

**WHEN RECORDED, RETURN TO:**

Ted Harbour, Esq.  
DRH Energy, Inc.  
D.R. Horton Tower  
301 Commerce Street, Suite 500  
Fort Worth, TX 76102

Tax ID Numbers: 11-016-0036

**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 22 day of January, 2016.

GRANTOR:

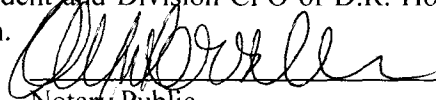
D.R. HORTON, INC.,  
A Delaware Corporation



Name: Jonathan S. Thornley  
Title: Assistant Vice President/Division CFO

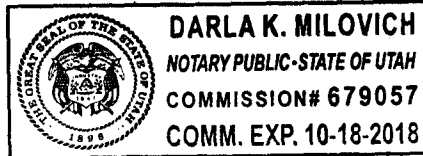
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22 day of January, 2016, by Jonathan S. Thornley, the Assistant Vice President and Division CFO of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires:

10/18/18



**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 SKYE ESTATES PHASE 2 FINAL PLAT, being more particularly described as follows:

Beginning at the Northwest corner of Lot 101, Skye Estates Phase 1 Plat (Entry No. 6644:2014, Map No. 14139, recorded January 30, 2014 in the Utah County Recorder's office), said point also being North 00°21'21" East (along the section line) 866.71 feet and West 487.52 feet from the Southeast corner of Section 22, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence along the boundary line of said Skye Estates Phase 1 Plat the following ten (10) courses: 1) South 16°38'25" West 146.12 feet; 2) South 73°15'01" East 7.84 feet; 3) Southeasterly 27.05 feet along the arc of a 17.00 foot tangent radius curve to the right (chord bears South 27°32'57" East 24.29 feet); 4) South 18°02'33" West 92.98 feet; 5) Southwesterly 23.25 feet along the arc of a 15.00 foot tangent radius curve to the right (chord bears South 62°27'08" West 20.99 feet); 6) Northwesterly 235.05 feet along the arc of a 1926.00 foot tangent radius curve to the left (chord bears North 76°38'05" West 234.91 feet); 7) North 40°54'44" West 130.47 feet; 8) North 24°10'29" West 73.42 feet; 9) North 17°53'21" West 78.87 feet; 10) North 24°18'49" West 81.05 feet; thence leaving said Phase 1 boundary, North 63°36'27" East 175.15 feet; thence South 26°23'33" East 19.63 feet; thence North 66°45'51" East 590.21 feet; thence North 89°53'41" East 81.21 feet; thence North 00°21'21" East 14.02 feet; thence South 89°38'39" East 173.00 feet to a point on the Skye Estates Phase 4 Subdivision boundary (Entry No. 90005:2014, Map No. 14450, recorded December 15, 2014 in the Utah County Recorder's office); thence along said Phase 4 boundary the following three (3) courses: 1) South 00°21'21" West 84.48 feet; 2) South 17°47'09" East 111.45 feet; 3) South 27°02'03" East 50.08 feet to the Northeast corner of Lot 106 of the said Phase 1 Plat; thence along the boundary line of said Skye Estates Phase 1 Plat the following five (5) courses: 1) South 62°57'57" West 173.00 feet; 2) North 27°02'03" West 39.74 feet; 3) Northwesterly 12.46 feet along the arc of a 525.00 foot tangent radius curve to the right (chord bears North 26°21'15" West 12.46 feet); 4) South 66°45'51" West 344.83 feet; 5) South 79°19'16" West 52.73 feet to the point of beginning.