

10144713
 6/26/2007 3:40:00 PM \$88.00
 Book - 9483 Pg - 2452-2456
 Gary W. Ott
 Recorder, Salt Lake County, UT
 SURETY TITLE
 BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

Mark Karnes, Esq.
 DRH Energy, Inc.
 D.R. Horton Tower
 301 Commerce Street, Suite 500
 Fort Worth, TX 76102A

APN: 33-05-200-048

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 Lots (as defined below) for any purpose whatsoever in connection with the development, construction and installation of any existing or future improvements benefiting the Lots and the use and enjoyment of the Lots and such improvements; provided, however, Grantee may enter upon the Surface of a Lot to develop and remove Minerals by any suitable means or method (other than as proscribed above) prior to the date that a deed is recorded in the land records of the county where the Lot is located conveying the Lot from Grantor or its successor or assign to a bona fide third party retail purchaser, and, provided, further, that nothing contained herein shall prevent Grantee from developing and removing any Minerals under the Surface of a Lot by slant drilling, subterranean entry or other means or operations conducted from the Surface of the Real Property (other than the Lots) 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 Surface of the Lots or any existing or future improvements thereon. For purposes hereof, the term "Lots" means any portion of the Real Property that is now or hereafter subject to a final, government-approved subdivision map, plat or site plan for single-family residential or multi-family residential use, including all streets, common areas and any other lands included in such map, plat or site plan, and including, without limitation, condominium units, whether owner-occupied or held for rent or investment purposes, and apartment projects.

The reservation of the Surface of the Lots contained in this Deed and the other covenants and agreements of Grantee contained in this 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 Agreement 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 Agreement. 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 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.

[Signatures on following page.]

EXHIBIT "A"

Beginning at a point on the Southerly Right-of-Way Line of Chamonix Way, said point being S89°49'00"E 1039.46 feet along the Section Line and South 1335.56 feet from the North Quarter Corner of Section 5, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence the following eight courses along said Southerly Right-of-Way Line: (1) N89°37'39"E 31.48 feet; (2) thence Northeasterly 47.19 feet along the arc of a 233.00 foot radius curve to the left, chord bears N83°49'33"E 47.11 feet; (3) thence Northeasterly 61.50 feet along the arc of a 146.13 foot radius curve to the left, chord bears N67°39'52"E 61.05 feet; (4) thence Northeasterly 18.18 feet along the arc of a 230.00 foot radius curve to the left, chord bears N60°37'28"E 18.18 feet; (5) thence Northeasterly 11.10 feet along the arc of a 230.00 feet radius curve to the left, chord bears N56°58'37"E 11.10 feet; (6) thence Northeasterly 108.70 feet along the arc of a 170.00 foot radius curve to the right, chord bears N72°53'20"E 101.08 feet; (7) thence S89°49'00"E 113.33 feet; (8) thence Northeasterly 156.24 feet along the arc of a 180.00 foot radius curve to the left, chord bears N65°19'00"E 151.38 feet to a Southeasterly Corner of Rose Creek Crossing Phase 3 Subdivision; thence the following three courses along the Southerly Boundary Line of said Rose Creek Crossing Phase 3 Subdivision: (1) Northeasterly 19.51 feet along the arc of a 15.00 foot radius curve to the right, chord bears N77°42'29"E 18.16 feet; (2) thence S65°02'01"E 28.91 feet; (3) thence Southeasterly 110.76 feet along the arc of a 300.00 foot radius curve to the left, chord bears S75°36'36"E 110.13 feet; thence S30°56'40"W 108.58 feet; thence N89°57'26"W 77.28 feet; thence S22°00'00"W 173.25 feet; thence S15°37'00"E 541.85 feet; thence S30°36'00"W 480.69 feet to the Northerly Right-of-Way Line of Bangerter Highway; thence the following two courses along said Northerly Right-of-Way Line: (1) N76°45'36"W 280.58 feet; (2) thence N71°39'00"W 244.67 feet to the Southeast Corner of Rose Creek Crossing Phase 4 Subdivision; thence the following four courses along the Easterly Boundary Line of said Rose Creek Crossing Phase 4 Subdivision: (1) N18°21'00"E 190.70 feet; (2) thence N07°16'14"E 61.14 feet; (3) thence N18°21'00"E 203.18 feet; (4) thence N01°23'11"E 513.34 feet to the point of beginning.

Contains 14.269 Acres

Sidwell No. 33-05-200-048

LESS AND EXCEPTING THE FOLLOWING PARCELS:

Lot 41	Sidwell No. 33-05-254-021
Lot 44	Sidwell No. 33-05-254-024
Lot 45	Sidwell No. 33-05-254-025
Lot 46	Sidwell No. 33-05-254-026
Lot 47	Sidwell No. 33-05-254-027
Lot 48	Sidwell No. 33-05-254-028
Lot 52	Sidwell No. 33-05-254-032
Lot 53	Sidwell No. 33-05-254-033
Lot 56	Sidwell No. 33-05-254-036
Lot 57	Sidwell No. 33-05-254-020
Lot 61	Sidwell No. 33-05-251-053
Lot 65	Sidwell No. 33-05-251-057
Lot 68	Sidwell No. 33-05-251-060
Lot 72	Sidwell No. 33-05-251-064

Lot 73 Sidwell No. 33-05-251-052
Lot 75 Sidwell No. 33-05-251-050
Lot 76 Sidwell No. 33-05-251-049
Lot 77 Sidwell No. 33-05-251-048
Lot 80 Sidwell No. 33-05-251-045
Lot 81 Sidwell No. 33-05-251-044
Lot 82 Sidwell No. 33-05-251-043
Lot 83 Sidwell No. 33-05-251-042
Lot 84 Sidwell No. 33-05-251-041
Lot 85 Sidwell No. 33-05-251-040
Lot 87 Sidwell No. 33-05-251-038
Lot 88 Sidwell No. 33-05-251-037
Lot 89 Sidwell No. 33-05-251-036
Lot 90 Sidwell No. 33-05-251-035
Lot 91 Sidwell No. 33-05-251-034
Lot 92 Sidwell No. 33-05-251-033