

**WHEN RECORDED, RETURN TO:**

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

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2/26/2015 12:04:00 PM \$19.00  
Book - 10299 Pg - 5698-5702  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

**SPECIAL WARRANTY DEED AND RESERVATION OF SURFACE RIGHTS  
(Minerals)**

**Sidwell Numbers:**

27-25-305-049	27-25-305-048	27-25-305-047	27-25-305-046
27-25-305-045	27-25-305-044	27-25-305-043	27-25-305-042
27-25-305-041	27-25-305-040	27-25-305-039	27-25-305-038
27-25-305-001	27-25-305-002	27-25-305-003	27-25-305-004
27-25-305-005	27-25-305-006	27-25-305-007	27-25-305-008
27-25-305-009	27-25-305-010	27-25-330-001	27-25-330-002
27-25-330-003	27-25-330-004	27-25-330-005	27-25-330-006
27-25-330-007	27-25-330-008	27-25-330-009	27-25-330-010
27-25-330-011	27-25-330-012	27-25-330-013	27-25-330-014
27-25-330-015	27-25-330-016	27-25-330-017	27-25-330-018
27-25-330-019	27-25-330-020	27-25-305-058	27-25-305-057
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27-25-305-035	27-25-305-036	27-25-305-037	27-25-305-033
27-25-305-032	27-25-305-031	27-25-305-030	27-25-305-029
27-25-305-028	27-25-305-020	27-25-305-021	27-25-305-022
27-25-305-023	27-25-305-024	27-25-305-025	27-25-305-026
27-25-305-027	27-25-305-019	27-25-305-018	27-25-305-017
27-25-305-016	27-25-305-015	27-25-305-014	27-25-305-013
27-25-305-012	27-25-305-011	27-25-305-059	

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Sidwell Numbers:

**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

Division Code: 26000  
Galena Park

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.

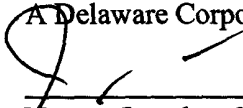
The reservation and reversion of the Surface of the Real Property contained in this Special Warranty Deed and the other covenants and agreements of Grantee contained in this Special Warranty Deed are for the benefit of the Grantor and its successors and assigns only. No successor or assign of Grantor 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 25 day of February, 2015.

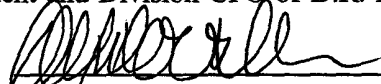
**GRANTOR:**

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

  
\_\_\_\_\_  
Name: Jonathan S. Thornley  
Title: Assistant Vice President/Division CFO

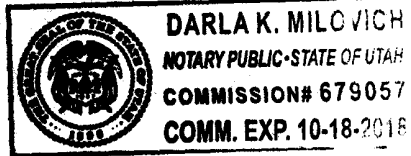
STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 25 day of February, 2015, by Jonathan S. Thornley, the Assistant Vice President and Division CFO of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

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

My Commission Expires:

10/18/18



**Exhibit A**  
to the Special Warranty Deed and Reservation of Surface Rights  
**Legal Description of the Property**

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

A parcel of land located in the Southwest quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the Southern-most corner of Galena Park Office Condominiums as recorded in Book 2010P at Page 101 in the Salt Lake County Recorder's office, said point being also on the Northeasterly right-of-way line of Galena Park Drive, said point being also South 00°04'44" East 262.96 feet, along the section line, and East 792.00 feet from the West quarter corner of said Section 25 and running thence along the boundary line of said Galena Park Office Condominiums, the following two (2) courses: (1) North 00°05'11" West 97.27 feet, (2) North 89°45'10" East 114.67 feet; thence North 00°05'11" West 119.09 feet to the South boundary line of Sunset at Draper Ridge Subdivision Phase 2, as recorded in Book 2006P at Page 65 in the Salt Lake County Recorder's office; thence along said Southerly boundary line and the Southerly boundary line of Sunset at Draper Ridge Subdivision Phase 2 Amended, as recorded in Book 2006P at Page 392 in the Salt Lake County Recorder's office, North 89°45'13" East 578.02 feet to the Westerly right-of-way line of the Utah Transit Authority Railroad; thence along said Westerly right-of-way line of the Utah Transit Authority Railroad, the following four (4) courses: (1) South 05°19'10" West 12.80 feet, (2) South 00°15'20" East 217.90 feet, (3) South 89°44'40" West 9.00 feet, (4) South 00°15'20" East 525.63 feet; thence West 275.55 feet; thence North 01°21'27" West 85.69 feet to the Southerly boundary line of the Bunderson Investments Property as recorded as Map No. S2006-08-0706 in the Salt Lake County Surveyor's office; thence along said Southerly boundary line, South 89°59'52" West 160.42 feet to the Easterly right-of-way line of Galena Park Drive; thence along said Easterly right-of-way line the following two (2) courses: (1) Northwesterly 350.23 feet along the arc of a 735.97 foot radius curve to the left, chord bears North 24°14'54" West 346.94 feet; (2) North 37°52'54" West 171.02 feet to the point of beginning.

LESS AND EXCEPTING therefrom a parcel of land located in the Southwest Quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the West Line of the PacifiCorp property, as recorded in that certain Warranty Deed, Entry No. 1175215 in Book 715 at Page 17 in the Salt Lake County Recorder's Office, said point being also S00°04'44"E 822.93 feet, along the Section Line, and East 1201.76 feet from the West Quarter Corner of said Section 25; and running thence, along said West Line, N01°21'27"W (PacifiCorp Deed = N01°51'00"W) 23.00 feet; thence East 275.55 feet to the Westerly Right-of-Way Line of the Utah Transit Authority Railroad; thence, along said Westerly Right-of-Way Line of the Utah Transit Authority Railroad, S00°15'20"E 23.00 feet, thence West 275.11 to the Point of Beginning.