

TITLE EXCEPTIONS

This survey relied upon information contained within a Lawyers Title Insurance Corporation Specimen Loan Policy for Title Insurance # PHI-07-21587HSE for with an effective date of December 12, 2006 with respect to the property surveyed described in "Exhibit A 1150 North Meadow Parkway and easements listed in "Schedule B-2".

- 8 Intentionally amitted from the title commitment.
- 9 Intentionally omitted from the title commitment
- 10. Easement recorded in deed book 3414, page 653. Comment: Does not affect the subject property.
- 11. Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 6796, page 173.
 Comment: Does not affect the subject property.
- 12. Intentionally omitted from the title commitment.
- 13. Sewer Easement recorded in deed book 9795, page 52.
- 14 Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 10012, page 480.

 Comment: Does not affect the subject property.
- 15. Dedication and Grant of Slope Easement in a Right—of—way Deed recorded in deed book 10169, page 399.
 Comment: Does not offect the subject property.
- 16. Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 10.351, page 489. Comment: Does not affect the subject property.
- 17. Easement recorded in deed book 10858, page 121. Comment: Does not affect the subject property.
- 18. Declaration of Covenants recorded in deed book 11571, page 111; amended in deed book 12500, page 24: further amended in deed book 25110, page 73; further amended in deed book 25110, page 76; further amended in deed book 26409, page 198; assigned in deed book 27505, page 289; affected in deed book 41090, page 628.
- OZO. Comment: Exhibit "C" of the record document describes a tract of land that the subject property is a portion of.
- 19. Intentionally amitted from the title commitment.
- 20. Encroachment Agreement recorded in deed book 12261, page 31; corrected in deed book 19974, page 32.

 Comment: Affects the subject property as a benefit, curb shown as encroaching in
- 21. Sanitary Sewer Easement recorded in deed book 12695, page 168. Comment: Does not affect the subject property.
- 22. Sewer Easement recorded in deed book 13655, page 11. Comment: Does not affect the subject property.
- 23. Sewer Easement recorded in deed book 13892, page 339. Comment: Does not affect the subject property.
- 24. Declaration of Easements recorded in deed book 13946, page 20. Comment: Exhibit B Parcel 8-1 described in the record document is the subject
- Comment: Exhibit B Parcel be-1 described in the record document is the subject property. Essements as shown on survey.

 25. Joint and reciprocal Access Easement Agreement recorded in deed book 14308, page 176: amended in deed book 15715, page 28.

 Comment: Does not affect the subject property.
- 26. Declaration of Easements recorded in deed book 14362, page 200. Comment: Does not affect the subject property.

- 27. Intentionally omitted from the title commitment
- 28. Easement Agreement recorded in deed book 15715, page 66. Comment: Does not affect the subject property.
- 29. Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 15978, page 297. Comment: Does not affect the subject property.
- 30. Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 15978, page 301.

 Comment: As shown on the survey.
- 31. Dedication and Grant of Slope Easement in a Right-of-way Deed recorded in deed book 15978, page 305.
- 32. Easement recorded in deed book 18141, page 284. Comment: Does not affect the subject property.
- 33. Access Easement Agreement recorded in deed book 18413, page 217; assigned in deed book 19974, page 126; amended in deed book 23607, page 170. Comment: Does not affect the subject property.
- 34. Declaration of Covenants, Conditions and Restrictions recorded in deed book 19974, page 37; affected in deed book 25969, page 222; further affected in deed book 41090, page 625. Comment: The subject property is a portion of the property described in Exhibit A and is Parcel B-1.
- 35. Intentionally omitted from the title commitment
- 36. Declaration of easements recorded in deed book 19974, page 85. Comment: The subject property is a portion of the property described in Exhibit A and is Parcel B-1. Affects the subject property as a benefit.
- 37. Terms, provisions, covenants and conditions within a Limited Warranty Deed recorded in deed book 19974, page 148. Comment: Affects subject property as a benefit.
- 38. Easement rights within a Limited Warranty Deed recorded in deed book 19974, page 154; affected in deed book 25607, page 155. Comment: Does not affect the subject property.
- 39. Terms, provisions, covenants and conditions within a Limited Warranty Deed recorded in deed book 19874, page 167.
 Comment: Does not affect the subject property.
- 40. Easement recorded in deed book 27351, page 319. Comment: Does not affect the subject property.
- 41. Easement recorded in deed book 29879, page 153. Comment: Does not affect the subject property.
- 42. Easement recorded in deed book 30496, page 605. Comment: Does not affect the subject property.
- 43. Sewer Easement recorded on deed book 36536, page 58. Comment: Does not affect the subject property.
- 44. Easement recorded in deed book 41517, page 459. Comment: Does not affect the subject property.
- 45. Intentionally omitted from the title commitment.
- 46. Easement Agreement recorded in deed book 42019, page 324. Comment: Does not affect the subject property
- 47. Drainage Easement Agreement recorded in deed book 44188, page 569. Comment: Does not affect the subject property.
- 48. Matters shown on a plat recorded in plat book 159, page 56 Comment: As shown on the survey.
- 49. Matters shown on a plat recorded in plat book 189, page 129. Comment: Does not affect the subject property.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 601, 1st District, 2nd Section, City of Roswell, Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at an iron pin set at the intersection of the Northern right-of-way of Hembree Road (84' R/W) with the Western right-of-way line of North Road (84' R/W) with the Western right—of—way line of North Meadow Parkway (Variable R/W); thence along said right—of—way of North Meadow Parkway along a curve to the left having a radius of 30.00 feet an arc distance of 46.82 feet (said arc being subtended by a chord bearing North 49 degrees 35 minutes 06 seconds East a distance of 42.21 feet) to a point; thence continuing along said right—of—way North 04 degrees 52 minutes 31 seconds East a distance of 24.45 feet to a point; thence continuing along said right—of—way along a curve to the right having a radius of 382.50 feet an arc distance of 54.23 feet (said arc being subtended by a chord bearing North 08 degrees 21 minutes 23 seconds East a distance of 54.19 feet to an iron pin set, said point being the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, thence leaving said right—of—way North 89 IRUE POINT Or BEGINNING; from the IRUE POINT OF BEGINNING thus established, thence leaving said right-of-way North 89 degrees 06 minutes 50 seconds West a distance of 296.69 feet to an all found; thence North 00 degrees 01 minutes 24 seconds East a distance of 447.62 feet to an iron pin set (1/2 rebar); thence South 89 degrees 54 minutes 57 seconds East a distance of 196.75 feet to an iron pin set (1/2" rebar); thence South 00 degrees 02 minutes 26 seconds East a distance of 20.00 feet to degrees 02 minutes 26 seconds East a distance of 20.00 feet to an iron pin found (1/2" rebar); thence North 87 degrees 05 minutes 47 seconds East a distance of 157.99 feet to a point; thence South 68 degrees 17 minutes 39 seconds East a distance of 114.151 feet to a point on said right-of-way line of North Meadow Parkway, thence along said right-of-way along the arc of a curve to the right o distance of 123.09 feet said arc having a radius of 287.54 feet and being subtended by a chord with a bearing and distance of South 22 degrees 10 minutes 32 seconds West 122.15 feet to a point; thence continuing along said right of way South 34 degrees 26 minutes 22 seconds West and Sistance of 143.56 feet to a point; thence continuing along said right-of-way along the arc of a curve to the left a distance of 169.42 feet said arc having a radius of 382.43 feet and being subtended by a chord with a bearing and distance of South 21 degrees 45 minutes 00 seconds West 168.04 feet to an iron pin set (1/2" rebor) and the TRUE POINT OF BEGINNING.

And being the same property as the legal description for 1150 North Meadow Parkway set forth in exhibit A of that certain Warranty Deed recorded in deed book 41090, page 637.

Flood Hazard Note:

s pour structure (1700).

3y graphic plotting only, this property does lie within a 100 year flood hazard zone and is depicted as shaded zone "X" as defined by the F.E.M.A Flood Insurance Rate Map of Fultor County, Georgia and incorporated areas map number 1312100054 E, effective date June 22 1908.

Parking Summary: Regular Parking Spaces: 98 Handicap Parking Spaces: 4 Total Parking Spaces: 102

Zoning: I-1 Front Yard: 30' Setback Side Yard: 10' Setback Rear Yard: 10' Setback

Area Summary:

Survey References:

1) Final Plot for North Meadow Associates Joint Venture, by Travis Pruitt & Associates, P.C., dated June 15, 1988, last revised August 16, 1988.

1998.
2) As-Built Survey for Weeks Realty, L.P.;
Connecticut General Life Insurance Company and
Chicago Title Insurance Company by Pinion &
McGaughey Land Surveyors, Inc. dated
August 11, 1995.
3) Deed Book 19974, Page 167

4) Deed Book 13946, Page 20 5) Deed Book 15978, Page 301, 305 6) Deed Book 12261, Page 31

This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the Utilities ·

hese drawings and their reproductions are the property of the surveyor and may not be eproduced, or used in any way without the written permission of this surveyor.

CHILITIES: Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures where the inaccurate and utilities and structures owner, his employees, his consultants and his contractors or anyone else who relies upon this survey shall hereby expressly understand that the surveyor is not responsible for the correctness or sufficiency of this information.

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The surveyor in no way intends to interpret or make conclusions regarding the zoning designation shown hereon. This information is reported from public information obtained from Fulton County records on May 6, 2005.

Survey fieldwork performed on: January 25, 2007

This survey was authorized by: George Haines Representing BPG Properties, Ltd.

Certification.

Certification:
This is to certify that this survey was made under my supervision and is a true representation the land surveyed. The field data upon which this survey is based has a precision of one foot in 25,000 feet, and an angular error of 05 per angle point, and was adjusted using the least squares. Angular and linear measurements were made using a Trimble 5603 Robotic Total Station. The data on this survey has been calculated for closure and is found to exceed one foot in 231,612 feet.

A. The undersigned has been furnished with Specimen Loan Policy for Title Insurance No. PHI-07-21587HSE (the "Title Report") for the property described therein (the "Property") issued by Lawyers Title Insurance Corporation ("Title Company").

B. The undersigned has made or caused to be made a physical inspection of the Property by its

B. The undersigned has made or caused to be induce a physical inspection of survey of the prepriet interviews.

C. The undersigned has prepared or caused to be prepared under its supervision a survey of the Property dated February 12, 2007 and bearing Job No.070061 (the "Survey").

D. The undersigned acknowledges that BPG Properties, Ltd., its successors and assigns ("Purchaser"). Title Company, FirstCal Industrial 2 Acquisition, LLC ("Seller") and Purchaser's lender, North Meadow Investors, LLC, Capmark Finance Inc., a California corporation, and its successors and assigns, and Capmark Bank, a Utah industrial bank, and its successors and assigns ("Lender"), may rely upon the representations contained in this Certificate.

NOW, THEREFORE, the undersigned hereby certifies to Purchaser, Title Company, Seller and Lender

NOW, THEREFORE, the undersigned hereby certifies to Purchaser, Title Company, Seller and Lender as follows:

1. The Survey correctly shows (a) the boundary lines of the Property, (b) the location of easements and right-of-way disclosed by Title Report or by the physical inspection of the Property made by the undersigned. The legal description shown on the Survey is a true, complete and correct description of the Property.

2. The Survey correctly shows the size, location, type and relation of buildings and other structures ("Improvements") to the property lines of the Property.

3. Except as shown on the Survey, there are no visible easements or right-of-way across the property or any other easements or right-of-way across the Property of which the undersigned has been divised.

1. Except as shown on the Survey, there are no encroachments by buildings and structures to the benefit of the Property.

3. Except as shown on the Survey, none of the Improvements encroaches upon any building restriction line established by zoning ordinance or agreement disclosed by Title Report.

3. Except as shown on the Survey, the Property does not lie within flood hazard areas as designated in the applicable "Department of Housing and Urban Development, Federal Insurance Administration-Special Flood Hazard Area Map"

3. Except as shown, the Improvements shown on the Survey constitute the improvements on the Property and are within the boundary lines of the property.

3. Utility services required for the operation of the Improvements on the Property either enter through adjoining public street or pass through adjoining private land to the Property from public streets pursuant to easements field of public record. Parking spaces on the Property from public streets pursuant to easements field of public record. Parking spaces on the Property from public streets pursuant to easements field of public record. Parking spaces on the Property of the poperty on the Property of the property on the Property of the property on the Property of th

through adjoining public street or pass through adjoining private land to the Property from public streets pursuant to easements filed of public record. Parking spaces on the Property comply with applicable zoning ordinances.

9. The Improvements on the Property has direct access to the following dedicated public woys: North Meadow Parkway maintained by the city of Roswell and is also available per easement at Deed Book 19974 page 85.

10. The Survey shows any discharge into streams, rivers or other conveyance systems.

11. The Survey and the information, courses and distances shown thereon, including, without limitations, set-backs and yards lines, are correct.

12. The Survey accurately reflects the current conditions present with respect to the Property.

13. The Survey is made (a) in accordance with the 2005 "Minimum Standards of requirements for the State of Georgia and in accordance with the 2005" Minimum Standard Detail Regimements for ALTA/ACSM Land Title Surveys' established and adopted by ALTA/ACSM and the National Association of Professional Surveyors and includes Table A items Nos. 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 16, 17 and 18, and (b) pursuant to the Accuracy Standards adopted by ALTA/ACSM cand the notional ALTA and NSPS and in effect on the date of this certification, undersigned further criffies that in my professional opinion as a land surveyor registered in the state of Georgia, the Relative Positional Accuracy Oses not exceed that which is specified therein.

John Adams

Oate

Georgia Reg. Land Surveyor No. 2768

For the Firm Travis Pruit & Associates, Inc.

Pursuant to Rule 180-6 09 of the Georgia State Board of Registration for Professional Engineers

Pursuant to Rule 180-6.09 of the Georgia State Board of Registration for Professional Engineers and Land Surveyors, the term "certify" or "certification" relating to land surveying services shall mean a signed statement based on facts and knowledge known to the land surveyor and is not a guarantee or warranty, either expressed or implied.

ALTA/ACSM LAND TITLE SURVEY FOR: **BPG** Properties, Ltd Lawyers Title Insurance Corporation Northmeadow Investors, LLC Capmark Finance Inc Capmark Bank



LAND LOT 601 1ST DISTRICT, 2ND SECTION CITY OF ROSWELL FULTON COUNTY, GEORGIA FEBRUARY 12, 2007 / SCALE: 1"=30"





Norcross, Georgia 30093 Phone: (770)416-7511 Fax: (770)416-6759

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4317 Park Drive - Suite 400

DRAWN BY:MAM CHKO BYNGA UN:070061.1 CN:0700618T PRN:070061 LSV:BT FN:149-0-157

TRAVIS PRUITT & ASSOC. INC.

Attornet Comments