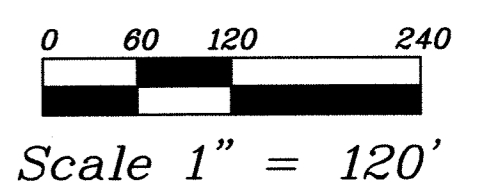




# Final Plat of Subdivision OF PROLOGIS PARK ROCHELLE - UNIT ONE

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 3" 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 "Grantee"), 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, altering, enlarging, 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, fixtures 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 Grantee may deem necessary, together with the right of access across the real estate platted hereon 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 Easements but the premises may be used for minor landscaping and other purposes, as approved by the Grantee, that do not then 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 Grantee 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 interfere with the operation, installation, maintenance or access to such "City facilities" in, upon, across, over, under and through said City Easement.

The Grantee 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 "Grantee"), 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, altering, enlarging, 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 Grantee may deem necessary, together with the right of access across the real estate platted hereon 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 Grantee, that do not then 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 Grantee 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 interfere with the operation, installation, maintenance or access to such "storm water management facilities", in, upon, across, over, under and through said Drainage Easement.

The Grantee 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 at their own expense construct, maintain, and utilize a driveway access and associated appurtenances across the drainage easement from outlot D to outlot C through 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 west line of Outlot A to the existing BP Products North America, Inc. Pipeline Easement is hereby granted to BP Products North America, Inc., 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.

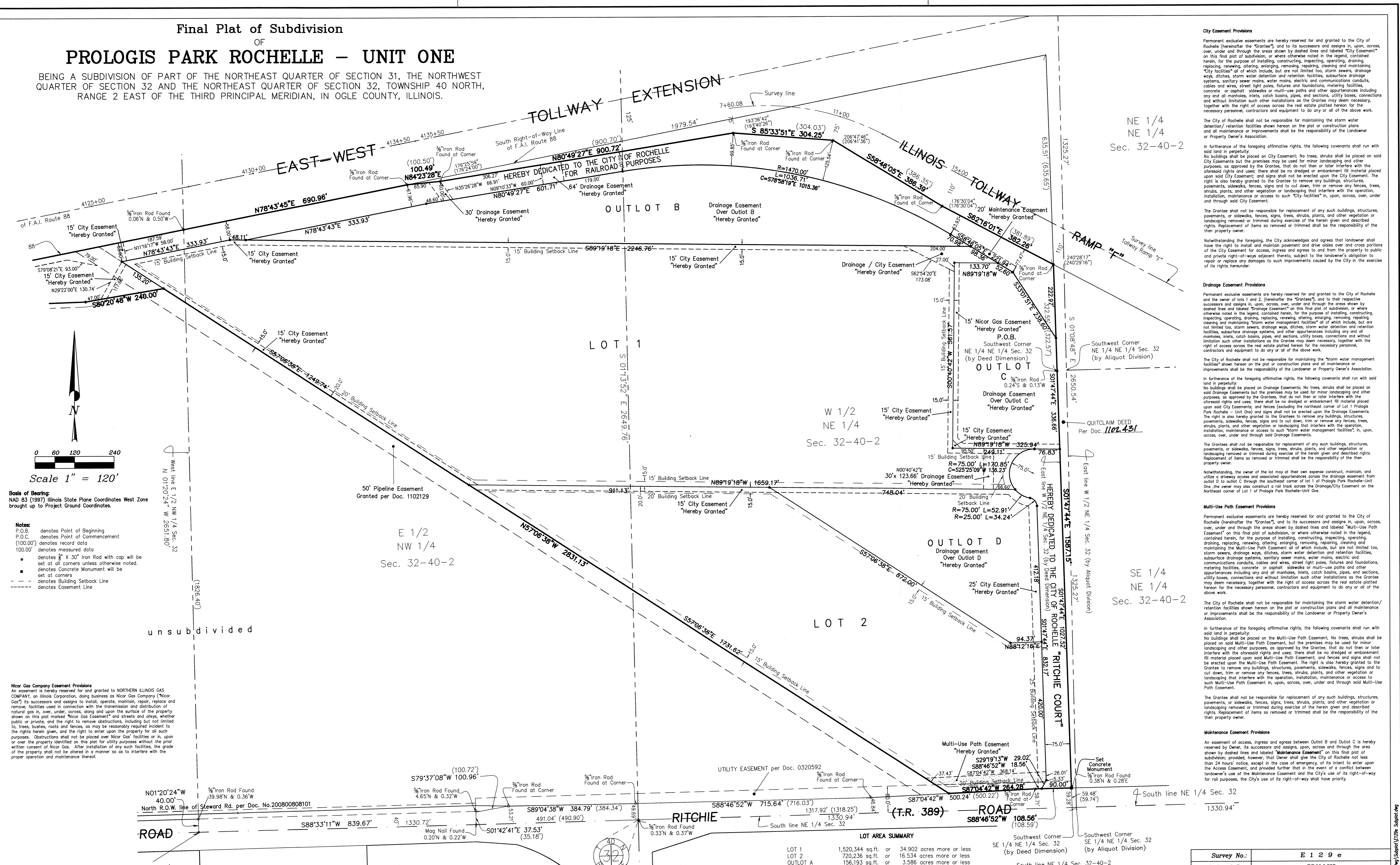
Survey No.:	E 1 2 9 e
Ordered By.:	PROLOGIS
Description:	PROLOGIS PARK ROCHELLE - UNIT ONE Plat of Subdivision
Date Prepared:	March 1, 2011
Scale:	1" = 120'
Field Work:	NA
Prepared By:	CM

**JACOB & HEFNER ASSOCIATES, INC.**  
ENGINEERS - SURVEYORS  
1901 S. Meyers Road, Suite 180  
Oakbrook Terrace, IL 60181  
(630) 652-4600 FAX (630) 652-4601  
ILLINOIS PROFESSIONAL DESIGN FIRM  
LICENSE NO. 164-009073 EXP. 4/30/11

PL 11-129 E129e-D (Part) Subplat E129e-Subplat-Any

# 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.



**Notes:**  
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 • denotes 3" 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

**Nicor Gas Company Easement Provisions**  
 An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, an Illinois Corporation, doing business as Nicor Gas Company ("Nicor Gas") its successors and assigns to install, operate, maintain, repair, replace and remove facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Nicor Gas Easement" and streets and alleys, whether public or private, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over "Nicor Gas" facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Nicor Gas. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

**JACOB & HEFNER ASSOCIATES, INC.**  
 ENGINEERS SURVEYORS  
 1901 S. Meyers Road, Suite 100  
 Oakbrook Terrace, IL 60181  
 (630) 652-4600 FAX (630) 652-4801  
 ILLINOIS PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003073 EXP. 4/30/11

**LOT AREA SUMMARY**

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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 Grantee, that do not then 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 Grantee 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 interfere with the operation, installation, maintenance or access to such "City facilities" in, upon, across, over, under and through said City Easement.

The Grantee 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 cross portions of the City Easement for access, ingress and egress to and from the property to public and private right-of-way through the southeast corner of Lot 1 Prologis Park Rochelle - Unit One and signs shall not be erected upon the Drainage Easement. The right is also hereby granted to the Grantee 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 interfere with the operation, installation, maintenance or access to such "storm water management facilities" in, upon, across, over, under and through said Drainage Easement.

**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 "Grantee"), 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, altering, enlarging, 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, sanitary sewer mains, water mains, electric and communications conduits, cables and wires, street light poles, fixtures and foundations, metering facilities, concrete or asphalt sidewalks or multi-use paths and other appurtenances including any and all manholes, inlets, catch basins, pipes, end sections, utility boxes, connections and without limitation such other installations as the Grantee may deem necessary, together with the right of access across the real estate platted 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 Grantee, that do not then 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 Drainage Easement. The right is also hereby granted to the Grantee 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 interfere with the operation, installation, maintenance or access to such "storm water management facilities" in, upon, across, over, under and through said Drainage Easement.

**Multi-Use Path Easement Provisions**  
 Permanent exclusive easements are hereby reserved for and granted to the City of Rochelle (hereinafter the "Grantee"), and to its successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled "Multi-Use Path 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, altering, enlarging, removing, repairing, cleaning and maintaining the Multi-Use Path Easement 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, fixtures and foundations, metering facilities, concrete or asphalt sidewalks or multi-use paths and other appurtenances including any and all manholes, inlets, catch basins, pipes, end sections, utility boxes, connections and without limitation such other installations as the Grantee may deem necessary, together with the right of access across the real estate platted 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 the Multi-Use Path Easement; No trees, shrubs shall be placed on said Multi-Use Path Easement but the premises may be used for minor landscaping and other purposes, as approved by the Grantee, that do not then or later interfere with the aforesaid rights and uses; there shall be no dredged or embankment fill material placed upon said Multi-Use Path Easement; and fences and signs shall not be erected upon the Multi-Use Path Easement. The right is also hereby granted to the Grantee 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 interfere with the operation, installation, maintenance or access to such Multi-Use Path Easement in, upon, across, over, under and through said Multi-Use Path Easement.

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

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.

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSE OF RECORDING BY:

(Print Name/Corp./Village)
(Address)
(City/Town) (State) (Zip)

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS
Filed for record this 8th day of April 2011 at 2:54 PM o'clock
in Book E of Plats, Page 1 and examined. Microfilm
Number 1102433, Document Number 1102433

Rebecca Huntley
County Recorder

COUNTY CLERK TAX CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS
I, Rebecca Huntley, County Clerk of Ogle County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid forfeited taxes and no redeemable tax sales against any of the land included in the Final Plat of Subdivision.

I further certify that I have received all statutory fees in connection with the annexed plat.
Given under my hand and seal at Oregon, Illinois,
this 8 day of April 2011.
By: Rebecca Huntley
County Clerk



SCHOOL DISTRICT STATEMENT

Pursuant to Section 1.005 of the Plat Act, (765 ILCS 205/1.005) this Document shall serve as the School District Statement. To the best of the owner's knowledge the School District(s) in which the tract of land herein described, is in the following School District(s):

ROCHELLE SCHOOL DISTRICT 212
1401 FLAGG ROAD, ROCHELLE, IL 61068
ROCHELLE SCHOOL DISTRICT 231
444 NORTH 8TH STREET, ROCHELLE, IL 61068

John R. Rizzo
(Owners Name please print) Prologis Land LLC

Declaration of Covenants, Conditions, Restrictions and Easements for Prologis Park Rochelle-Unit One are recorded separately as:

Document 200900904525, Dated APRIL 16, 2009

OWNERS CERTIFICATE

STATE OF Colorado )
CITY OF Denver ) SS
We, Prologis Land LLC, Owners certify the lands there represented on the plat hereon, do certify that the said plat was prepared at our request and under our direction by David S. Rizzuto, Registered Land Surveyor for the firm of David S. Rizzuto & Associates, Inc. After said lands were duly surveyed by said surveyor, the corners of said lots were marked by substantial iron pins. The parts of the said lands described as streets are hereby dedicated to the City of Rochelle, for use as streets by the public in accordance with the laws of the State of Illinois, governing and controlling the dedication of and uses of ordinance adopted by the City of Rochelle, State of Illinois and those described as follows:

Dated this 25 day of March, 2011.

OWNER ADDRESS:
4545 Airport Way
Denver CO 80239

CERTIFICATE OF NOTARY

STATE OF Colorado )
COUNTY OF Denver ) SS

I, Tanya M. Young, a notary public, in and for said County, in the state aforesaid, a notary public, do hereby and certify that John R. Rizzo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the Final Plat of Subdivision as their own free and voluntary act for the uses and purposes therein set forth.

Given under my Hand and Notary Seal this 25 day of March, 2011.

Tanya M. Young
NOTARY PUBLIC



(Seal)

My Commission Expires On: 12-19-2011

CERTIFICATE OF PLAN COMMISSION

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS

We, the undersigned members of the Planning Commission of the City of Rochelle, do hereby approve the Plat of Subdivision to the City of Rochelle as set forth above and hereon.

Given under our hands and seals this 7 day of March, 2011.

John Probst
President

Brian W. King
Secretary

CITY COUNCIL ACCEPTANCE RESOLUTION

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS

Whereas, Owners of the land shown hereon have caused same to be subdivided and platted as shown and, Whereas, the said land lies within the Corporate Limits of the City of Rochelle, Ogle County, Illinois.

Now, Therefore, be it resolved by the City Council of the City of Rochelle that the plat hereon be accepted and approved subject to the provisions of all applicable Ordinances of the City of Rochelle.

Passed this 28 day of March, 2011.

Brian W. King
City Clerk

Chet Olson
Mayor

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS

I, John H. Cottman, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

Dated this 8th day of April, 2011.

John H. Cottman
Collector of Special Assessments

CERTIFICATE OF NOTARY

STATE OF Colorado )
COUNTY OF Denver ) SS

I, Tanya M. Young, a notary public, in and for said County, in the state aforesaid, a notary public, do hereby and certify that John R. Rizzo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the Final Plat of Subdivision as their own free and voluntary act for the uses and purposes therein set forth.

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Tanya M. Young
NOTARY PUBLIC



(Seal)

My Commission Expires On: 12-19-2011

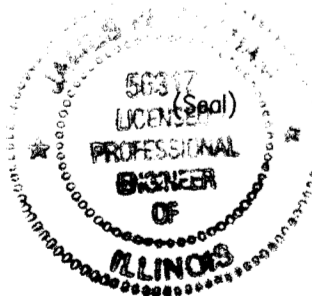
ENGINEER AND OWNERS DRAINAGE CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS

Pursuant to 765 ILCS 205/2, we hereby certify that to the best of our knowledge and belief, the drainage of surface water will not be changed by construction of this subdivision or any part thereof, or that if such surface water drainage will be changed, adequate provision has been made for the collection and diversion of such water into water retention areas, public use areas, or drains which the subdivider has the right to use, and that such surface waters will not be deposited on the property of adjoining lands in such concentrations as may cause damage to the adjoining property because of the construction of the subdivision.

Dated this 25 day of MARCH, 2011.

James W. Pater
Registered Professional Engineer



Owner of Attorney

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS

I, Brandy C. Williams, do hereby certify that the required improvements have been installed, or the guarantee for completion required by Section 66-52 of the Rochelle Municipal Code has been posted or waived by the City in the amendment to annexation agreement approved by the City Council pursuant to ordinance 11-4029, adopted March 28, 2011, and that the surety required by said amendment to annexation agreement has been posted.

Dated this 8th day of April, 2011.

Brandy C. Williams
City Engineer

Brandy Williams
Fehr-Graham & Associates LLC
Professional Design Firm #184003525
License Number 062-058442

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS - SURVEYORS
1901 S. Meyers Road, Suite 180
Oakbrook Terrace, IL 60181
(630) 652-4600 FAX (630) 652-4601
ILLINOIS PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-003073 EXP. 4/30/11

Table with 2 columns: Survey No., Ordered By, Description, Date Prepared, Scale. Values include E 1 2 9 e, PROLOGIS, PROLOGIS PARK ROCHELLE - UNIT ONE Plat of Subdivision, March 1, 2011, 1" = NA.