RESOLUTION AUTHORIZING TAX ABATEMENTS FOR SILVESTRI PAVING COMPANY PROPERTY

WHEREAS, Section 18-165 of the Illinois Property Tax Code (35 ILCS 200/18-165) provides that any taxing district may, by a majority vote of its governing authority, order the County Clerk to abate a portion of its taxes pursuant to the limitations stated therein; and

WHEREAS, the Board of Education, **PEOTONE SCHOOL DISTRICT NO. 207-U** has previously entered into an agreement with **SILVESTRI PAVING COMPANY** to provide an abatement of real estate taxes based on certain conditions, which agreement was approved by by a 5-1-1 vote of this Board on February 17, 2021 by this Board, a copy of which is attached herein as Exhibit A; and

WHEREAS, Board of Education, **PEOTONE SCHOOL DISTRICT NO. 207-U** has determined such abatement of taxes to be in the best interests of its citizens in order to encourage a commercial/industrial firm to locate and operate within the District and increase the District's tax base and increase employment opportunities within the District;

NOW, THEREFORE, Be It Resolved by the Board of Education, **PEOTONE SCHOOL DISTRICT NO. 207-U**, Will County, Illinois, as follows:

Section 1. This Board of Education hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does not incorporate the same herein by reference.

Section 2. The County Clerk of Will County is hereby ordered to abate forty percent (40%) of the real estate taxes to be extended to PEOTONE SCHOOL DISTRICT NO. 207-U on the new improvements on the parcel(s) identified as PIN 18-13-18-400-005-0000, for the three consecutive tax levy years 2021, 2022 and 2023, excluding real estate taxes extended for the payment and discharge of principal and interest on bond indebtedness of PEOTONE SCHOOL DISTRICT NO. 207-U, as more particularly described in Exhibit A.

<u>Section 3.</u> This Board reserves the right to hereafter direct the County Clerk not to abate taxes for any of these three years at a time prior to the Clerk's abatement of taxes for that year.

<u>Section 4.</u> The President and Secretary of this Board of Education are hereby authorized and directed to execute this resolution and cause a certified copy of the same to be filed with the County Clerk.

<u>Section 5.</u> This resolution shall be in full force and effect upon its adoption.

Member <u>Uthe</u>	moved adoption of the Resolution, and Member
Moe	seconded it. Upon roll call vote, the Members voted as
follows:	
AYES: (5) Robinson, U	the, Moe, Becker, Bettenhausen
NIANC. (0)	
ABSTAIN:(0)	
ABSENT: (2) Thatcher.	Douglas
ADOPTED THIS <u>19t</u> tDA	Y OF <u>April</u> 2021.
BOARD OF EDUCATION,	
·	NIT SCHOOL DISTRICT 207-U,
WILL COUNTY, ILLINOIS	
By: Tau Pobussi President, Board of Education	<u> </u>

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education, Peotone Community Unit School District 207-U, Will County, Illinois (the "Board"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of a resolution entitled:

RESOLUTION AUTHORIZING TAX ABATEMENTS FOR SILVESTRI PAVING COMPANY PROPERTY

As adopted by the Board at its meeting held on the	ne <u>19t</u> iday of <u>April</u> , 202
--	--

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the School Code of the State of Illinois, as amended, and that the board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITN	NESS WHE	REOF, I here	unto affix my	official si	gnature, this	_19thday of
_April	,2	2021.				

Secretary, Board of Education

EXHIBIT A

AGREEMENT OF INTENT TO ABATE PROPERTY TAXES

WHEREAS, SILVESTRI PAVING COMPANY recently selected a Will County site in Monee for moving their corporate headquarters and has requested incentives from PEOTONE SCHOOL DISTRICT NO. 207-U in the form of real estate tax abatements, pursuant to the provisions of law, 35 ILCS 200/18-165 et seq., and

WHEREAS, PEOTONE SCHOOL DISTRICT NO. 207-U desires to grant certain incentives to SILVESTRI PAVING COMPANY to locate within such boundaries, subject to certain conditions, restrictions and limitations, and

WHEREAS, SILVESTRI PAVING COMPANY has consented to those specified conditions, restrictions and limitations, and

WHEREAS, **PEOTONE SCHOOL DISTRICT NO. 207-U** wishes to effectuate such agreements pursuant to the provisions of Illinois law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. <u>DEFINITIONS</u>

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

1.01 SILVESTRI PAVING COMPANY

11621 S. Mayfield Avenue Alsip, IL 60803

1.02 The County.

Will County, Illinois

1.03 Supervisor of Assessments.

The Supervisor of Assessments of Will County, Illinois, charged with the statutory responsibility of reviewing and revising assessments of real property within the County of Will.

1.04 Township Assessor.

The Assessor of the Township charged with the statutory responsibility of assessing real property within the Township.

1.05 County Clerk.

The Clerk of Will County, Illinois, charged with the responsibility of extending real estate taxes against taxable real property.

1.06 County Recorder.

The Recorder of Deeds of Will County, Illinois, charged with the statutory responsibility of recording deeds, mortgages, liens, and other instruments affecting title to real estate.

1.07 Subject Property.

The real estate, and any subsequent improvements, consisting of the property more particularly described in Exhibit "A".

This legal description may change slightly to reflect the final site plan and building design.

1.08 Permanent Index Number.

The number or numbers assigned to the Subject Property by the Mapping and Platting Department of the County of Will, pursuant to the system for the listing of real estate for purposes of assessment and collection of taxes.

1.09 Assessed Valuation.

The value of the Subject Property as assessed by the Township Assessor and/or as revised by the Supervisor of Assessments and Board of Review.

1.10 Equalized Assessed Valuation.

The equalized assessed valuation (EAV) is the assessed value of real property, equalized by the application of the multiplier established for Townships within the County as established by the Supervisor of Assessments pursuant to 35 ILCS 200/9-75 and 200/9-205 or by the application of the multiplier established for Will County by the Illinois Department of Revenue either as a whole or by Township, pursuant to 35 ILCS 200/17-5 et seq.

For purposes of this Agreement, the EAV of the Subject Property as recorded on the books of the County Clerk shall conclusively be deemed the EAV of the Subject Property, except as set forth in Section 6.13 hereof.

1.11 Abatement.

The reduction of taxes levied against real estate, except that in no event shall the real estate taxes levied and extended on behalf of **PEOTONE SCHOOL DISTRICT NO. 207-U** for the payment and discharge of principal and interest on the bonded indebtedness of **PEOTONE SCHOOL DISTRICT NO. 207-U** is abated.

1.12 Insolvency of Owner.

SILVESTRI PAVING COMPANY's inability to meet its obligations as they become due, SILVESTRI PAVING COMPANY's adjudication as bankrupt, SILVESTRI PAVING COMPANY's general assignment for the benefit of creditors, SILVESTRI PAVING COMPANY's taking the benefit of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for SILVESTRI PAVING COMPANY's property.

1.13 Assessment Complaint.

A complaint filed by a taxpayer with the Will County Board of Review or the Property Tax Appeal Board of the State of Illinois that the real estate has been improperly assessed or is exempt.

1.14 Tax Rate Objections.

A taxpayer's challenge, of the mill rate applied to the Subject Property.

1.15 Residential Improvements.

Real estate improved with a house, an apartment building of not more than six living units, or residential condominium, a residential cooperative or a government-subsidized housing project, if required by statute to be assessed in the lowest assessment category.

1.16 Taxing Districts.

The following collective units of Illinois local government and school districts:

- 1. Forest Preserve District of Will County
- 2. Will County Building Commission
- 3. Green Garden Town Funds
- 4. Green Garden Road Funds
- 5. Peotone School District No. 207-U
- 6. Community College District No. 525
- 7. Frankfort Fire District
- 8. Peotone Public Library
- 9. County of Will

1.17 Owner

SILVESTRI PAVING COMPANY 11621 S. Mayfield Avenue Alsip, IL 60803 Owner of the Subject Property.

Parties
SILVESTRI PAVING COMPANY
Peotone School District No. 207-U

2. Abatement of Taxes.

- 2.01 Subject to the terms of this Agreement, **PEOTONE SCHOOL DISTRICT NO. 207-U** agrees to abate ad valorem real estate taxes extended against the Subject Property as follows:
 - (a) Abatements shall begin in the tax levy year that the project is substantially completed; the Subject property is fully assessed as improved property by the Township Assessor as indicated by the records of the Township Assessor; and SILVESTRI PAVING COMPANY certifies that an occupancy permit has been issued for the improved premises which are the subject of this Agreement. SILVESTRI PAVING COMPANY shall provide Peotone School

District 207-U written notice when all of these conditions exist. However, failure to provide notice shall not extend this agreement beyond the maximum 10-year period allowed by law.

- (b) The amount abated shall be **forty percent (40%)** of real estate tax payable by **SILVESTRI PAVING COMPANY**, attributable to the new improvements, based upon the Equalized Assessed Valuation of the Subject Property, except that in no event shall real estate taxes levied and extended on behalf of **PEOTONE SCHOOL DISTRICT NO. 207-U** for the payment and discharge of principal and interest on the bonded indebtedness of **PEOTONE SCHOOL DISTRICT NO. 207-U** be abated.
- (c) Abatements shall be for a duration of **three** (3) consecutive tax levy years, commencing with the tax levy year to which the first abatement applies.
- (d) In no event shall taxes be abated on the Subject Property for improvements made to that property after commencement of the abatement period as defined in Paragraph 2.01 (a).
- (e) This agreement shall supersede all previous agreements put in place between SILVESTRI PAVING COMPANY and PEOTONE SCHOOL DISTRICT NO. 207-U.
- 2.02 **PEOTONE SCHOOL DISTRICT NO. 207-U** shall, within five (5) days following its adoption, serve upon **SILVESTRI PAVING COMPANY** a copy of the abatement resolution indicating filing with the County Clerk.
- 2.03 This Agreement and abatement resolution shall be certified by the County Clerk of Will County and shall be forwarded to the Supervisor of Assessments, County Clerk of Will County, and Will County Treasurer. Each year during the abatement period, a copy of **PEOTONE SCHOOL DISTRICT NO. 207-U**'s annual certificate of levy shall likewise be distributed.
- 2.04 For the duration of this Agreement, SILVESTRI PAVING COMPANY shall inform the PEOTONE SCHOOL DISTRICT NO. 207-U of any and all changes in the Permanent Index Numbers identifying the Subject Property, within a reasonable time after SILVESTRI PAVING COMPANY is advised by the County of Will of such changed Permanent Index numbers. Peotone School District No. 207-U shall not be held responsible if SILVESTRI PAVING COMPANY's failure to so notify Peotone School District No. 207-U results in a defective abatement for the Subject Property caused by obsolete, incorrect or inaccurate Permanent Index Numbers.
- 2.05 **SILVESTRI PAVING COMPANY** shall provide **PEOTONE SCHOOL DISTRICT NO. 207-U** copies of each of its yearly real estate tax bills when rendered, for the property for purposes of auditing compliance with this Agreement.

3. Prohibited Acts.

- 3.01 Failure of SILVESTRI PAVING COMPANY to pay in full, or cause to be paid in full, all real estate taxes which are extended and billed against the Subject Property. In the event SILVESTRI PAVING COMPANY fails to pay in full such real estate taxes, SILVESTRI PAVING COMPANY shall have the opportunity to cure such failure for a period of 30 days after notice of the failure.
- 3.02 It is understood and agreed by the parties hereto that for a period of time commencing on the date of the Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized, SILVESTRI PAVING COMPANY shall not file tax rate objections or otherwise challenge the rate of taxes levied by and extended by PEOTONE SCHOOL DISTRICT NO. 207-U for the parcels subject to this agreement.

This Section 3.02 does not, by way of limitation, prevent **SILVESTRI PAVING COMPANY** from challenging the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. (See Section 6.13 Below).

4. Cancellation/Recapture of Abatements

- 4.01 The obligation of **PEOTONE SCHOOL DISTRICT NO. 207-U** to abate taxes herein shall be terminated upon the occurrence of any of the following:
 - (a) The insolvency of owner as defined in Section 1.12 of this agreement, but only in the event the insolvency causes the owner to cease operations at the Subject Property;
 - (b) Except as provided in Section 6.14 hereof, the sale of the Subject Property;
 - (c) The construction of residential improvements on the Subject Property, provided, however, that in the event said residential improvements are identified by separate Permanent Index Numbers, the cancellation of the abatement shall apply only to the abatement attributable to those Permanent Index Numbers so identified.
 - (d) On the happening of any of the prohibited acts specified in Section 3 of this Agreement.
- 4.02 In the event that any of the following events occur, abatements previously granted shall be repaid to **PEOTONE SCHOOL DISTRICT NO. 207-U** to the extent the prohibited acts prevent **PEOTONE SCHOOL DISTRICT NO. 207-U** from collecting unabated taxes:

- (a) SILVESTRI PAVING COMPANY files tax rate objections or otherwise challenges the rate of taxes levied by and extended by **PEOTONE SCHOOL DISTRICT NO. 207-U** during a period of time commencing on the date of this Agreement and concluding on December 31 of the year in which the last abatement provided for herein is realized;
- (b) Except as provided in Section 6.14 hereof, if there is an assignment of this Agreement and the Subject Property ceases to be operated as corporate headquarters.
- 4.03 This Agreement and the obligations of **PEOTONE SCHOOL DISTRICT NO. 207-U** hereunder shall terminate in the event that:

The Project is not substantially completed and operational within three (3) years of the date of this Agreement.

4.04 SILVESTRI PAVING COMPANY agrees that the expansion of its corporate headquarters will continue to operate as its corporate headquarters within the boundaries of the taxing district PEOTONE SCHOOL DISTRICT NO. 207-U for a period of not less than twice the period of the abatement and to repay the abatement to PEOTONE SCHOOL DISTRICT NO. 207-U if it fails to comply with this requirement.

Warranties and Representations

SILVESTRI PAVING COMPANY represents and warrants to PEOTONE SCHOOL DISTRICT NO. 207-U as follows:

- 5.01 That SILVESTRI PAVING COMPANY will commence construction, or cause the commencement of construction, before PEOTONE SCHOOL DISTRICT NO. 207-U shall have any further obligation to abate taxes as provided for herein.
- 5.02 That SILVESTRI PAVING COMPANY has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.
- 5.03 That SILVESTRI PAVING COMPANY certifies that the abatement of property taxes is an important ingredient in its decision to locate in the taxing district of PEOTONE SCHOOL DISTRICT NO. 207-U within Will County.
- 5.04 The property tax abatement for the subject property is for the benefit of **SILVESTRI PAVING COMPANY**.
- 5.05 That SILVESTRI PAVING COMPANY certifies that a minimum of 20 jobs for Will County workforce will be created. Failure of this provision shall allow

PEOTONE SCHOOL DISTRICT NO. 207-U to rescind the abatement agreement and/or reevaluate the eligibility provisions for the purpose of adjusting the amount of the abatement percentage and/or the length of time of the abatement.

6. Miscellaneous

- 6.01 Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 6.02 Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
- 6.03 All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.
- 6.04 A copy of this Agreement and any amendment thereto, or a memorandum of this Agreement may be recorded by **Peotone School District No. 207-U**.
- 6.05 The officers of SILVESTRI PAVING COMPANY executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of SILVESTRI PAVING COMPANY. The Superintendent hereby warrants that they have been lawfully authorized by the majority vote of the governing authority of PEOTONE SCHOOL DISTRICT NO. 207-U, the Peotone School District No. 207-UBoard of Education, to execute this Agreement. SILVESTRI PAVING COMPANY and PEOTONE SCHOOL DISTRICT NO. 207-U shall, upon request, deliver to each other copies of all bylaws, resolutions, letters of direction, ordinances, or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- 6.06 This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between SILVESTRI PAVING COMPANY and PEOTONE SCHOOL DISTRICT NO. 207-U relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them, which includes a majority vote of the Peotone School District No. 207-U Board of Education approving such alteration, amendment, change or addition.

- 6.07 This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.
- 6.08 In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Either party may request a meeting with the others to discuss the default or violation, or such meeting shall be held within thirty (30) days after such notice is given, and the parties shall in good faith attempt to resolve the default in a reasonable fashion.
- 6.09 Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to the County to:

PEOTONE SCHOOL DISTRICT NO. 207-U

Attn: Superintendent of Schools 212 West Wilson Street Peotone, IL 60468

and if to (Owner) to:

SILVESTRI PAVING COMPANY 11621 S. Mayfield Avenue Alsip, IL 60803

It shall be the responsibility of each party hereto to notify the other parties, in writing, of a change in address and/or contact person.

- 6.10 In the event a court of competent jurisdiction shall determine that **PEOTONE SCHOOL DISTRICT NO. 207-U** does not have the power to perform any provision set forth in this Agreement, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not effect any of the other provisions contained herein, and such judgment or decree shall relieve **PEOTONE SCHOOL DISTRICT NO. 207-U** only from performance under such invalid provision of this Agreement.
- 6.11 The recitals to this Agreement are hereby incorporated as a part of this Agreement and are hereby declared and found to be true and correct.
- 6.12 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- 6.13 SILVESTRI PAVING COMPANY shall have the right to file an assessment complaint or otherwise challenge the validity of the assessment of the Subject Property by the Township Assessor, Supervisor of Assessments, or Board of Review at any time during the term of this Agreement. In the event such a complaint is filed or other challenge mounted, SILVESTRI PAVING

- COMPANY waives any objections to intervention by **PEOTONE SCHOOL DISTRICT NO. 207-U** in any judicial, administrativeor other proceeding at any time prior to or during such litigation/proceeding.
- SILVESTRI PAVING COMPANY or any subsequent owner, shall not 6.14 assign this Agreement to any person or entity, except SILVESTRI PAVING COMPANY without prior written consent of the governing authority of PEOTONE SCHOOL DISTRICT NO. 207-U, the Peotone School District No. 207-U Board of Education, except for internal assignment among entities with common ownership or the sale or change in ownership of SILVESTRI PAVING COMPANY or its parent corporation, so long as the new owner continues to operate the Subject Property as corporate headquarters. It is the obligation of SILVESTRI PAVING COMPANY to notify PEOTONE SCHOOL DISTRICT NO. 207-U about such internal assignments. No such assignment shall be effective, even if consented to by PEOTONE SCHOOL DISTRICT NO. 207-U, unless and until the Assignee acknowledges in writing to **PEOTONE SCHOOL DISTRICT NO. 207-U** that the obligations of PEOTONE SCHOOL DISTRICT NO. 207-U to SILVESTRI PAVING COMPANY or any Assignee hereunder are contingent upon certain conditions, covenants and the performance of certain obligations as set forth in this Agreement on the part of SILVESTRI PAVING COMPANY which such Assignee will assume.
- 6.15 **SILVESTRI PAVING COMPANY** shall employ, directly or indirectly, at all times during construction covered by this agreement, a minimum of seventy-five percent (75%) local (Will County) labor at the prevailing wage from Will County, Illinois, for construction, from the beginning to the completion of said construction covered by the abatement described herein.
- All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law, or materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provision shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof, except that if the tax abatements granted herein are severed from this Agreement, or otherwise not substantially realizable by SILVESTRI PAVING COMPANY this Agreement shall thereupon terminate.
- 6.17 If any material provision of this Agreement is or becomes materially incompatible with the procedures or requirements of any governmental agency (e.g. Will County Clerk's Office), or is otherwise subject to severance, the parties shall diligently use their reasonable best efforts to negotiate an alternative method of achieving the same result, thereby to preserve the benefits and obligations hereof for all parties hereto.

- 6.18 The total abatement provided by **PEOTONE SCHOOL DISTRICT NO.** 207-U shall not exceed the amount of \$4,000,000.
- 6.19 SILVESTRI PAVING COMPANY'S corporate headquarters referred to herein (the subject property) must be located within the taxing district boundaries of PEOTONE SCHOOL DISTRICT NO. 207-U at all times and if any portion of the subject property is or later becomes located outside such boundaries, then PEOTONE SCHOOL DISTRICT NO. 207-U may terminate this abatement agreement, or at its sole option, reduce the abatement in proportion to the percentage of the subject property that is located within such boundaries.

Member Uthe	moved	adoption	of th	ne Resolution,	and	Member
Bettenhausen seconded i	it. Upon	roll call vo	te, the	members vote	d as fo	ollows:
AYES: (5) Robinson, Uthe, Moe, Bed	cker, B	ettenhaus	en			
NAYS: (1) Douglas						
A DCIDITE AND THE						
ABSENT: (1) Thatcher:						
Adopted this 17thay of February	, 202	1.				
BOARD OF EDUCATION OF PEOTONE COMMUNITY UNIT SCHOOL				SILVE	STRI	(Owner) PAVING
DISTRICT NO. 207-U, WILL AND KANKAKEE COUNTIES, ILLINOIS						
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Tara Robinson			1	Ludi s	-1	~
President			3Y:			
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Secretary		E	SY:			
2/17/2021			ッ	117/21		
DATED			ATED			

EXHIBIT "A"

SITE LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 361.50 FEET OF THE SOUTH 843.50 FEET THEREOF AND EXCEPTING THE NORTH 349.08 FEET, ALL IN WILL COUNTY, ILLINOIS

PIN = 1813184000050000