

**WHEN RECORDED, RETURN TO:**

Ted Harbour, Esq.  
DRH Energy, Inc.  
D.R. Horton Tower  
1341 Horton Circle  
Arlington, TX 76011

Tax Id No.: 58-036-0062

**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 31 day of May, 2019.

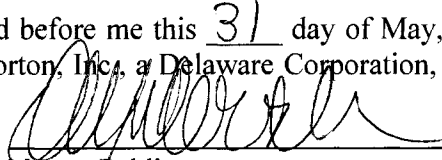
**GRANTOR:**

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

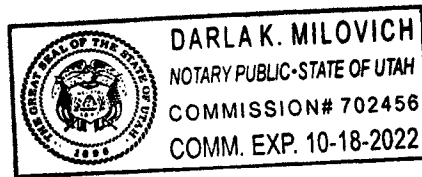
\_\_\_\_\_  
Name: Jonathan S. Thornley  
Title: Division CFO

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

The foregoing instrument was acknowledged before me this 31 day of May, 2019, by Jonathan S. Thornley, the Division CFO of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
10/18/22



**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:

All of that real property described in Deed Entry No. 122739:2007, located in the Southeast quarter of Section 24, Township 5 South, Range 1 West and the Southwest quarter of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Saratoga Springs, Utah County, Utah, being more particularly described by survey as follows:

Beginning at a rebar and cap (Wilson) marking the Northeast corner of that real property described in Deed Entry No. 36827:1992, also being at a fence corner located South 00°10'34" East along the section line 638.09 feet and East 211.62 feet from the East quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along said real property the following four (4) courses: South 00°37'00" West along the Westerly right-of-way line of Saratoga Road 351.94 feet to a fence corner; thence South 89°59'27" West along a fence line 673.86 feet; thence North 02°03'24" West along an existing fence 30.00 feet; thence North 00°02'34" East along an existing fence 130.29 feet; thence continuing along an existing fence line the following six (6) courses: North 02°10'00" West 189.93 feet; thence South 89°08'00" East 218.29 feet; thence South 89°52'00" East 103.93 feet; thence North 89°51'00" East 193.61 feet; thence North 87°40'00" East 59.82 feet; thence North 88°40'00" East 110.27 feet to the point of beginning.

Tax Id No.: 58-036-0062