

WHEN RECORDED, RETURN TO:

D.R. Horton, Inc.
12351 S. Gateway Park Place #D100
Draper, UT 84020
Attn: Jonathan S. Thornley

Tax Id No.: 32-021-0058

**SPECIAL WARRANTY DEED AND RESERVATION OF SURFACE RIGHTS
(Minerals)**

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received, **D.R. HORTON, INC.**, a Delaware Corporation, (“Grantor”), does hereby convey and warrant against all who claim by, through, or under Grantor to **DRH ENERGY, INC.**, a Colorado corporation (“Grantee”), the following property rights, to the extent not previously reserved or conveyed:

All oil, gas, petroleum, natural gas, coal, lignite and other hydrocarbons by whatever name, uranium, metals (including, without limitation, copper), and all minerals, gases and geothermal energy and geothermal substances and rights, whatsoever (collectively, “Minerals”), already found or which may hereafter be found, under the real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the “Real Property”), together with all ores thereof and other products or materials produced in association therewith and the right to prospect for, mine and remove the Minerals; provided, however, that Grantee may not employ mining methods that destroy the surface of the Real Property or endanger, impair or affect the support for the Real Property or any existing or future improvement thereon. This conveyance also includes all of Grantor’s right, title and interest, if any, in and to the rights, rentals, royalties and other benefits accruing or to accrue under any lease or leases of the Minerals and rights to receive all bonuses, rents, royalties, production payments or monies of any nature accrued in the past or future with respect to the Minerals.

Grantor, for itself and its successors and assigns, hereby reserves and retains in perpetuity for its sole and exclusive use all rights to the surface and thirty feet (30’) below finished grade (collectively, the “Surface”) of all or any portion of the Real Property that is currently subject to a Plat Map (as defined below) for any purpose whatsoever in connection with the development, construction and installation of any existing or future improvements benefiting all or any portion of such property and the use and enjoyment of all or any portion of such property and such improvements. In the event that any portion of the remaining Real Property is ever conveyed by Grantor or its successor or assign to a bona fide third party retail purchaser, on the date Grantor executes a deed for such conveyance, the sole and exclusive use of the Surface of such portion for any purpose whatsoever in connection with the development, construction and installation of any existing or future improvements benefiting all or any portion of such property and the use and enjoyment of all or any portion of such property and such improvements shall revert to

Grantor, its successors and assigns. For purposes hereof, the term "Plat Map" means a final, government-approved subdivision map, plat or site plan for single-family residential or multi-family residential use and including, without limitation, condominium units, whether owner-occupied or held for rent or investment purposes, and apartment projects. Any portion of the Real Property that is made subject to a Plat Map, including any street, common area and any other land included in such map, whether currently or in the future, is referred to herein as a "Lot".

Provided, however, that nothing contained herein shall prevent Grantee from developing and removing any Minerals under the Surface of all or any portion of a Lot by slant drilling, subterranean entry or other means or operations conducted from the Surface of the Real Property which has not been subjected to a Plat Map or any other parcel as to which Grantee may then have rights of surface use or by any other suitable means or methods, provided that Grantee does not endanger, impair or affect the support of all or any portion of the Lots and any existing or future improvements thereon.

The reservation and reversion of the Surface of the Real Property contained in this Special Warranty Deed and the other covenants and agreements of Grantee contained in this Special Warranty Deed are for the benefit of the Grantor and its successors and assigns only. No successor or assign of Grantor shall have the right to enforce any of the terms of this Special Warranty Deed with respect to any portion of the Real Property except the portion of the Real Property owned by such successor or assign. No third party rights are intended to be conferred on any other person or entity and no third party shall have the right to enforce any of the terms of this Special Warranty Deed. The Grantor, or its successors or assigns only with respect to the portion of the Real Property owned by such successor or assign, may waive the reservation or reversion of the Surface or any or all of the covenants or agreements of Grantee contained herein by a written instrument signed by such party.

SUBJECT TO current taxes and assessments; reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, reservations, declarations, obligations, liabilities and other matters as may appear of record, and any matters that would be disclosed by an inspection or accurate ALTA/ACSM survey of the Real Property, Grantor binds itself and its successors to warrant and defend title to the Minerals as against the acts of Grantor and none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 10 day of August, 2020.

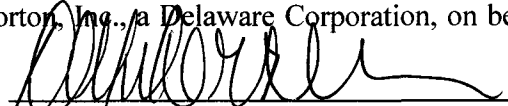
GRANTOR:

D.R. HORTON, INC.,
A Delaware Corporation

Name: Jonathan S. Thornley
Title: Division CFO

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of August, 2020, by Jonathan S. Thornley, the Division CFO of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.



Notary Public

My Commission Expires:
10/18/22

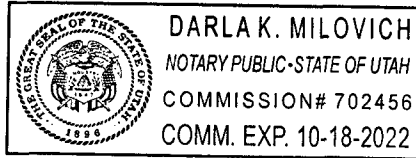


Exhibit A
to the Special Warranty Deed and Reservation of Surface Rights
Legal Description of the Property

That certain real property located in Utah County, Utah, more particularly described as follows:

Proposed PLAT "A", SUMMIT RIDGE TOWNS, being more particularly described as follows:

A portion of the Southeast Quarter of Section 10, and the Northeast Quarter of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of South Ridge Farms Road, said point being located N0°05'18"W along the Section Line 149.69 feet and East 6.45 feet from the Southeast Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along said right-of-way line the following two (2) courses: S87°18'00"W 51.91 feet; thence along the arc of a 640.00 foot radius curve to the left 13.81 feet through a central angle of 1°14'10" (chord: S86°40'55"W 13.81 feet); thence northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: N46°10'29"W) 11.50 feet through a central angle of 43°54'49" (chord: N21°52'07"E 11.22 feet); thence N0°05'18"W 270.91 feet; thence N89°17'18"W 228.82 feet; thence S0°42'42"W 20.00 feet; thence N89°17'18"W 181.00 feet; thence N0°42'42"E 20.00 feet; thence N89°17'18"W 78.53 feet; thence N0°42'42"E 57.96 feet; thence N89°17'18"W 194.20 feet; thence North 77°47'12" West 16.43 feet; thence North 85°02'14" West 192.00 feet; thence North 85°01'53" West 26.75 feet; thence North 85°35'20" West 176.49 feet; thence South 77°44'48" West 111.00 feet; thence South 56°49'44" West 116.27 feet; thence South 34°15'23" West 162.41 feet; thence East 80.17 feet; thence South 55.00 feet; thence West 84.62 feet; thence South 138.35 feet; thence South 06°47'36" East 135.42 feet; thence South 17°16'40" East 141.11 feet; thence South 72°43'20" West 63.59 feet; thence South 17°16'40" East 52.36 feet; thence South 72°43'20" West 13.00 feet; thence South 17°16'40" East 208.27 feet to the North line of Summit Ridge Parkway; thence along said line Southwesterly along the arc of a 2060.00 foot radius non-tangent curve to the left (radius bears: South 16°13'50" East) 62.00 feet through a central angle of 01°43'28" (chord: South 72°54'26" West 62.00 feet); thence North 17°16'40" West 193.25 feet; thence along the arc of a 15.00 foot radius curve to the left 23.89 feet through a central angle of 91°14'13" (chord: North 62°53'46" West 21.44 feet); thence North 16°36'12" West 55.03 feet; thence Northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: North 18°30'53" West) 23.24 feet through a central angle of 88°45'47" (chord: North 27°06'14" East 20.98 feet); thence North 17°16'40" West 89.18 feet; thence along the arc of a 731.00 foot radius curve to the right 33.06 feet through a central angle of 02°35'29" (chord: North 15°58'55" West 33.06 feet); thence along the arc of a 15.00 foot radius curve to the left 24.56 feet through a central angle of 93°49'42" (chord: North 61°36'02" West 21.91 feet); thence North 07°35'20" West 56.02 feet; thence Northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: North 18°30'53" West) 20.84 feet through a central angle of 79°35'20" (chord: North 31°41'27" East 19.20 feet); thence along the arc of a 731.00 foot radius curve to the right 61.26 feet through a central angle of 04°48'06" (chord: North 05°42'10" West 61.24 feet); thence South 87°07'45" West 13.00 feet; thence Northwesterly along the arc of a 744.00 foot radius non-tangent curve to

the right (radius bears: North $86^{\circ}42'20''$ East) 42.78 feet through a central angle of $03^{\circ}17'40''$ (chord: North $01^{\circ}38'50''$ West 42.77 feet); thence North 52.43 feet; thence West 184.15 feet; thence North 77.00 feet; thence West 22.00 feet; thence North 55.00 feet; thence Northeasterly along the arc of a 15.00 foot radius non-tangent curve to the left (radius bears: North) 23.56 feet through a central angle of $90^{\circ}00'00''$ (chord: North $45^{\circ}00'00''$ East 21.21 feet); thence East 55.00 feet; thence North 7.52 feet; thence East 13.00 feet; thence North 234.83 feet; thence East 305.64 feet; thence Northeasterly along the arc of a 456.00 foot radius non-tangent curve to the right (radius bears: South $38^{\circ}55'30''$ East) 4.82 feet through a central angle of $00^{\circ}36'21''$ (chord: North $51^{\circ}22'41''$ East 4.82 feet); thence along the arc of a 15.00 foot radius curve to the left 22.21 feet through a central angle of $84^{\circ}49'23''$ (chord: North $09^{\circ}16'10''$ East 20.23 feet); thence North $33^{\circ}08'31''$ West 8.59 feet; thence along the arc of a 102.50 foot radius curve to the right 37.12 feet through a central angle of $20^{\circ}45'05''$ (chord: North $22^{\circ}45'59''$ West 36.92 feet); thence North $70^{\circ}46'42''$ East 55.86 feet; thence East 12.86 feet; thence North 44.31 feet; thence North $70^{\circ}16'39''$ East 117.24 feet; thence North $83^{\circ}16'29''$ East 115.05 feet; thence South $85^{\circ}02'14''$ East 123.56 feet; thence East 68.00 feet; thence South 54.21 feet; thence along the arc of a 177.50 foot radius curve to the right 13.09 feet through a central angle of $04^{\circ}13'30''$ (chord: South $02^{\circ}06'45''$ West 13.09 feet); thence South $85^{\circ}35'45''$ East 152.93 feet; thence North 53.22 feet; thence East 270.99 feet; thence South $87^{\circ}16'29''$ East 11.66 feet); thence North $87^{\circ}39'13''$ East 120.00 feet; thence North $74^{\circ}52'38''$ East 14.82 feet; thence East 379.41 feet; thence South $00^{\circ}05'18''$ East along the section line 555.80 feet; thence along the arc of a 15.00 foot radius curve to the left 14.46 feet through a central angle of $55^{\circ}14'07''$ (chord: South $27^{\circ}42'22''$ East 13.91 feet) to the point of beginning.