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1/10/2014 4:08:00 PM \$63.00  
Book - 10204 Pg - 8116-8119  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**WHEN RECORDED, RETURN TO:**

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

**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-

Division Code: 26000  
Villages at Rosecrest

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<sup>th</sup> day of January, 2014.

**GRANTOR:**


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



Name: Boyd A. Martin  
Title: Division CEO

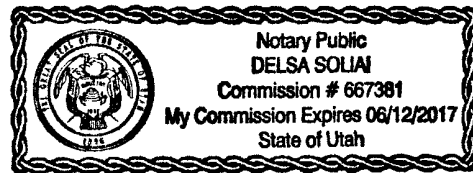
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2014, by Boyd A. Martin, the Division CEO of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

  
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Notary Public

My Commission Expires:

06/12/2017



## EXHIBIT A

Unit No. 2, Building 26, Units 1 through 3, Building 59, Units 1 through 5, Building 74, Unit 4, Building 76, Units 3 and 4, Building 77, Units 1 through 4, Building 78, Units 1, 2, and 4, Building 79, Units 1 through 4, Building 80, Units 1 and 5, Building 81, Units 1 through 3, Building 160, Units 1 through 4, Building 162, and Buildings 60 through 73, contained within the ROSECREST VILLAGE P.U.D. PLAT 3 AMENDED 6, Amending Buildings 26, 59 thru 81, 160 and 162 and Amending Rosecrest Village Plat 1, a Planned Unit Development, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 11622101 in Book 2013P at Page 69, and in the Declaration of Covenants, Conditions and Restrictions of Rosecrest Village Townhomes recorded in Salt Lake County, Utah as Entry No. 9916077 in Book 9383 at Page 7780 (as said Map and Declaration may be amended and/or supplemented).

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions.

SUBJECT TO: such perpetual easements and rights of ingress and egress on, over, under, through and across the lot which are associated with the utilities and private streets in said development.

Parcel Nos. 32-12-256-002, 32-12-335-015 through 32-12-335-017, 32-12-256-008 through 32-12-256-012, 32-12-256-013 through 32-12-256-016, 32-12-185-022, 32-12-185-018 and 32-12-185-019, 32-12-185-014 through 32-12-185-017, 32-12-185-010, 32-12-185-012 and 32-12-185-013, 32-12-185-001 through 32-12-185-004, 32-12-185-005 and 32-12-185-009, 32-12-335-018 through 32-12-335-020, and 32-12-336-001 through 32-12-336-004