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Book - 10208 Pg - 4293-4296
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

61120 - DP

SPECIAL WARRANTY DEED AND RESERVATION OF SURFACE RIGHTS

27-17-326-006,004 (Minerals)
27-17-377-012

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
Rushton Meadows

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 28 day of January, 2014.

GRANTOR:

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

[Signature]
Name: ~~Boyd A. Martin~~ Jonathan S. Thornley
Title: ~~President~~ Assistant Vice President

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

The foregoing instrument was acknowledged before me this 28 day of January, 2014, by ~~Boyd A. Martin~~, the ~~President~~ of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation. Jonathan S. Thornley ~~Assistant Vice President~~ Assistant Vice President

[Signature]
Notary Public

My Commission Expires:
10/18/14

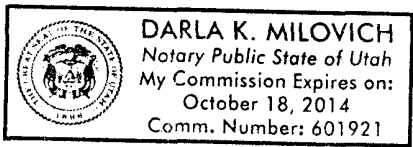


EXHIBIT A

Proposed RUSHTON MEADOWS TOWNHOMES PHASE 1, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Bangerter Highway, said point also being South 00°02'06" East 773.31 feet along the section line and West 149.54 feet from the center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°02'20" East 26.62 feet along the Westerly right-of-way line of said Bangerter Highway; thence Southwesterly 320.06 feet along the arc of a 2,795.74 foot radius curve to the right (center bears South 89°57'41" West and the chord bears South 03°14'28" West 319.88 feet with a central angle of 06°33'33") along the Westerly right-of-way line of said Bangerter Highway; thence North 83°28'46" West 45.85 feet; thence North 89°57'04" West 283.99 feet; thence South 21°44'44" East 28.00 feet; thence South 68°15'16" West 7.49 feet; thence South 21°47'37" East 43.35 feet; thence South 68°12'23" West 142.50 feet; thence North 22°45'43" West 114.66 feet; thence North 20°51'37" West 160.87 feet; thence North 20°14'24" West 105.23 feet; thence North 14°00'43" West 75.51 feet; thence North 09°07'35" West 0.65 feet; thence North 88°07'35" East 79.58 feet; thence Southeasterly 24.97 feet along the arc of a 17.00 foot radius curve to the right (center bears South 01°52'25" East and chord bears South 49°48'03" East 22.78 feet with a central angle of 84°08'45"); thence South 07°43'40" East 9.56 feet; thence North 82°16'20" East 53.00 feet; thence Northeasterly 30.06 feet along the arc of a 17.00 foot radius curve to the right (center bears North 82°10'10" East and the chord bears North 42°49'05" East 26.29 feet with a central angle of 101°17'50"); thence South 89°57'04" East 251.50 feet; thence Southeasterly 24.55 feet along the arc of a 17.00 foot radius curve to the right (center bears South 00°02'56" West and the chord bears South 48°34'50" East 22.47 feet with a central angle of 82°44'28"); thence South 07°12'36" East 12.00 feet; thence North 82°47'24" East 55.00 feet; thence North 07°12'36" West 49.35 feet; thence North 89°57'54" East 130.02 feet to the point of beginning.

Proposed RUSHTON MEADOWS TOWNHOMES PHASE 2, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Bangerter Highway, said point also being South 00°02'06" East 1,119.30 feet along the section line and West 167.82 feet from the center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence Southerly 712.77 feet along the arc of a 2,795.74 foot radius curve to the right (center bears North 83°28'46" West and the chord bears South 13°49'27" West 710.84 feet with a central angle of 14°36'27") along the Westerly right-of-way line of said Bangerter Highway; thence North 68°52'19" West 288.12 feet; thence North 26°20'37" East 145.59 feet; thence North 13°31'08" East 66.84 feet; thence North 04°24'22" West 67.67 feet; thence North 20°20'55" West 176.59 feet; thence North 22°45'43" West 44.89 feet; thence North 68°12'23" East 142.50 feet; thence North 21°47'37" West 43.35 feet; thence North 68°15'16" East 7.49 feet; thence North 21°44'44" West 28.00 feet; thence South 89°57'04" East 283.99 feet; thence South 83°28'46" East 45.85 feet to the point of beginning.