

**WHEN RECORDED, RETURN TO:**

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

E 2496134 B 4909 P 2033-2037  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/25/2009 4:10:00 PM  
FEE \$36.00 Pgs: 5  
DEP eCASH REC'D FOR PROVO LAND TITLE

**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(n) 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 4 day of November, 2009.

GRANTOR:

D.R. Horton, Inc. a Delaware corporation  
By: [Signature]  
Name: William E. Mayer  
Title: Vice President

ACKNOWLEDGMENT

State of California  
County of Ventura )

On November 4, 2009 before me, Amy L. Weaver, Notary Public  
(insert name and title of the officer)

personally appeared William E. Mayer  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Signature] (Seal)

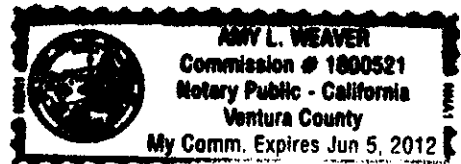
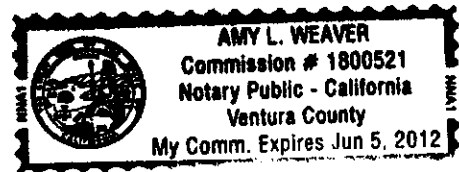
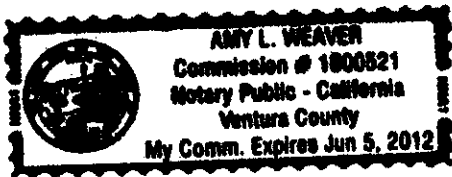


Exhibit "A"

Lots 201, 202, 203, 212, 215, Farmington Greens P.U.D., Phase 2A, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

Lots 226, 227, 228, 229, 230, 231, 239, 240, 245, 246, 248, 256, Farmington Greens P.U.D., Phase 2B, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

Lots 265, 266, Farmington Greens P.U.D., Phase 2C, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and as an accommodation only to the parties named therein. Provo Land Title Co. hereby expressly disclaims any responsibility or liability for the accuracy thereof.

Tax Serial Numbers

84300201  
84300202  
84300203  
84300212  
84300215

84570226  
84570227  
84570228  
84570229  
84570230  
84570231  
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84260265  
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