

950 WEST WILSON SUBDIVISION

A SUBDIVISION OF THAT PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.

2022K041948

Sandy Wegman
RECORDER - KANE COUNTY, IL

RECORDED: 8/19/2022 10:34 AM
REC FEE: 80.00
PAGES: 1

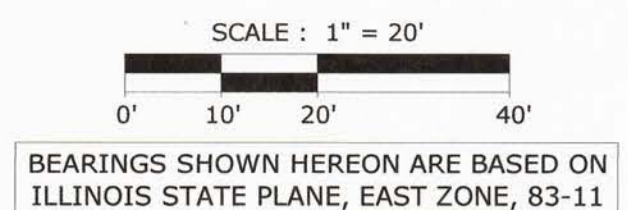
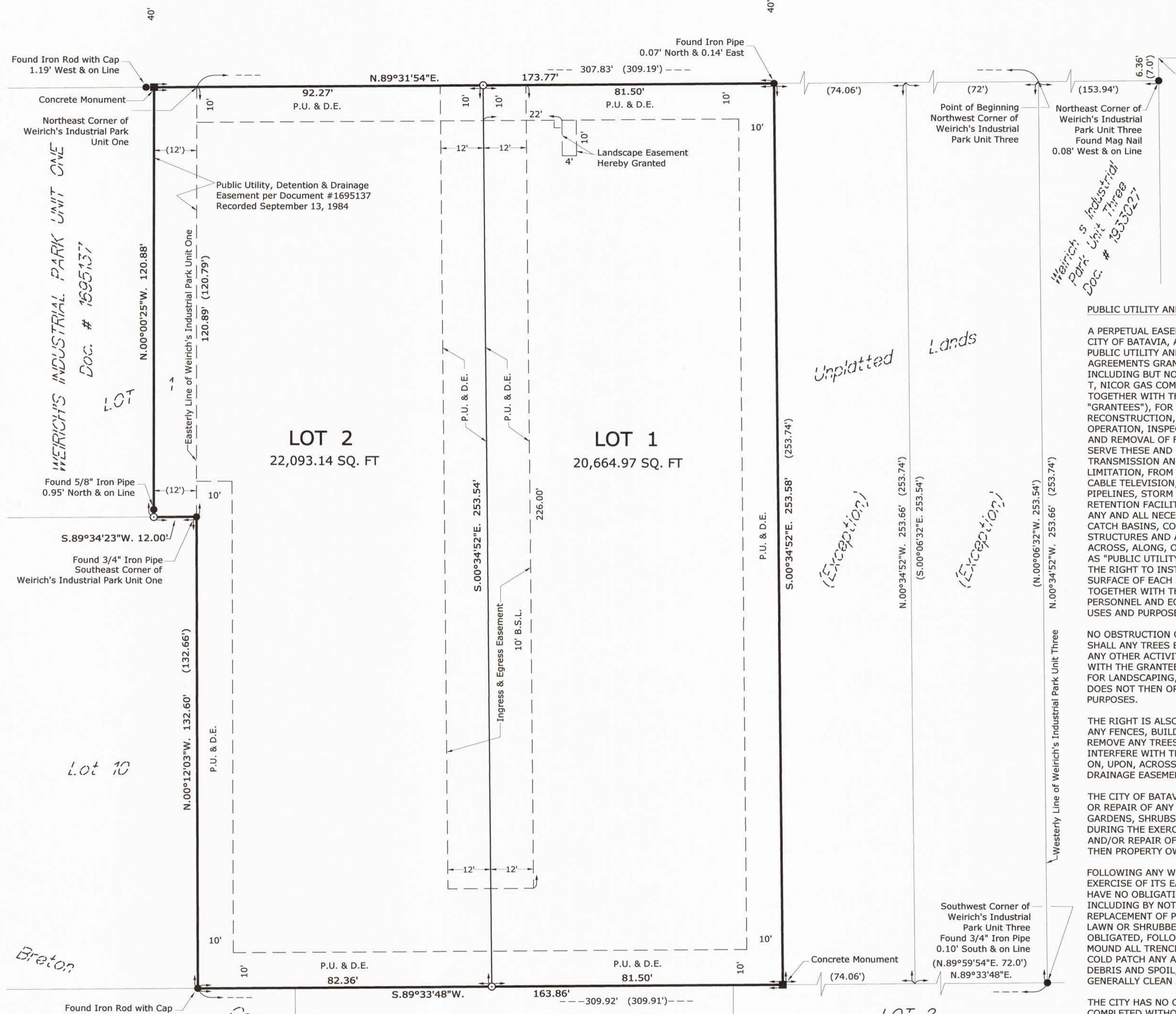
AREA TABLE (MORE OR LESS)	
Lot 1 =	20,664.97 Square Feet
Lot 2 =	22,093.14 Square Feet
TOTAL AREA OF SUBDIVISION	
42,758.11 SQ. FT. OR 0.981 ACRES	

PARCEL INDEX NUMBER
12-21-251-161

950 W. WILSON STREET
BATAVIA, ILLINOIS 60510

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
Scott Bueving
(PRINT NAME)
100 N. Erling Av.
(ADDRESS)
Batavia, IL 60510
(CITY/TOWN) (STATE) (ZIP CODE)

Wilson Street



Point of Commencement
Northwest Corner of Lot 1,
Unit No. 1 Weirich's Subdivision

LOT 1
Unit No. 1 Weirich's Subdivision
Doc. # 759552

Point of Beginning
Northwest Corner of Weirich's Industrial Park Unit Three

Point of Beginning
Northeast Corner of Weirich's Industrial Park Unit Three

PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.E.) PROVISIONS:

A PERPETUAL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BATAVIA, AN ILLINOIS MUNICIPAL CORPORATION, AND THOSE PUBLIC UTILITY AND OTHER COMPANIES OPERATING UNDER FRANCHISE AGREEMENTS GRANTING THEM RIGHTS FROM THE CITY OF BATAVIA, INCLUDING BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AT & T, NICOR GAS COMPANY, AND COMCAST CABLE COMMUNICATION, INC., TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "GRANTEES"), FOR THE INSTALLATION, MODIFICATION, CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, ALTERATION, ENLARGEMENT, OPERATION, INSPECTION, REPAIR, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF FACILITIES, IMPROVEMENTS AND APPURTENANCES TO SERVE THESE AND OTHER LANDS WITH VARIOUS PUBLIC UTILITIES TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING WITHOUT LIMITATION, FROM TIME TO TIME, ELECTRICITY, SOUNDS AND SIGNALS, CABLE TELEVISION, COMMUNICATION, TELEPHONE, GAS PIPELINES, WATER PIPELINES, STORM AND SANITARY SEWERS, STORM WATER DETENTION AND RETENTION FACILITIES, AND STORM WATER DRAINAGE, TOGETHER WITH ANY AND ALL NECESSARY LINES, CABLES, MAINS, MANHOLES, HYDRANTS, CATCH BASINS, CONNECTIONS, PIPES, APPLICANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, IN, ACROSS, ALONG, OVER, UNDER, AND UPON THE AREAS HEREON IDENTIFIED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" (P.U.D.E.); TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON; AND TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTY WITH SUCH PERSONNEL AND EQUIPMENT AS MAY BE DEEMED NECESSARY FOR ALL SUCH USES AND PURPOSES.

NO OBSTRUCTION OR STRUCTURE SHALL BE ERRECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED, OVER SAID EASEMENT AREAS, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT UNREASONABLY INTERFERE WITH THE GRANTEES' INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.

THE RIGHT IS ALSO HEREBY GRANTED TO THE CITY OF BATAVIA TO REMOVE ANY FENCES, BUILDINGS OR STRUCTURES AND TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OF OR ACCESS TO SUCH FACILITIES IN, ON, UPON, ACROSS, UNDER OR THROUGH SAID PUBLIC UTILITY AND DRAINAGE EASEMENT.

THE CITY OF BATAVIA SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH FENCES, BUILDINGS, STRUCTURES, TREES, TURF, GARDENS, SHRUBS, LANDSCAPING, OR OTHER IMPROVEMENTS REMOVED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS. REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE THEN PROPERTY OWNER.

FOLLOWING ANY WORK TO BE PERFORMED BY THE CITY OF BATAVIA IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, FENCES, SHEDS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

THE CITY HAS NO OBLIGATION TO REPAIR ANY IMPROVEMENTS THAT WERE COMPLETED WITHOUT OBTAINING THE NECESSARY PERMITS PRIOR TO INSTALLATION.

THE OCCUPATION AND USE OF THE PERPETUAL EASEMENT HEREIN GRANTED AND RESERVED FOR THE GRANTEES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE GRANTEES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND/OR DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RE-CROSSED.

WHERE THE EASEMENT AREAS ARE ALSO USED FOR ELECTRIC, TELEPHONE, CABLE TV, GAS DISTRIBUTION SYSTEMS OR THEIR APPURTENANCES, SUCH OTHER UTILITY INSTALLATIONS SHALL NOT INTERFERE WITH THE MAINTENANCE OF GRAVITY OR SUBSURFACE FLOW AND STABILIZATION OF VEGETATIVE GROUND COVER ON THE ABOVE-MENTIONED DRAINAGE FACILITIES, OR CAUSE ANY CHANGE IN GRADE, OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS OF THE PROPERTY.

LANDSCAPE EASEMENT PROVISIONS:

THE GRANTOR GRANTS AND COVEYS UNTO THE OWNER OF LOT 2 AND THEIR SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE PERMANENT EASEMENT FOR LANDSCAPING AMONG OTHER PURPOSES OVER THE AREA MARKED "LANDSCAPE EASEMENT" ON THE PLAT WHICH INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, THE RIGHT TO USE THE LANDSCAPE EASEMENT FOR ANY PRESENT OR FUTURE LANDSCAPE PURPOSE OR ANY PURPOSE ASSOCIATED WITH OR APPURTENANT TO THE USE OF THE LANDSCAPE EASEMENT FOR LANDSCAPING, LANDSCAPE PURPOSE AS USED HEREIN INCLUDES BUT NOT NECESSARILY LIMITED TO ORGANIC MATERIAL, BIOSWALES, SCREEN WALLS, FENCES 3 FEET HIGH OR LESS, TRAFFIC CONTROL SIGNS, MONUMENT SIGNS AND PAVEMENT FOR VEHICLES AND PEDESTRIAN CROSS-ACCESS OR IN ANY WAY ASSOCIATED WITH OR APPURTENANT TO LANDSCAPE MAINTENANCE WITH THE LANDSCAPE EASEMENT.

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

JKLM LAND DEVELOPMENT LLC & JOHN WAZIO JR., MEMORIE AN JAMES H. GARVIN JR SOLE MEMORISES, ARE THE OWNERS OF PORTIONS OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, AND THEY HAVE IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN. THE UNDERSIGNED, OWNER OF THE PROPERTY DESCRIBED AS PLAT OF 950 WEST WILSON SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME LIES WITHIN THE BOUNDARIES OF BATAVIA SCHOOL DISTRICT 101. DATED THIS 4th DAY OF August, A.D., 2022.

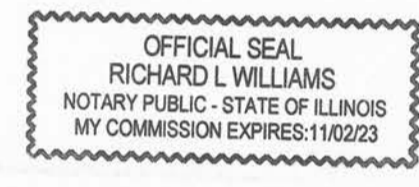
ADDRESS: 950 W WILSON STREET, BATAVIA, ILLINOIS 60510
OWNER: John Wazio Jr. DATE: 8/14/2022
OWNER: James H. Garvin DATE: 8-4-22
OWNER: _____ DATE: _____
OWNER: _____ DATE: _____

NOTARY PUBLIC

STATE OF ILLINOIS } SS
COUNTY OF KANE }

I, RICHARD L WILLIAMS, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT John Wazio Jr. AND JAMES H. GARVIN WHO, ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/IT DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 4th DAY OF August, A.D., 2022.

Richard L Williams
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/02/23



CITY COUNCIL

STATE OF ILLINOIS } SS
COUNTY OF KANE }

MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA, ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF Subdivision ATTACHED HERETO BY RESOLUTION NO. 22-076-R, DULY AUTHENTICATED AND PASSED THIS 18th DAY OF July, A.D., 2022.

MAJOR: *Jeffery D. Schulte*
CITY CLERK: *[Signature]*

PLAN COMMISSION

STATE OF ILLINOIS } SS
COUNTY OF KANE }

I, Thomas Costello, CHAIRMAN OF THE PLAN COMMISSION OF THE CITY OF BATAVIA, ILLINOIS, HEREBY CERTIFY THAT THE SAID COMMISSION HAS DULY APPROVED THIS PLAT OF Subdivision ATTACHED HERETO ON THIS 6th DAY OF July, A.D., 2022.

CHAIRMAN: *[Signature]*

PUBLIC ACCESS EASEMENT PROVISIONS

A PERPETUAL, NONEXCLUSIVE ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS SHOWN HEREON AND TO THEIR SUCCESSORS, ASSIGNS, TENANTS, LICENSEES, INVITEES, AND EMPLOYEES ON, OVER, THROUGH, ALONG AND ACROSS ALL OF THE AREAS OF THE PLAT HEREON DESIGNATED AS "CROSS ACCESS EASEMENT".

THE GRANTOR HEREBY CONVEYS AND AGREES THAT NOTHING SHALL BE ERRECTED OR MAINTAINED OR ALLOWED TO BE ERRECTED OR MAINTAINED UPON SAID ACCESS EASEMENTS WHICH WOULD IN ANY WAY HINDER OR PREVENT THE FREE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC EXCEPT AS MAY BE PROVIDED BY DECLARATIONS, COVENANTS OR RESTRICTIONS PLACED OR TO BE PLACED ON THE SAID EASEMENT AREA.

OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE TO THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (COLLECTIVELY, THE "OWNER"), HEREBY COVENANTS AND AGREES WITH THE CITY OF BATAVIA (THE "CITY") AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE PROPERTY IDENTIFIED ON THIS PLAT AS THE "PUBLIC ACCESS EASEMENT" AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE CITY (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREWITH). THE OWNER GRANTS TO THE CITY AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE CROSS ACCESS EASEMENT AREA AND TO PERFORM MAINTENANCE OF SAID AREA (AND TO STORE EQUIPMENT NECESSARY THEREFOR) WHICH THE OWNER HAS FAILED TO PERFORM, IF SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY OF SUCH FAILURE. THE CITY MAY ENTER THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY THE OWNER WITHOUT NOTICE TO THE OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE IMMINENT). THE OWNER SHALL BE LIABLE FOR THE COST OF ANY MAINTENANCE SO PERFORMED BY THE CITY AND SHALL, PROMPTLY REIMBURSE THE CITY FOR SUCH COSTS, WITH INTEREST AT STATUTORY PRE-JUDGEMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON RECORDATION BY THE CITY OF A CLAIM FOR THE REIMBURSEMENT, THE CITY SHALL HAVE A FORECLOSEABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE PUBLIC ACCESS EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE CITY SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE ABATEMENT OF A NUISANCE,

WHICH REMEDIES SHALL BE CUMULATIVE AND NOT EXCLUSIVE. IF A JUDGEMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY REASONABLE ATTORNEY'S FEES AND COST OF THE CITY. THE CITY SHALL NOT BE LIABLE TO OWNER OR ANY PARTY CLAIMING THROUGH THE OWNER FOR ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE UNDERTAKEN IN PURSUANT TO THIS AGREEMENT, UNLESS SUCH DAMAGE IS CAUSED BY WANTON OR WILLFUL CONDUCT, FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT BE DEEMED A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER, NO PARTY SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISION HEREOF.

THE OWNER RESERVES UNTO ITSELF ALL RIGHTS NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENTS AND OTHER RIGHTS AND INTERESTS IN AND TO SAID PROPERTY. THE OWNER'S OBLIGATIONS UNDER THESE PROVISIONS MAY BE ASSUMED BY AN OWNER'S ASSOCIATION. UPON WRITTEN NOTICE OF SUCH ASSUMPTION, ANY NOTICE OF NON-PERFORMANCE BY THE CITY SHALL BE GIVEN TO SUCH OWNER'S ASSOCIATION. HOWEVER, EACH OWNER (IF THERE IS MORE THAN ONE) IS AND SHALL REMAIN INDIVIDUALLY AND COLLECTIVELY LIABLE FOR ALL THE OBLIGATIONS OF AN OWNER HEREUNDER IF THE ASSOCIATION FAILS TO PERFORM SUCH OBLIGATIONS. IF TITLE TO ALL OR ANY PART OF THE PROPERTY IS VESTED IN A LAND TRUST, ANY BENEFICIARIES THEREOF SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IMPOSED HEREBY ON THE "OWNER" OF SUCH PROPERTY OR PORTION THEREOF SO OWNED.



COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

I, JOHN A. CUNNINGHAM, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT GENEA, ILLINOIS, THIS 19th DAY OF August, A.D., 2022.

John A. Cunningham
KANE COUNTY CLERK

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

THIS INSTRUMENT NUMBER 2022K 041948 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, THIS 19th DAY OF August, A.D., 2022 AT 10:34 O'CLOCK A.M. AND WAS RECORDED IN PLAT ENVELOPE NO. _____

Sandy Wegman
RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF KANE }

THIS IS TO CERTIFY THAT I, CAROL A. SWEET-JOHNSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF ASM CONSULTANTS, INC. (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-006014), HAVE SURVEYED, SUBDIVIDED AND PLATTED THAT PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, UNIT NO. 1 WEIRICH'S SUBDIVISION, AS PER DOCUMENT NO. 759552, RECORDS OF KANE COUNTY; THENCE SOUTHERLY 7.0 FEET ALONG THE WESTERLY LINE OF SAID LOT TO THE NORTHEAST CORNER OF WEIRICH'S INDUSTRIAL PARK UNIT THREE, AS PER DOCUMENT NO. 1933027, RECORDS OF SAID COUNTY; THENCE WESTERLY 309.91 FEET ALONG SAID NORTHERLY LINE TO THE NORTHWEST CORNER OF SAID UNIT TWO; THENCE NORTHERLY 132.66 FEET TO THE SOUTHEAST CORNER OF WEIRICH'S INDUSTRIAL PARK UNIT ONE, AS PER DOCUMENT NO. 1695137, RECORDS OF SAID COUNTY; THENCE NORTHERLY 120.79 FEET ALONG THE EASTERLY LINE OF SAID UNIT ONE TO THE NORTHEAST CORNER OF SAID UNIT, BEING ON THE SOUTHERLY LINE OF WILSON STREET; THENCE EASTERLY 309.19 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING; ALSO THE EASTERLY 12.0 FEET OF LOT 1 IN WEIRICH'S INDUSTRIAL PART UNIT ONE, AS PER DOCUMENT NO. 1695137, RECORDS OF SAID COUNTY; ALL IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

ALSO EXCEPT THE FOLLOWING:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WEIRICH'S INDUSTRIAL PARK UNIT ONE, CITY OF BATAVIA, KANE COUNTY, ILLINOIS; THENCE SOUTH 89 DEGREES 59 MINUTES 54 SECONDS WEST ALONG THE SOUTHERLY LINE OF WILSON STREET 72.0 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 32 SECONDS EAST PARALLEL WITH THE WESTERLY LINE OF SAID UNIT THREE, 253.54 FEET TO THE NORTHERLY LINE OF WEIRICH'S INDUSTRIAL PARK UNIT TWO, CITY OF BATAVIA, KANE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 59 MINUTES 54 SECONDS EAST ALONG SAID NORTHERLY LINE 72.0 FEET TO THE SOUTHWEST CORNER OF SAID UNIT THREE; THENCE NORTH 0 DEGREES 06 MINUTES 32 SECONDS WEST ALONG SAID WESTERLY LINE 253.54 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.

ALSO EXCEPT THE FOLLOWING:

THAT PART OF THE EAST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF WEIRICH'S INDUSTRIAL PARK UNIT THREE PER DOCUMENT NO. 1933027 AS RECORDED SEPTEMBER 21, 1988; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF WILSON STREET AND THE NORTHERLY LINE OF SAID UNIT THREE EXTENDED WESTERLY, 72.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 74.06 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID UNIT THREE, 253.74 FEET TO THE NORTHERLY LINE OF WEIRICH'S INDUSTRIAL PARK UNIT TWO PER DOCUMENT NO. 1853433 AND RECORDED JULY 10, 1987; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID UNIT TWO, 74.06 FEET TO A POINT 72 FEET WESTERLY OF THE SOUTHWEST CORNER OF SAID UNIT THREE; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID UNIT THREE, 253.74 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS, AND CONTAINING 0.981 ACRES AS SHOWN ON THE PLAT HEREON DRAWN WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION.

I FURTHER CERTIFY THAT THE FOREGOING DESCRIBED TRACT IS LOCATED WITHIN 1.5 MILES OF THE CORPORATE LIMITS OF THE CITY OF BATAVIA WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE LAWS OF THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6, AND THAT SAID TRACT APPEARS TO BE LOCATED WITHIN A ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) SPECIAL FLOOD HAZARD AREAS AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, PANEL 327 OF 410 COMMUNITY-PANEL NUMBER 17089C0327H DATED AUGUST 3, 2009.

ALL DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 18th DAY OF JULY, A.D. 2022

Carol A. Sweet-Johnson
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3342
LICENSE EXPIRES NOVEMBER 30, 2022
DESIGN FIRM LICENSE NO. 184-006014
LICENSE EXPIRES APRIL 30, 2023



LEGEND

- Subdivision Boundary Line
- Lot Line
- Center Line
- Existing Lot Line
- (XXX.XX') Record / Deed
- Concrete Monument
- Found Iron Stake as Indicated
- Set 3/4" Iron Pipe at Corner
- Public Utility & Drainage Easements Hereby Granted unless noted otherwise
- P.U. & D.E. Public Utility & Drainage Easement



PREPARED BY:
ASM
ASM Consultants, Inc.
16 E Wilson St - Batavia IL 60510
(630) 879-0200 - advanced@advct.com
Professional Design Firm #184-006014 expires 4/30/2023
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No.	Date	Revision
1.	7/18/2022	Revised per City of Batavia Comment dated June 30, 2022

SUBMITTED BY AND RETURN TO:
City of Batavia
100 N. Island Avenue
Batavia, IL 60510

Sheet 1 of 1
ASM JOB NO. 679175SUB