

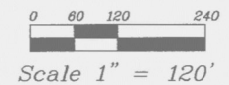
Final Plat of Subdivision

OF  
**PROLOGIS PARK ROCHELLE - UNIT ONE**

BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, THE NORTHWEST QUARTER OF SECTION 32 AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OGLE COUNTY, ILLINOIS.

**LOT AREA SUMMARY**

LOT 1	1,520,344 sq.ft.	or	34.902 acres more or less
LOT 2	720,236 sq.ft.	or	16.534 acres more or less
OUTLOT A	156,193 sq.ft.	or	3.586 acres more or less
OUTLOT B	320,398 sq.ft.	or	7.355 acres more or less
OUTLOT C	160,038 sq.ft.	or	3.899 acres more or less
OUTLOT D	208,346 sq.ft.	or	4.783 acres more or less
CITY ROW RAIL	401,610 sq.ft.	or	9.220 acres more or less
CITY ROW ROAD	87,031 sq.ft.	or	1.998 acres more or less
TOTAL	3,574,196 sq.ft.	or	82.052 acres more or less



**Basis of Bearing:**  
NAD 83 (1997) Illinois State Plane Coordinates West Zone brought up to Project Ground Coordinates.

**Notes:**  
P.O.B. denotes Point of Beginning  
P.O.C. denotes Point of Commencement  
(100.00') denotes record data  
100.00' denotes measured data  
● denotes 1/4" x 30" Iron Rod with cap will be set at all corners unless otherwise noted.  
■ denotes Concrete Monument will be set at corners  
--- denotes Building Setback Line  
- - - denotes Easement Line

**City Easement Provisions**  
Permanent exclusive easements are hereby reserved for and granted to the City of Rochelle (hereinafter the "Grantor"), and to its successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled "City Easement" on this final plat of subdivision, or where otherwise noted in the legend, contained herein, for the purpose of installing, constructing, inspecting, operating, draining, replacing, renewing, offering, amending, removing, repairing, cleaning and maintaining "City facilities" all of which include, but are not limited to, storm sewers, drainage ways, ditches, storm water detention and retention facilities, subsurface drainage systems, sanitary sewer mains, water mains, electric and communications conduits, cables and wires, street light poles, meters and foundations, metering facilities, concrete or asphalt sidewalks or multi-use paths and other appurtenances including any and all manholes, inlets, catch basins, pipes, and sections, utility boxes, connections and without limitation such other installations as the Grantor may deem necessary, together with the right of access across the real estate plotted herein for the necessary personnel, contractors and equipment to do any or all of the above work.

The City of Rochelle shall not be responsible for maintaining the storm water detention/retention facilities shown hereon on the plat or construction plans and all maintenance or improvements shall be the responsibility of the Landowner or Property Owner's Association.

In furtherance of the foregoing affirmative rights, the following covenants shall run with said land in perpetuity:  
No buildings shall be placed on City Easement. No trees, shrubs shall be placed on said City Easement but the premises may be used for minor landscaping and other purposes, as approved by the Grantor, that do not trim or later interfere with the aforesaid rights and uses; there shall be no dredged or embankment fill material placed upon said City Easement, and signs shall not be erected upon the City Easement. The right is also hereby granted to the Grantor to remove any buildings, structures, pavements, sidewalks, fences, signs and to cut down, trim or remove any fences, trees, shrubs, plants, and other vegetation or landscaping that interferes with the operation, installation, maintenance or access to such "City facilities" in, upon, across, over, under and through said City Easement.

The Grantor shall not be responsible for replacement of any such buildings, structures, pavements, or sidewalks, fences, signs, trees, shrubs, plants, and other vegetation or landscaping removed or trimmed during exercise of the herein given and described rights. Replacement of items so removed or trimmed shall be the responsibility of the then property owner.

Notwithstanding the foregoing, the City acknowledges and agrees that landowner shall have the right to install and maintain pavement and drive aisles over and across portions of the City Easement for access, ingress and egress to and from the property to public and private right-of-ways adjacent thereto, subject to the landowner's obligation to repair or replace any damages to such improvements caused by the City in the exercise of its rights hereunder.

**Drainage Easement Provisions**  
Permanent exclusive easements are hereby reserved for and granted to the City of Rochelle and the owner of lots 1 and 2, (hereinafter the "Grantor"), and to their respective successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled "Drainage Easement" on this final plat of subdivision, or where otherwise noted in the legend, contained herein, for the purpose of installing, constructing, inspecting, operating, draining, replacing, renewing, offering, amending, removing, repairing, cleaning and maintaining "storm water management facilities" all of which include, but are not limited to, storm sewers, drainage ways, ditches, storm water detention and retention facilities, subsurface drainage systems, and other appurtenances including any and all manholes, inlets, catch basins, pipes, and sections, utility boxes, connections and without limitation such other installations as the Grantor may deem necessary, together with the right of access across the real estate plotted herein for the necessary personnel, contractors and equipment to do any or all of the above work.

The City of Rochelle shall not be responsible for maintaining the "storm water management facilities" shown hereon on the plat or construction plans and all maintenance or improvements shall be the responsibility of the Landowner or Property Owner's Association.

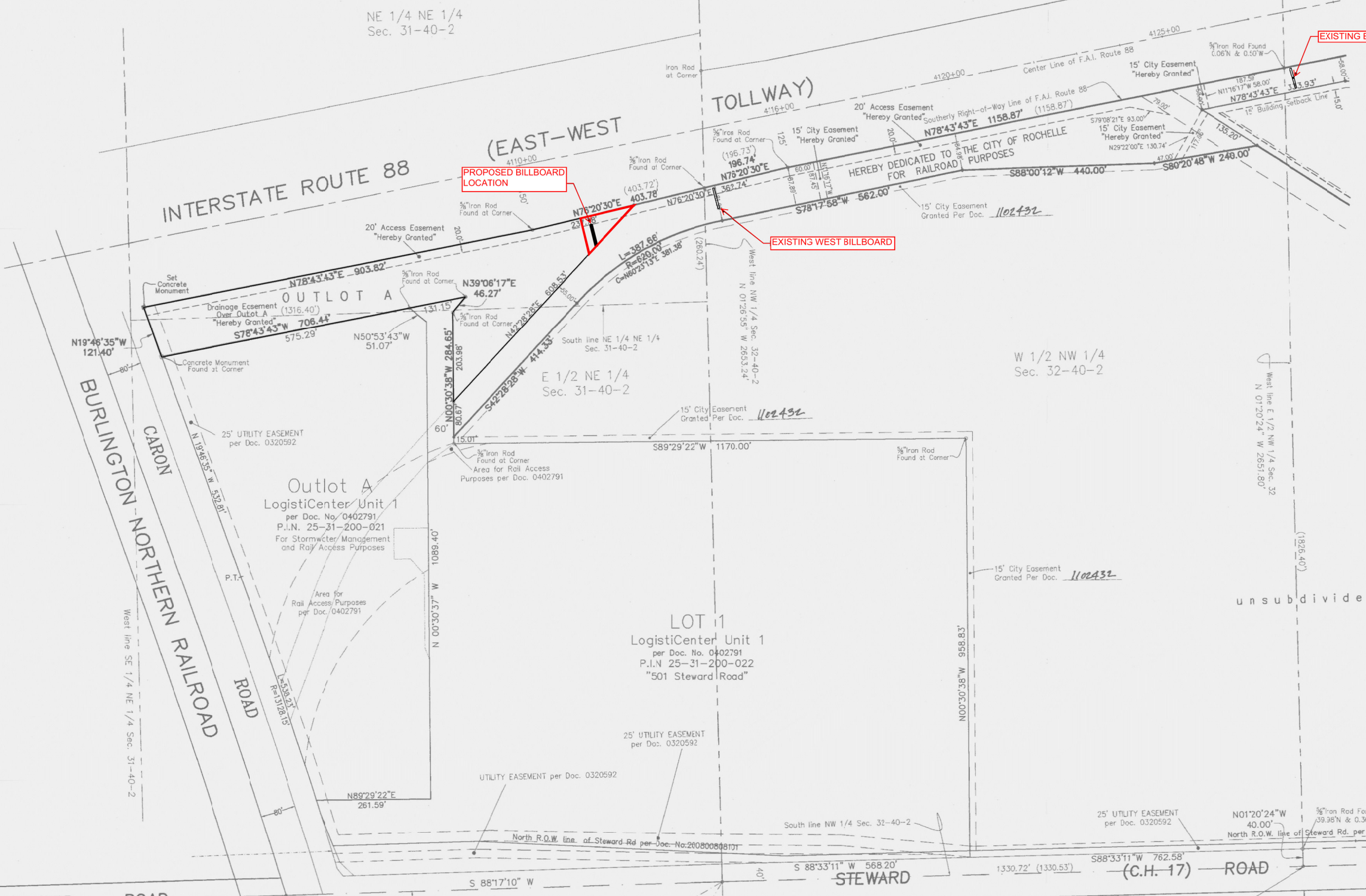
In furtherance of the foregoing affirmative rights, the following covenants shall run with said land in perpetuity:  
No buildings shall be placed on Drainage Easements. No trees, shrubs shall be placed on said Drainage Easements but the premises may be used for minor landscaping and other purposes, as approved by the Grantor, that do not trim or later interfere with the aforesaid rights and uses; there shall be no dredged or embankment fill material placed upon said City Easements, and fences (excluding the northeast corner of Lot 1 Prologis Park Rochelle - Unit One) and signs shall not be erected upon the Drainage Easements. The right is also hereby granted to the Grantor to remove any buildings, structures, pavements, sidewalks, fences, signs and to cut down, trim or remove any fences, trees, shrubs, plants, and other vegetation or landscaping that interferes with the operation, installation, maintenance or access to such "storm water management facilities" in, upon, across, over, under and through said Drainage Easements.

The Grantor shall not be responsible for replacement of any such buildings, structures, pavements, or sidewalks, fences, signs, trees, shrubs, plants, and other vegetation or landscaping removed or trimmed during exercise of the herein given and described rights. Replacement of items so removed or trimmed shall be the responsibility of the then property owner.

Notwithstanding, the owner of the lot may of their own expense construct, maintain, and utilize a driveway access and associated appurtenances across the drainage easement from across to and from the southeast corner of Lot 1 of Prologis Park Rochelle - Unit One. The owner may also construct a rail track across the Drainage/City Easement on the Northeast corner of Lot 1 of Prologis Park Rochelle - Unit One.

**Access Easement Provisions**  
An easement of access, ingress and egress from the east line of Outlot A to the easting of Prologis North America, Inc. Pipeline Easement is hereby granted to BP, Prologis Land LLC, the City of Rochelle, and their successors and assigns, upon, across and through the area shown by dashed lines and labeled "Access Easement" on this final plat of subdivision.

Survey No.:	E 1 2 9 e
Ordered By:	PROLOGIS
Description:	PROLOGIS PARK ROCHELLE - UNIT ONE Plat of Subdivision
Date Prepared:	March 1, 2011
Scale:	1" = 120'
Field Work:	NA
Prepared By:	CM



**JACOB & HEFNER ASSOCIATES, INC.**  
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