 4, 2000 AS DOCUMENT NUMBER 2000-31322 IN THE LASALLE COUNTY RECORDER'S OFFICE; SITUATED IN THE CITY OF MARSEILLES, IN LASALLE COUNTY, ILLINOIS.



DEPICTION OF EXISISTING ROADWAY AND REPLACEMENT ROADWAY

This is a detailed plat map of a portion of the Illinois River. The map shows various land parcels, roads, and waterways. Key features include:

- Waterways:** The Illinois River is shown flowing through the area, with several smaller tributaries and channels.
- Roads:** Several roads are depicted, including Timber Dr, Boyle Acres Dr, and N 2659th Rd. A prominent red line highlights a specific boundary or road segment.
- Land Parcels:** Numerous land parcels are shown, many of which are labeled with names such as "Timber", "Boyle Acres", and "N 2659th".
- Survey Points:** The map includes numerous survey points, many of which are labeled with elevations (e.g., 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862

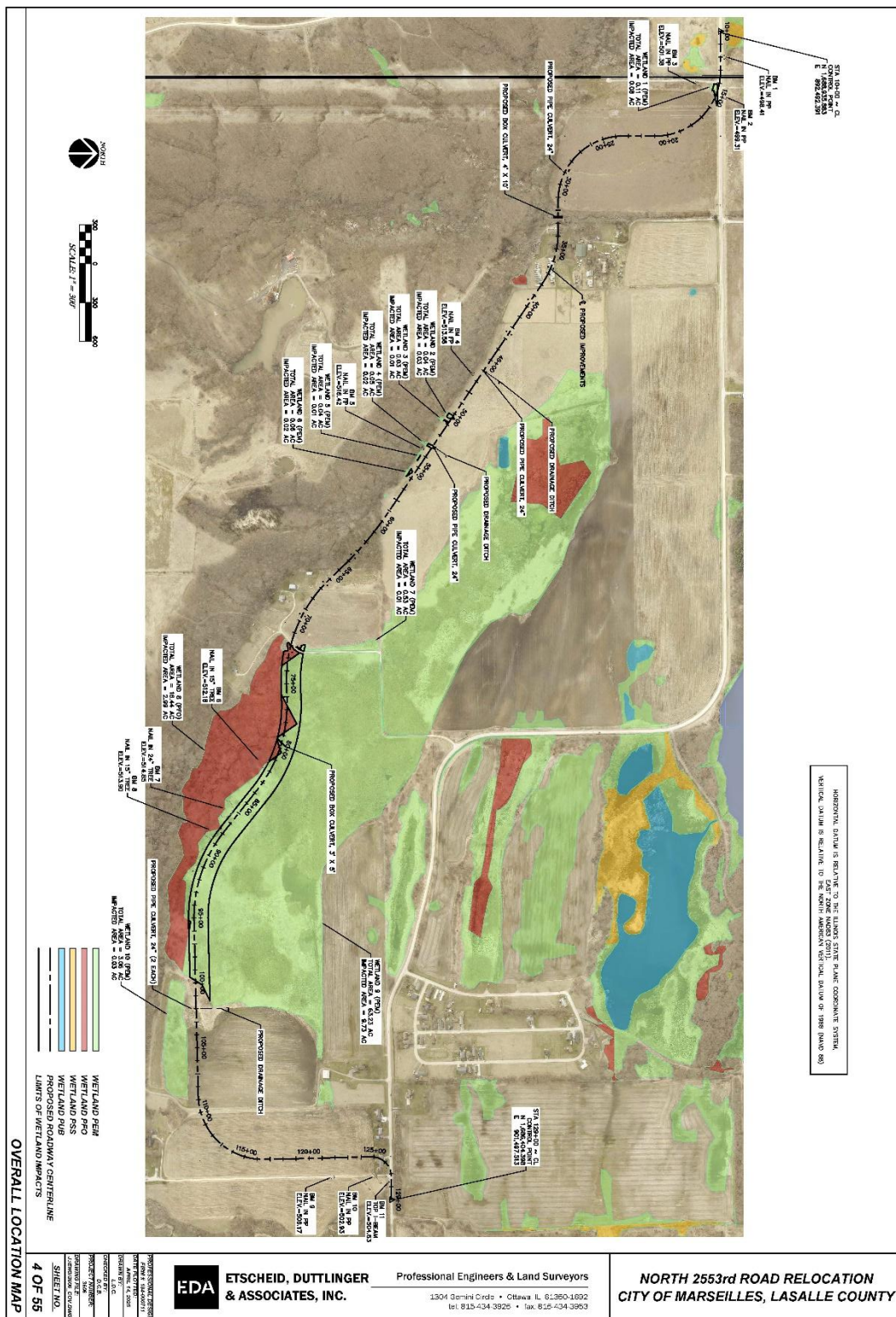


EXHIBIT H

SPECIFICATIONS FOR REPLACEMENT ROADWAY



200 Riverfront Drive
Marseilles, Illinois 61341
Phone: (815) 795-2133 Fax: (815) 795-6600
www.cityofmarseilles.com

Jim Hollenbeck, Mayor

Bobby Kaminski, Accounts & Finance
Melissa Small, Public Health & Safety
Mike Scheib, Streets & Improvements
Jim Buckingham, Public Property & Water

Christina Cantlin, Attorney
Michael Etscheid, Engineer
Dan Lowe, Building/Zoning Inspector
Al Stoudt, Plumbing Inspector

Lesley Hart, City Clerk

Cheryl Gray, Asst. City Clerk/Treasurer

September 23, 2025

RE: North 2553RD Road Design Requirements

The proposed Constellation Annexation will include a portion of North 2553rd Road, extending from about 2,700 feet west of the City of Marseilles Water Tower, and then east for approximately 10,000 feet to the east line of the Timber Edge Subdivision. A possible future annexation may extend the road another 700' to 800' to the East. The current general road alignment is acceptable.

The existing 2553rd Road has a 20' wide Hot Mix Asphalt Surface (HMA) and 4' earth shoulders of each side with open ditches. Pavement borings near the East and west annexation property terminus show a pavement structure between 8" and 8½" of HMA, a 15½" gravel base at the west end, and a 9½" gravel base at the east end.

The Road will need to be widened and improved within the project limits. It is anticipated that the widening will be entirely on the south side of the existing pavement. A minimum pavement width should be 24', and where any turning lane is proposed, the width should be 36'. This will provide width for three (3) 12' wide driving lanes. An 8-foot-wide shoulder should be provided on each side of the pavement with open ditches. The ditches should have a maximum 3:1 foreslope and backslope and provide a 2-foot-wide flat bottom. The minimum ditch depth should be 3-foot from the edge of the shoulder.

The pavement cross slope shall be 1/4" per foot, and the shoulder cross slope shall be ¾" per foot. Super elevation shall be provided for existing curves on 2533rd Road and shall comply with the current Illinois Department of Transportation (IDOT) standards or match the existing.

The pavement design should be based on a projected traffic count of 1,800 vehicles per day, consisting of 88% passenger vehicles (PV), 7% single-unit vehicles (SU), and 5% multi-unit vehicles (MU).

The proposed pavement structure shall consist of a minimum of 7" of HMA over a 12" thick aggregate base unless soil boring requires additional thicknesses. The aggregate base should

extend one foot beyond the edge of the HMA surface on the widened part. Where the widening meets the existing pavement structures, 6" of the existing pavement structures shall be removed to provide a stable joint between the existing and new pavement. The entire new pavement structure shall be placed on a properly compacted earth base with a Geotechnical Fabric for Ground Stabilization placed between the top of the earth base and the bottom of the aggregate base. The HMA pavement structure should consist of 2" HMA Surface Course, IL-9.5, Mix "C" N50 and 5" HMA Binder Course, IL-19.0, N50. The top 2" of the existing road surface shall be removed. The Surface Course should be placed over the HMA Binder Course and the HMA surface of the existing N. 2553rd Road.

The Aggregate Shoulder on each side of the existing and proposed pavement shall be 8' wide. The first 4' from the edge of the pavement shall be Aggregate Shoulder Type B and taper from 7" thick at the pavement edge to 4" thick at the outside edge.

Consideration should also be given to future widening and resurfacing about 9,800ft on N. 2553rd Road from County Highway 30 to the west line of the annexed area, which is about 2,700ft west of the City water tower. The pavement should be widened to 24ft, and the earth shoulders may be earth need not be more than 2ft wide. Also, additional consideration should be given for the future widening and resurfacing of N. 2553rd Road from the east line of the annexed territory east to Route 170, around 8,200 feet.

All references herein are to the latest edition of the Standard Specification for Road and Bridge Construction in Illinois. The pavement design shall be in accordance with Chapter 54 of the BDE Manual and Chapter 54 of the Illinois Department of Transportation.

Prepared by

Michael A. Etscheid, P.E.
City Engineer

