

SURVEYOR'S NOTES

- This plat of an ALTA/ACSM LAND TITLE SURVEY is based upon the Fidelity National Title Insurance Company commitment for title insurance having Commitment No. 13-46830/17159455 and the effective date of June 21, 2013.
- No comment is made regarding the following Exceptions in Schedule B - Section 2 of the commitment for title insurance: 1-12 and 67-71.
- The following notes are keyed to the Exceptions in Schedule B - Section 2 of the commitment for title insurance.
 - Item 13: Right-of-Way to Lake County Gas Company per Volume 91, Page 87 - Does not affect the subject parcel.
 - Assignment and Sale per Volume 340, Page 463 - Does not affect the subject parcel.
 - Item 14: Quit Claim Deed per Volume 498, Page 347 - Does not affect the subject parcel.
 - Item 15: Gas Line Easement per Volume 486, Page 729 - Does not affect the subject parcel.
 - Item 16: Reciprocal Easement Agreement per Volume 626, Page 12 - Affects the subject parcel. Several easements are included, but they are all blanket in nature and cannot be graphically depicted.
 - Amendment per Volume 626, Page 122 - Affects the subject parcel. Nothing to plot.
 - Third Amendment per Volume 628, Page 560 - Affects the subject parcel. Nothing to plot.
 - Supplemental Grant of Easement per Volume 629, Page 152 - Affects the subject parcel. Nothing to plot.
 - Fourth Agreement per Volume 777, Page 386 - Affects the subject parcel. Nothing to plot.
 - Assumption Agreement per Volume 897, Page 690 - Affects the subject parcel. Nothing to plot.
 - Fifth Agreement per Volume 1057, Page 1241 - Affects the subject parcel. Nothing to plot.
 - Sixth Agreement per Volume 919, Page 89 - Affects the subject parcel. Nothing to plot.
 - Item 17: Electric Easement per Volume 627, Page 115 - Does not affect the subject parcel.
 - Modification of Easement per Volume 896, Page 1229 - The additional easement area is supposed to be shown on an attachment which is missing from the document.
 - Amendment of Easement per Volume 971, Page 1045 - Does not affect the subject parcel.
 - Item 18: Electric Easement per Volume 627, Page 124 - May affect the subject parcel. The Easement for underground conduit parcel does not have a specific description but only says the centerline of it will be defined by the grantor later.
 - Modification of Easement per Volume 858, Page 29 - Does not affect the subject parcel.
 - Item 19: Water Line Easement per Volume 746, Page 2 - Does not affect the subject parcel.
 - Item 20: Gas Line Easement per Volume 629, Page 557 - Does not affect the subject parcel.
 - Item 21: Four Party Reciprocal Easement Agreement per Volume 777, Page 246 - Affects the subject parcel. Nothing to plot.
 - Amendment per Volume 1057, Page 1225 - Affects the subject parcel. Nothing to plot.
 - Second Amendment per Volume 919, Page 45 - Affects the subject parcel. Nothing to plot.
 - Item 22: Declaration of Restrictive Covenants per Volume 777, Page 369 - Does not affect the subject parcel.
 - Amendment of Declaration per Volume 919, Page 125 - Does not affect the subject parcel.
 - Item 23: Gas Line Easement per Volume 777, Page 214 - Does not affect the subject parcel.
 - Modification of Easement per Volume 778, Page 605 - Does not affect the subject parcel.
 - Modification of Easement per Volume 858, Page 590 - Does not affect the subject parcel.
 - Modification of Gas Easement per Volume 971, Page 1245 - Does not affect the subject parcel.
 - Item 24: Easement for Sewer Line per Volume 777, Page 622 - Does not affect the subject parcel.
 - Item 25: Telephone Line Easement per Volume 858, Page 306 - Does not affect the subject parcel.
 - Item 26: Electric Line Easement per Volume 858, Page 349 - Does not affect the subject parcel.
 - Item 27: Easement for Road Purposes per Volume 897, Page 1191 - Does not affect the subject parcel.
 - Item 28: Storm Sewer Easement per Volume 896, Page 377 - Does not affect the subject parcel.
 - Item 29: Agreement per Volume 923, Page 1226 - The agreement area is supposed to be shown in red on an attached exhibit. The exhibit isn't in color and I can't tell where the agreement area is supposed to be.
 - Item 30: Limited Warranty Deed per Volume 838, Page 885 - There is supposed to be an exhibit with a legal description for a sewer easement attached to the document, but nothing was attached.
 - Item 31: Easement for Utilities per Volume 971, Page 1348 - Does not affect the subject parcel.
 - Item 32: Easement for Access per Volume 971, Page 1365 - Does not affect the subject parcel.
 - Item 33: Easement per Volume 1029, Page 34 - Does not affect the subject parcel.
 - Item 34: Easement for Traffic Control Device per Volume 462, Page 1188 - Does not affect the subject parcel.
 - Item 35: Easement for Traffic Control Device per Volume 462, Page 1191 - Does not affect the subject parcel.
 - Item 36: Easement for Traffic Control Device per Volume 462, Page 1194 - Does not affect the subject parcel.
 - Item 37: Easement to the Ohio Bell Telephone Company per Volume 991, Page 1157 - Does not affect the subject parcel.
 - Item 38: Assignment and Assumption Agreement per Volume 999, Page 424 - Affects the subject parcel. Nothing to plot.
 - Item 39: Assignment and Assumption Agreement per Volume 999, Page 436 - Affects the subject parcel. Nothing to plot.
 - Item 40: Permanent Highway Easement per File No. 990002671 - Does not affect the subject parcel.
 - Item 41: Lot Split Survey per Volume 40, Page 16 - The document is difficult to read, therefore I can't comment on whether it affects the subject parcel or not.
 - Item 42: Limited Warranty Deed per Instrument No. 2001039681 - Does not affect the subject parcel.
 - Item 43: Covenants, Conditions, and Restrictions Agreement per Instrument No. 2001039683 - Affects the subject parcel. Nothing to plot.
 - Item 44: Construction Controls and Restrictions Agreement per Instrument No. 2001039683 - Does not affect the subject parcel.

- Item 45: Reciprocal Access Easement and License Agreement per Instrument No. 2001039684 - Does not affect the subject parcel.
- Item 46: Water Line Easement per Instrument No. 2001039685 - Does not affect the subject parcel.
- Item 47: Sanitary Sewer Line Easement per Instrument No. 2001039686 - This document was not provided to me.
- Item 48: Storm Sewer Line Agreement per Instrument No. 2001039687 - This document was not provided to me.
- Item 49: General Utility Line Easement per Instrument No. 2001039688 - Does not affect the subject parcel.
- Item 50: Gas Line Easement per Instrument No. 2001039689 - Does not affect the subject parcel.
- Item 51: Water Utility Easement per Instrument No. 2001049601 - Does not affect the subject parcel.
- Item 52: Memorandum of Restated License and Indemnity Agreement per Instrument No. 2002000424 - Expired on April 30, 2002.
- Item 53: Covenants, Conditions and Restrictions Agreement per Instrument No. 2002R012628 - Affects the subject parcel. Nothing to plot.
- Item 54: Plat per Volume 42, Page 20 - Does not affect the subject parcel.
- Item 55: Covenants, Conditions and Restrictions Agreement per Instrument No. 2002R033975 - Affects the subject parcel. Nothing to plot.
- Item 56: Easement Agreement per Instrument No. 2002R033976 - Does not affect the subject parcel.
- Item 57: Special Warranty Deed per Instrument No. 2003R003942 - The document mentions an access easement but there is no legal description for it. The drawing that is supposed to depict the easement is illegible.
- Item 58: Covenants, Conditions and Restrictions Agreement per Instrument No. 2003R043185 - Affects the subject parcel. Nothing to plot.
- Item 59: Consent to Outlot per Instrument No. 2003R043185 - Does not affect the subject parcel.
- Item 60: Covenants, Conditions and Restrictions Agreement per Instrument No. 2006R037702 - Affects the subject parcel. Nothing to plot.
- Re-recorded as Instrument Number 2006R039361 - Affects the subject parcel. Nothing to plot.
- Item 61: Cross Parking Easement per Instrument Number 2006R037703 - Does not affect the subject parcel.
- Re-recorded as Instrument Number 2006R039362 - Does not affect the subject parcel.
- Item 62: General Utility Line Easement per Instrument No. 2006R037704 - This document was not provided, only the re-recorded version, below.
- Re-recorded as Instrument Number 2006R039363 - Does not affect the subject parcel.
- Item 63: Sanitary Sewer Line Easement per Instrument Number 2006R037705 - This document was not provided, only the re-recorded version, below.
- Re-recorded as Instrument Number 2006R039364 - Does not affect the subject parcel.
- Item 64: Storm Sewer Line Agreement per Instrument Number 2006R037706 - This document was not provided, only the re-recorded version, below.
- Re-recorded as Instrument Number 2006R039365 - Does not affect the subject parcel.
- Item 65: General Utility Line Easement per Instrument Number 2006R037707 - This document was not provided, only the re-recorded version, below.
- Re-recorded as Instrument Number 2006R039366 - Does not affect the subject parcel.
- Item 66: Lot Split Plat per Volume 53, Page 4 - Does not affect the subject parcel.

- 4. The purpose of this survey was to prepare an ALTA/ACSM Land Title Survey for the site.
- 5. This plat of an ALTA/ACSM LAND TITLE SURVEY represents the conditions of the site on: October 29, 2013.
- 6. The accuracy of any flood hazard data shown on this survey is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. Flood Insurance Rate Map having Community-Panel Number 390317 0111 F (effective date February 3, 2010) of the National Flood Insurance Program indicates this site to be within zone "X" (areas determined to be outside 500-year floodplain).
- 7. Basis of Bearing System: The centerline of US 20 was assumed to have a bearing of South 70 degrees 29 minutes 45 seconds West.
- 8. The locations of any underground utilities shown on this plat are based upon above ground evidence (including, but not limited to, manholes, inlets, and marks made on the ground by others) and are speculative in nature. There may be underground utilities for which there is no above ground evidence or for which the above ground evidence was not observed (i.e. buried or paved over).
- 9. American Structurepoint, Inc. makes no warranty, either expressed or implied, as to our staking, findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice and degree of care exercised by members of the same profession on projects of comparable size and complexity. As used in this survey, the word certify (certified, certification, and/or certificate) shall be interpreted as meaning a professional opinion regarding the conditions of those facts and/or findings which are the subject of the certification and does not constitute a warranty or guarantee, either express or implied.

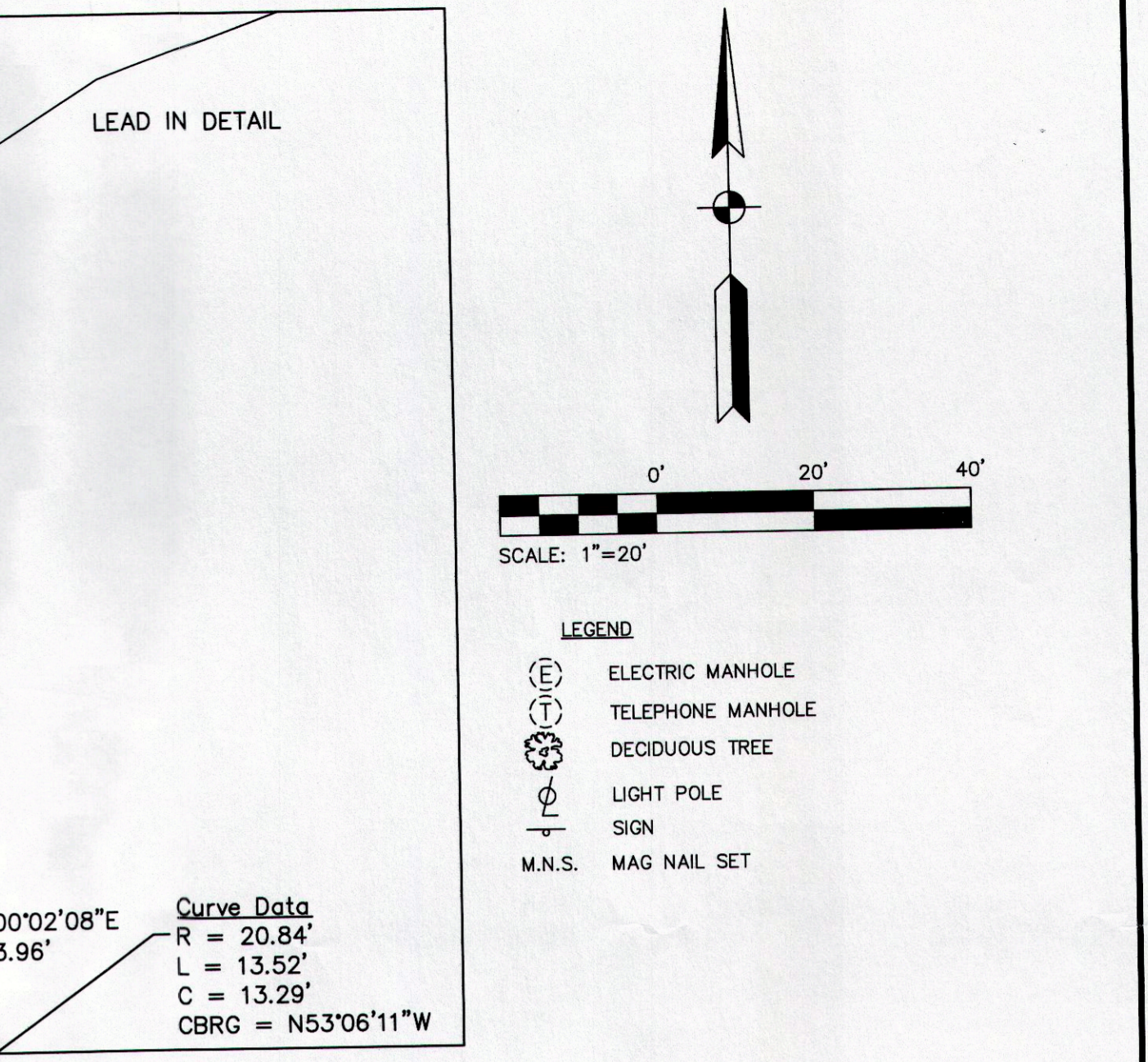
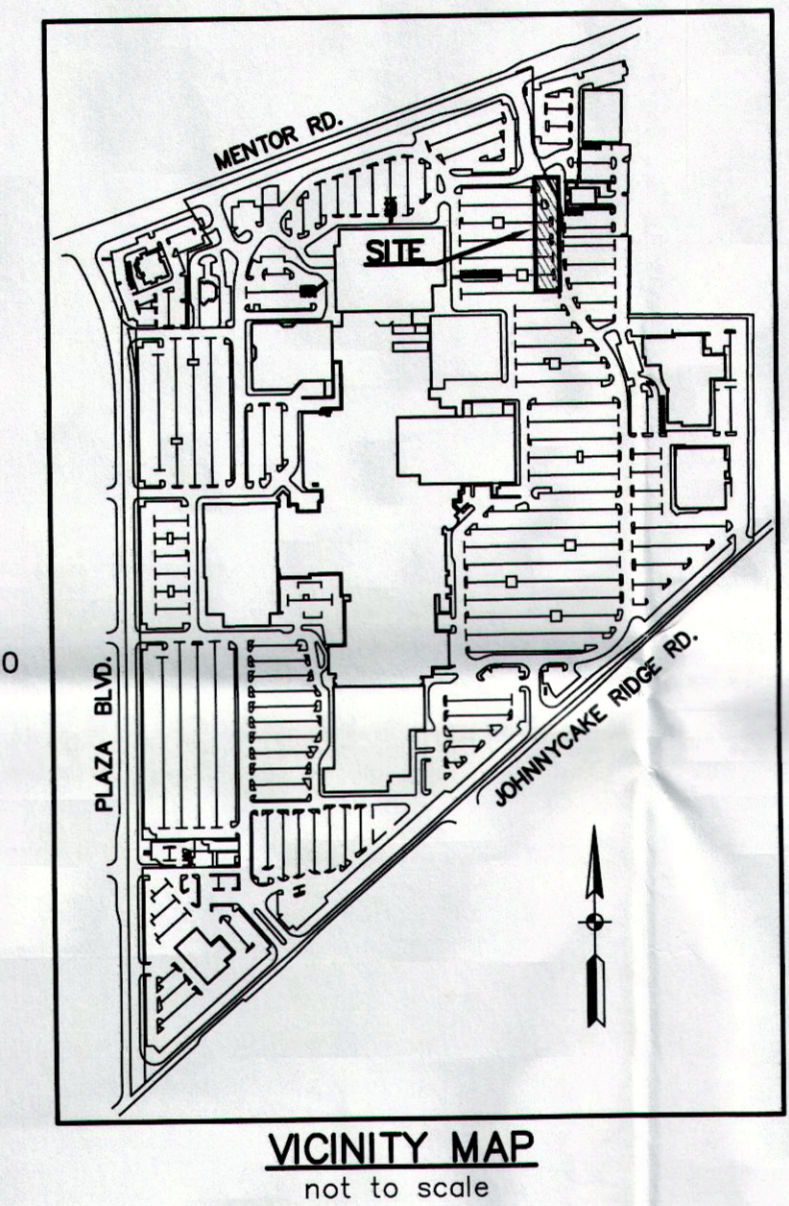
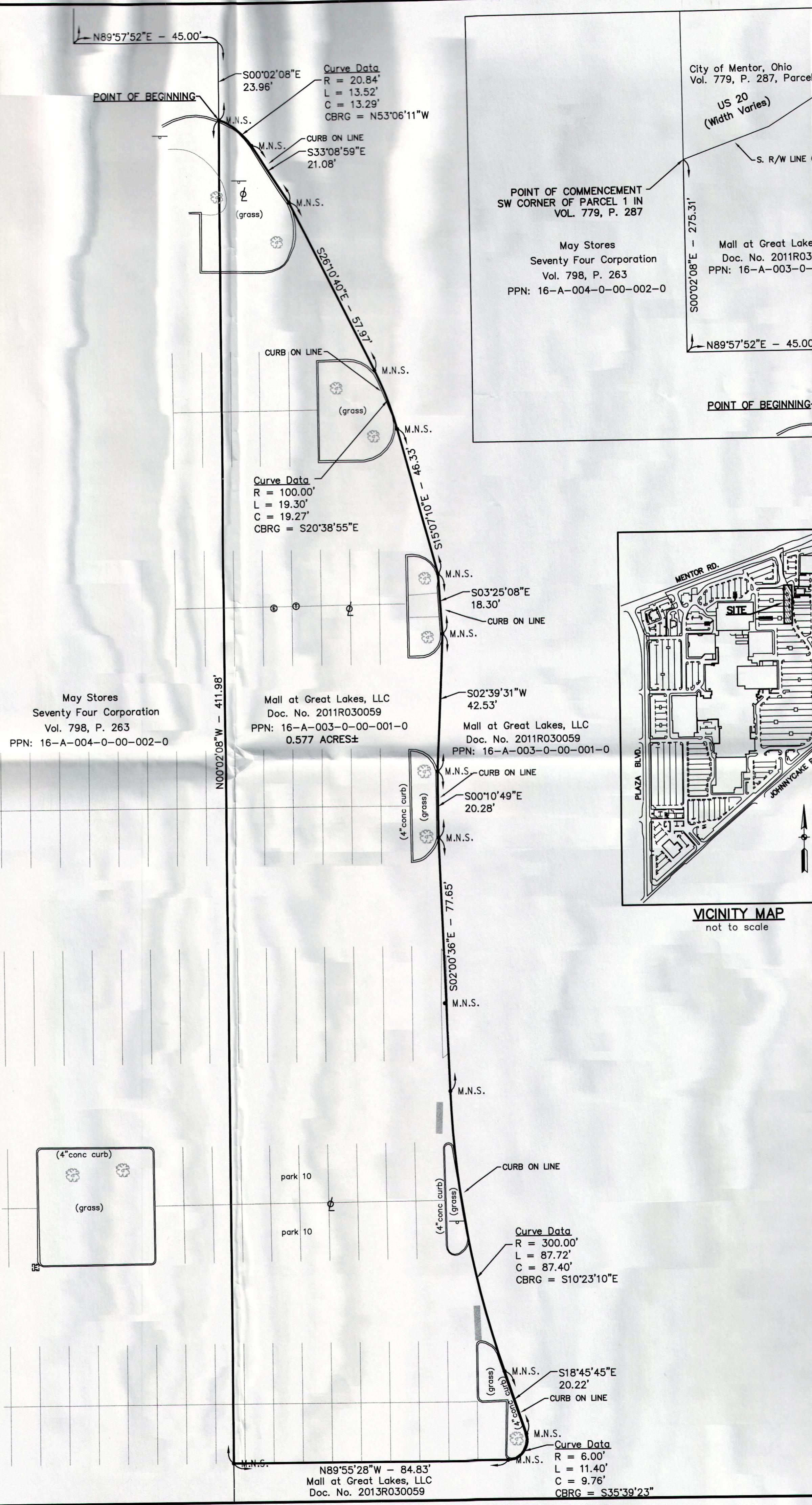
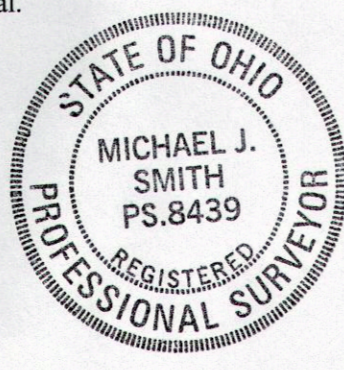
SURVEYOR'S CERTIFICATION
 To Simon Property Group, Inc., Fidelity National Title Insurance Company:
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 9, 11(a), 13, and 16 of Table A thereof. The field work was completed on October 29, 2013.

This plat of an ALTA/ACSM LAND TITLE SURVEY represents a survey made under my supervision and in compliance with the Minimum Standards for Boundary Surveys as established by Chapter 4733-37 of the Ohio Administrative Code with corners established as shown and is true and correct to the best of my knowledge.

This document is not valid unless imprinted with a land surveyor's seal.

Michael J. Smith
 msmith@structurepoint.com
 Professional Land Surveyor #8439
 Date: 2-18-14

This plat was prepared under the direction of Michael J. Smith, P.S.



LEGAL DESCRIPTION
 Northern Swap Parcel
 Situated in the City of Mentor, County of Lake, State of Ohio, being part of Original Mentor Township, Ward Lot, Tract No. 5, Blake Lot, Tract No. 5 and Lot Nos. 7 and 8, Tract 3 and also being a part of the 47.3331-acre tract conveyed to Mall at Great Lakes, LLC (PPN: 16-A-003-0-00-001-0) in Document Number 2011R030059 (hereafter "Mall tract"), more particularly described as follows:

- Commencing on the south right-of-way line of US 20 (variable width) at the southwest corner of Parcel 1 as conveyed to the City of Mentor, Ohio in Volume 779, Page 287, being on the east line of the tract conveyed to May Stores Seventy Four Corporation in Deed Volume 798, Page 263 (PPN: 16-A-004-0-00-002-0) (hereafter referred to as "May tract") and on the west line of said Mall tract; the following three (3) courses are along the west and south lines of said Mall tract and along the east and north lines of the May tract;
 - thence South 00 degrees 02 minutes 08 seconds East 275.31 feet;
 - thence North 89 degrees 57 minutes 52 seconds East 45.00 feet;
 - thence South 00 degrees 02 minutes 08 seconds East 23.96 feet to a Mag Nail Set at the POINT OF BEGINNING;
 - thence southeasterly 13.52 feet along a non-tangent curve to the right having a radius of 20.84 feet and subtended by a long chord having a bearing of South 53 degrees 06 minutes 11 seconds East and a length of 13.29 feet to a Mag Nail Set;
 - thence South 33 degrees 08 minutes 59 seconds East 21.08 feet to a Mag Nail Set;
 - thence South 26 degrees 10 minutes 40 seconds East 57.97 feet to a Mag Nail Set;
 - thence southeasterly 19.30 feet along a curve to the right having a radius of 100.00 feet and subtended by a long chord having a bearing of South 20 degrees 38 minutes 55 seconds East and a length of 19.27 feet to a Mag Nail Set;
 - thence South 15 degrees 07 minutes 10 seconds East 46.33 feet to a Mag Nail Set;
 - thence South 03 degrees 25 minutes 08 seconds East 18.30 feet to a Mag Nail Set;
 - thence South 02 degrees 39 minutes 31 seconds West 42.53 feet to a Mag Nail Set;
 - thence South 00 degrees 10 minutes 49 seconds East 20.28 feet to a Mag Nail Set;
 - thence South 02 degrees 00 minutes 36 seconds East 77.65 feet to a Mag Nail Set;
 - thence southeasterly 19.30 feet along a curve to the left having a radius of 300.00 feet and subtended by a long chord having a bearing of South 10 degrees 23 minutes 10 seconds East and a length of 87.40 feet to a Mag Nail Set;
 - thence South 18 degrees 45 minutes 45 seconds East 20.22 feet to a Mag Nail Set;
 - thence southwesterly 11.40 feet along a curve to the right having a radius of 6.00 feet and subtended by a long chord having a bearing of South 35 degrees 39 minutes 23 seconds West and a length of 9.76 feet to a Mag Nail Set;
 - thence North 89 degrees 55 minutes 28 seconds West 84.83 feet to a Mag Nail Set on the west line of said Mall tract and the east line of said May tract;
 - thence North 00 degrees 02 minutes 08 seconds West 411.98 feet along said east and west lines to the POINT OF BEGINNING.
- Containing 0.577 acres.
- Bearings are based on the west line of said Mall tract, which was assumed to have a bearing of South 00 degrees 02 minutes 08 seconds East.
- All references to recorded documents are to the records of the Office of the Recorder of Lake County, Ohio.

This description was prepared in February, 2014 by Michael J. Smith, Registered Professional Surveyor Number 8439, is based on an actual survey performed in the field by American Structurepoint, Inc. in October, 2013, meets the requirements set forth in the Ohio Administrative Code Chapter 4733-37 commonly known as the "Minimum Standards for Boundary Surveys" and is true and correct to the best of my knowledge and belief.

The intent of this description is to split 0.577 acres from PPN 16-A-003-0-00-001-0 and combine it with PPN 16-A-004-0-00-002-0.

ALTA/ACSM LAND TITLE SURVEY		PREPARED FOR: SIMON PROPERTY GROUP, INC.	
I affirm, under penalties for perjury, that I have taken reasonable care to record each deed security number in this document, unless required by law.			
		7280 SHADELAND STATION INDIANAPOLIS, IN 46256-3857 TEL 317.547.5580 FAX 317.543.0270 www.structurepoint.com	
SCALE: 1" = 20'	REVISIONS	DATE	SHEET NO.
DATE: 02/18/2014			1
DRAWN BY: CMM	CHECKED BY: MJS	JOB NO. 201300564	ARCHIVE NO.
			OF 1

PLOT SCALE: 1:1 EDIT DATE: 10/31/13 - 1:42 PM EDITED BY: MSMITH DRAWING FILE: P:\2013\00564\DRAWINGS\SURVEY\201300564.SV\2014-01-27\NORTHERNPARCELLOT_SPLIT_SURVEY.DWG