



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

COMMITMENT NUMBER 29373 First Supplemental SCHEDULE B EXCEPTIONS

- If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction. *Does not affect survey.*
- Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the estate or interest or mortgage thereon covered by this commitment. *Duplicates - see's show on survey.*
- Rights or claims of parties in possession not shown by the public records. *Does not affect survey.*
- Encroachments, overage, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises. *See survey.*
- Easements or claims of easements not shown by the public records. *Duplicates - see's show on survey.*
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. *Does not affect survey.*
- Taxes or special assessments which are not shown as existing liens by the public records. *Does not affect survey.*

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418 W. Superior St., Suite 200
Duluth, Minnesota 55802-1512

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULUTH LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 15294
REG. NO. 15294

SIGNATURE: JOHN J. HINZMANN, JR.
PRINTED NAME: JOHN J. HINZMANN, JR.

9. Rights or claims of tenants, as tenants only, in possession under unrecorded leases. *Duplicates - see's show on survey.*

10. Combination Mortgage, Security Agreement and Future Financing Statement dated October 29, 1998, filed October 30, 1998, as Document No. 733731 (Abstract) and as Document No. 654397 (Torrens), executed by Canal Park Square, Inc., as mortgagor, to National City Bank of Minneapolis, as mortgagee, in the original principal amount of \$2,075,000.00. *Does not affect survey.*

11. Assignment of Leases and Rents dated October 29, 1998, filed October 30, 1998, as Document No. 733732 (Abstract) and as Document No. 654398 (Torrens), executed by Canal Park Square, Inc., as assignor, to National City Bank of Minneapolis, as assignee. *Does not affect survey.*

12. Assignment of Leases and Rents dated October 29, 1998, filed October 30, 1998, as Document No. 733733 (Abstract) and as Document No. 654399 (Torrens), executed by Canal Park Square, Inc., as assignor, to National City Bank of Minneapolis, as assignee. *Does not affect survey.*

13. Assignment of Leases and Rents dated October 29, 1998, as Document No. 654400, by Canal Park Square, Inc. to Duluth Economic Development Authority. *Does not affect survey.*

14. Terms, conditions of and easements contained in Easement Agreement, dated March 10, 1994, from Parcel 5 and Lot 4 - see survey. *Allows encroachments.*

15. Terms, conditions of and easements contained in Agreement for Ingress and Egress, dated September 16, 1998, filed September 23, 1998, in Book Q of Agreements, Page 551. (Parcel 4) *Allows use of Lot 12 - see survey.*

16. Terms, conditions of and easements contained in Parcel 4 Agreement, dated September 22, 1998, filed September 23, 1998, in Book Q of Agreements, Page 552. (Parcel 4) *Allows party wall on Lot 18 - see survey.*

17. Easement in favor of City of Duluth as created in document dated August 25, 1930, filed October 13, 1930, as Document No. 108817. (Parcel 3) *Creates an easement for Lot 10. (Parcel 2)*

18. Easement for utilities in favor of City of Duluth as created in document dated September 10, 1930, filed December 3, 1930, as Document No. 109345. (Parcel 3) *Violates alley and creates utility easements - does not affect property.*

19. Lot 3 and the South half of Lot 2 herein are subject to the rights of Northern Pacific Railway Company in St. Croix Alley, acquired under a certain ordinance enacted by the Common Council of the City of Duluth, April 25, 1904, approved April 27, 1904, published in the official paper of the City of Duluth, May 12, 1904, and accepted by said Northern Pacific Railway Company May 20, 1904. (Shown as a recited on Torrens Certificate.) *Shows on survey.*

20. Subject to the rights granted to Northern Pacific Railway Company by an ordinance passed by the Common Council of the City of Duluth on April 25, 1904, approved April 27, 1904, and thereafter duly published and accepted by said Railway Company on May 20, 1904, granting the right to construct and maintain railroad tracks along St. Croix Alley in the City of Duluth, (Not to be construed as a release of the Torrens Certificate, Parcel 2 and 3) *Northern Pacific's right-of-way as shown on survey.*

21. Subject to an easement for railway purposes in favor of Northern Pacific Railway Company, as the same was condemned by that certain judgment bearing dated December 10, 1909, and recorded in the office of the Register of Deeds of St. Louis County, Minnesota, on March 17, 1910 in Book 292 of Deeds, Page 519. (shown as a recited on Torrens Certificate, Parcel 2 and 3) *Northern Pacific's right-of-way as shown on survey.*

22. Subject to an agreement between Western Land Association of Minnesota and Northern Pacific Railway Company dated November 7, 1904, approved November 10, 1904, published in the official paper of the City of Duluth, May 8, 1904 in Book 1 of Miscellaneous Records, Page 513, the said agreement being a release of damages, (shown as a recited on Torrens Certificate, Parcel 2 and 3) *Northern Pacific's right-of-way as shown on survey.*

23. Quit Claim Deed dated October 9, 1930, filed December 3, 1930, as Document No. 109544 (Torrens), executed by Northern Pacific Railway Company, to Marshall-Wells Building Corporation, a Maine corporation, as to part of Lot 11. (Parcel 3) *Does not affect property.*

24. Declaration of Easements by Canal Park Square, Inc. dated October 29, 1998, as Document No. 654396. (Parcels 1 and 5) *Agreement between Lots 1 and 5 - does not affect survey.*

25. The following matters are recited pursuant to a survey by Seawey Engineering Co. dated July 9, 1998:

- Encroachment of building over Southeastern boundary by 0.15 foot to 0.40 foot. (Parcel 1 and 5) *Shows on survey.*
- Encroachment of building over Northeastern boundary by 0.10 foot. (Parcels 1 and 5) *Shows on survey.*
- Encroachment of building over Southeastern boundary of subject portion of Lot 13 by 2.00 feet. (Parcel 4) *Shows on survey.*
- Encroachment of building over Southeastern boundary of subject portion of Lot 10 by 1.80 feet. (Parcel 2) *Shows on survey.*

PROPERTY DESCRIPTION

Parcel 1:
Lot One (1) in Rearrangement of Block Seven (7) and Block Eight (8) Industrial Division of Duluth, according to the plat thereof, on file and of record in the office of the Register of Deeds of St. Louis County, Minnesota.

Parcel 2:
The Southern Half of the Lot numbered Eight (8), all of Lot numbered Nine (9) and the Northern half of Lot numbered Ten (10), Rearrangement of Block Seven (7) and Eight (8), Industrial Division of Duluth, according to the plat thereof, on file and of record in the office of the Register of Deeds of St. Louis County, Minnesota.

CERTIFICATION

The undersigned hereby certifies to M&M Marshall & Liley LLC (the "Lender"), Canal Park Square, Inc. (the "Borrower"), and Commercial Partners Title, LLC and Chicago Title Company (the "Title Company"), that this is a true and correct representation of a survey of the above-described real property showing:

- the location of all buildings or structures thereon (the "Project");
- the location of all easements and encroachments onto or from such real property that are visible on the real property, known to the undersigned or of record;
- the location of all set-back lines affecting the Project;
- the location of all utilities serving such real property (and the in-points with respect thereto);
- any food hazard areas; and
- all service roads, highways, bicycle paths, walkways, and parking areas on or serving the Project.

The undersigned hereby further certifies to the Lender, the Borrower and the Title Company that the Project is in compliance with all set-back requirements of the city in which the real property is located, and this map or plat and the survey on which it is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by the American Land Title Association and the National Society of Professional Surveyors in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b), 13, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated: _____

John J. Hinzmann, Jr., LS
Licensed Surveyor #15294

ALTA SURVEY FOR SHERMAN AND ASSOCIATES

SHEET 1 OF 2

10/11/07