



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE
INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire West Title Agency
4808 North 22nd Street, Ste #
100
Phoenix, AZ 85016
Phone: 602-749-7000

**WESTCOR LAND TITLE INSURANCE
COMPANY**

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President
Attest: Patricia H. Power
Secretary

SCHEDULE A

Address Reference: **Project: Cave Buttes Dam Excess / Proj #350.01.01 / order TR142-FCD / Item #H-2646-EX / APN 212-15-0, 04A, 4B & 3A,**

1. Effective Date: **October 10, 2016 at 7:30 am**
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 Standard Coverage

Proposed Insured: **TBD**
- 3A. The estate or interest in the land described in this Commitment and covered herein is **Fee** and title thereto is at the effective date hereof vested in:
Flood Control District of Maricopa County, a political subdivision of the State of Arizona
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:
TBD
4. The land referred to in the Commitment is situate in the county of **Maricopa**, State of **Unknown** and is described in the attached Exhibit "A".

Please direct all inquiries and correspondence to:
Empire West Title Agency
Escrow Officer: Sharon Dyke
Phone: 602-749-7000
Commitment

Empire West Title Agency, issuing agent for
Westcor Land Title Insurance Company
By: Chuck Kerkhoff
Title Department

EXHIBIT "A"

A portion of land lying within the Northwest quarter (NW4), the Northeast quarter (NE4) and the Southeast quarter (SE4) of Section 10 Township 4North, Range 3East, Gila & Salt River Base & Meridian, Maricopa County, Arizona, said portion being described as follows:

COMMENCING at the Northeast corner of said Section 10; thence along the East line of the Northeast quarter (NE4) of said section 10, South 00° 08' 39" West a distance of 200.00 feet to a point on the South line of the North 200 feet of said NE4 and the TRUE POINT OF BEGINNING; thence continuing along said East line, South 00° 08' 39" West a distance of 2433.0 feet to the East quarter corner of said section 10; thence along the South line of said NE4, South 89° 56' 54" West a distance of 850.45 feet; thence South 66° 35' 48" West a distance of 504.57 feet; thence South 67° 11' 24" West a distance of 998.95 feet; thence North 47° 26' 01" West to a point on the West line of the SE4 of said section 10, a distance of 534.17 feet, said point lies North 00° 23' 49" West a distance of 2461.58 feet from the South quarter corner of said section 10; thence along said West line, North 00° 23' 49" West a distance of 224.75 feet to the center of said section 10; thence along the East-West mid-section line, South 89° 57' 21" West a distance of 225.37 feet; thence North 45° 18' 48" West a distance of 980.17 feet; thence South 64° 37' 41" West a distance of 813.36 feet; thence South 24° 33' 55" East to a point on the South line of the Northwest quarter (NW4) of said Section 10, a distance of 375.76 feet; thence along the South line of the Northwest quarter of said section 10, South 89° 57' 21" West a distance of 1108.14 feet to the West quarter corner of said section; thence North 00° 05' 15" West along the West line of the Northwest quarter (NW4) of said Section 10, a distance of 495.23 feet; thence North 89° 59' 17" East to a point on the East line of the West 33.00 feet of the Northwest quarter of said Section 10, a distance of 33.00 feet; thence along said East line, North 00° 05' 15" West to a point on the South line of the NW4NW4 of said Section 10, a distance of 825.39 feet; thence along the South line of said NW4NW4, North 89° 58' 41" East a distance of 1273.24 feet to the Southeast corner of said NW4NW4; thence along the East line of said NW4NW4, North 00° 00' 48" West a distance of 1320.11 feet to the Northeast corner of said NW4NW4; thence along the North line of the NW4 of said section 10, South 89° 59' 59" East 1307.94 feet to the North quarter corner of said section 10; thence along the North line of the NE4 of said section 10, South 39° 54' 59" East a distance of 33.14 Feet; thence parallel with and 2600.00 feet West of the East line of said NE4, South 00° 08' 39" West a distance of 200.00; thence along the South line of the North 200 feet of said NE4, South 89° 54' 59" East a distance of 2600.00 feet to the POINT OF BEGINNING,

RESERVING unto the Flood Control District of Maricopa County, a 20-Foot wide Operation and Maintenance Road Easement (O&M) over and across the South 230.00 feet of the Northeast quarter of the Northwest quarter and also the North half of the Northeast quarter of said Section 10.

AND RESERVING unto the Flood Control District of Maricopa County", a Roadway Easement as described In Exhibit "B".

AND RESERVING unto the Flood Control District of Maricopa County", Flowage Easements as described In Exhibits "C1 and C2".

The location and construction of the Reservation herein described are to be mutually agreed upon

between Grantor and Grantee, their successors, and assigns. Any development plan must be submitted to Grantor for Grantor's review and acceptance to ensure permanent easement rights, which acceptance shall not be unreasonably withheld.

SCHEDULE B
SECTION ONE - REQUIREMENTS

Conditions to be met and instruments in insurable form which must be executed, delivered, and duly filed for record:

- 1. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.**
- 2. Record Deed from Flood Control District of Maricopa County to To Come.**

NOTE: See attached tax sheets for the following Parcel Numbers: 212-15-003A and 212-15-004A and 212-15-004B and 212-15-002Q and 212-15-001L.

Chain of Title:

Deed recorded June 10, 1969 as Docket 7645, page 139.

Deed recorded June 10, 1969 as Docket 7645, page 141

Condemnation recorded October 19, 1971 in Docket 9015, page 809

Deed recorded June 8, 1977 in Docket 12261, page 1220

Deed recorded June 24, 2002 as Document No. 2002-640312 (exception from legal)

End of Schedule B Section I

SCHEDULE B
SECTION TWO - EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. **(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.**
2. **Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession of the land.**
3. **Easements, liens or encumbrances or claims thereof, which are not shown by the public records.**
4. **Any encroachments, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.**
6. **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.**
7. **Taxes for the year 2016.**
8. **An easement for electric lines and incidental purposes, recorded in Docket 37, page 333 of Official Records.**
9. **An easement for electric lines and poles and incidental purposes, recorded in Docket 37, page 332 of Official Records.**
10. **An easement for electric lines and poles and incidental purposes, recorded in Docket 168, page 57 of Official Records.**
11. **An easement for transmission lines and incidental purposes, recorded in Docket 4721, page 231 of Official Records.**
12. **All matters as set forth on map recorded in Book 120 of Maps, page 2**
13. **Roadway as set forth in document recorded in Docket 12239, page 240.**

14. An easement for highway purposes and incidental purposes, recorded in Document no. Docket 12306, page 437 of Official Records.
15. The terms, conditions and provisions contained in the document entitled Intergovernmental Agreement recorded July 18, 1990 as Document No. 1990-321845 of Official Records.
16. All matters as set forth on map recorded in Book 494 of Maps, page 13
17. All matters as set forth on map recorded in Book 791 of Maps, page 41
18. An easement for pipeline and incidental purposes, recorded in Document no. 1986-259349 of Official Records.
19. An easement for roadway and incidental purposes, recorded in Document no. 1989-28873 and 1989-28875 of Official Records.
20. An easement for water line and incidental purposes, recorded in Document no. 1989-28874 and 1989-28876 of Official Records.
21. An easement for gas lines and incidental purposes, recorded in Document no. 2001-824686 of Official Records.
22. Easement(s) for underground communication and incidental purposes, recorded in Document no. 2002-496972 of Official Records.
23. An easement for park and incidental purposes, recorded in Document no. 2002-640313 of Official Records.
24. An easement for sewer line and incidental purposes, recorded in Document no. 2006-422301 of Official Records.
25. All matters as set forth on Survey recorded in Book 1191 of Maps, page 4
26. Terms, Conditions and Easements as reserved in Deed recorded _____, in Document No. 2016-_____

End of Schedule B Section II

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
 5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*
-

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The above exceptions will be eliminated from any ALTA Extended Coverage Policy, ALTA Plain Language Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan policy and any short form

versions thereof. However, the same or similar exceptions may be made in Schedule B of those policies in conformity with Schedule B, Section Two, of this Commitment.