

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: RIVER RIDGE RANCH

1. Effective Date: at 8:00 AM

2. Policy or Policies to be issued:

Amount of Insurance

(a) A.L.T.A. Owner's Policy 2006 (Standard)

Proposed Insured:

(b) A.L.T.A. Loan Policy 2006 (Standard)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

Excepting from such estate or interest, any right, title or interest in and to any oil, gas, minerals and mineral rights, any oil and gas leases, together with any rights associated therewith for which no search and examination has been made of the public records.

4. Title to the said estate or interest in said land is at the Effective Date vested in:

5. The land referred to in this Commitment is described as follows:

For information purposes only, the property address is purported to be:

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PART I

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The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

RIVER RIDGE RANCH

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 1, RECORDED AT [MAP NO. 432](#), SEPTEMBER 21, 2000 AT RECEPTION NO. 346033

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 2, RECORDED AT [MAP NO. 439](#), JUNE 21, 2001 AT RECEPTION NO. 349470

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 3, RECORDED AT [MAP NO. 440](#), NOVEMBER 29, 2001 AT RECEPTION NO. 351604

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 4, RECORDED AT [MAP NO. 442](#), APRIL 2, 2002 AT RECEPTION NO. 353283

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 5, RECORDED AT [MAP NO. 446](#), JUNE 17, 2002 AT RECEPTION NO. 354362

PLAT MAP FOR RIVER RIDGE RANCH, PHASE 6, RECORDED AT [MAP NO. 449](#), SEPTEMBER 18, 2002 AT RECEPTION NO. 355478

Declaration of Covenants for River River Ridge Ranch, Phase 1, September 21, 2000 at reception [No. 346034](#), and amendment recorded December 8, 2000 at Reception No. [347007](#), and amended January 17, 2001 at Reception No. [347436](#)

Declaration of Rules and Regulations, recorded January 18, 2001 at Reception No. [347461](#)

Declaration of Protective Covenants for River Ridge Ranch, Phase 2, recorded June 21, 2001 at Reception No. [349471](#)

Declaration of Protective Covenants for River Ridge Ranch, Phase 3, recorded November 30, 2001 at Reception No. [351650](#)

Declaration of Protective Covenants for River Ridge Ranch, Phase 4, recorded April 2, 2002 at Reception No. [353284](#)

Declaration of Protective Covenants for River Ridge Ranch, Phase 5, recorded June 17, 2002 at Reception No. [354366](#)

Declaration of Protective Covenants for River Ridge Ranch, Phase 6, recorded September 18, 2002 at Reception No. [355479](#)

DECLARATION OF PROTECTIVE COVENANTS FOR RIVER RIDGE RANCH, A RESUBDIVISION OF LOTS 4, 7, 8 AND 9 OF CUCHARAS RIVER ESTATES, RECORDED AUGUST 30, 2002 AT [RECEPTION NO. 355261](#)

Right of Way Agreement between Colorado Interstate Gas and Mark Martin Lively, recorded October 22, 1998 at

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Reception No. [336319](#), and an access road agreement, recorded October 22, 1998 at Reception No. [336320](#)

Right of Way Agreement between San Isabel Electric Association and Petroglyph, recorded November 4, 2004 at [Reception No. 365609](#) (TRACT 4, PHASE 3, TRACT 4, PHASE 4, AND LOTS 115 AND 120-127, PHASE 5)

Ratification of Oil and Gas Lease between Searle Ranch and Coltex Petroleum Inc, recorded August 28, 2000 at Reception No. [345701](#)

Surface Use and Right of Way Agreement from Colorado Switzer, LLC and Petroglyph and Rio Cucharas Pipeline Co., recorded August 30, 2000 at reception No. [345752](#)

Common Areas for River Ridge Ranch, recorded on Warranty Deed, June 4, 2003 at Reception No. [358731](#), as recorded on Plat Map No. [432](#)

Line Extension Contract between Colorado Switzer and San Isabel Electric, recorded December 18, 2002 at [Reception No. 356623](#)

Line Extension Contract between Colorado Switzer and San Isabel Electric, recorded February 5, 2003 at [Reception No. 357230](#) (lots 101-131)

Line Extension Contract between San Isabel Electric and Shirley Andexler, recorded April 21, 2003 at [Reception No. 358169](#) (as to lot 115)

Easement between San Isabel Electric Association and Colorado Switzer LLC, recorded July 24, 2002 at [Reception No. 354842](#)(Phase 5 & 6)

Grant of Easement from San Isabel Electric to Petroglyph Operating, recorded November 4, 2004 at [Reception No. 365609](#) (LOTS 120-127 AND 115, PHASE 5)

Line Extension Contract between San Isabel Electric Association and Colorado Switzer, LLC, recorded February 5, 2003 at [Reception No. 357230](#) (LOTS 101-131)

Easement from San Isabel Electric and Colorado Switzer, LLC, recorded July 24, 2002 at [Reception No. 3548242](#) (PHASE 5 & 6)

60 foot wide easement for ingress and egress for use of River Ridge Ranch parcel owners, recorded on Plat Maps.

20 foot wide easement utility easement is set aside on each side of all side and rear lots lines and a 40 foot wide utility easement is hereby set aside on the interior side of all exterior lot lines, as recorded on plat maps.

Electric Lines across lots 69,67,66,64,65,59,32,33,34,35,24,13,14,15,16,5,3,2,1 as recorded on plat map.



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PART II

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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:

1. 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.
2. The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:
3. 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 by making inquiry of persons in possession thereof.
4. Easements or claims of easements, not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or an act 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.

NOTE: To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there may be record evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Colorado Division of Insurance Regulation 3-5-1, Section 7 Paragraph G requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recorded whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

END OF SCHEDULE B II





Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

