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1/13/2017 2:41:00 PM \$21.00
Book - 10520 Pg - 7051-7055
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

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

Tax ID Numbers: 26-25-401-002, 26-25-401-003 and 26-25-400-066

**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

Division Code: 26000
Miller Crossing

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.

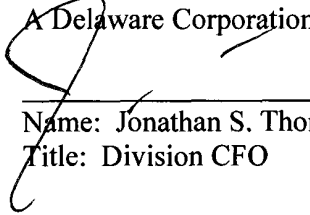
The reservation and reversion of the Surface of the Real Property contained in this Special Warranty Deed and the other covenants and agreements of Grantee contained in this Special Warranty Deed are for the benefit of the Grantor and its successors and assigns only. No successor or assign of Grantor 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 12 day of January, 2017.

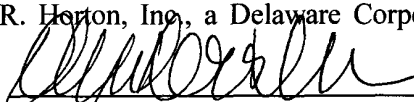
GRANTOR:

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 12 day of January, 2017, 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:
10/18/18

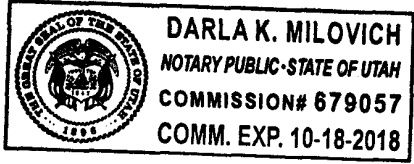


Exhibit A
to the Special Warranty Deed and Reservation of Surface Rights
Legal Description of the Property

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

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:

Proposed MILLER CROSSING POD 7, PHASE 1 SUBDIVISION, being more particularly described as follows:

Beginning at a point being South 89°52'44" East 2,625.58 feet along the section line and North 1,319.98 feet from the Southwest corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°10'06" West 156.81 feet; thence North 89°49'54" East 0.78 feet; thence North 02°20'09" West 265.13 feet; thence North 09°45'14" West 71.40 feet; thence North 25°20'41" West 79.69 feet; thence North 36°54'31" West 40.98 feet; thence Northeasterly 78.76 feet along the arc of a 1,533.00 foot radius curve to the left (center bears North 36°54'31" West and the chord bears North 51°37'11" East 78.75 feet with a central angle of 02°56'37"); thence North 50°08'52" East 193.71 feet; thence South 39°50'55" East 891.37 feet; thence Southeasterly 47.39 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 38°54'50" East 47.39 feet with a central angle of 01°52'35"); thence South 53°04'25" West 205.33 feet; thence Northwesterly 22.95 feet along the arc of a 773.50 foot radius curve to the left (center bears South 51°50'52" West and the chord bears North 39°00'08" West 22.95 feet with a central angle of 01°42'00"); thence North 39°51'08" West 80.38 feet; thence Southwesterly 78.72 feet along the arc of a 182.20 foot radius curve to the right (center bears North 38°29'28" West and the chord bears South 63°53'11" West 78.11 feet with a central angle of 24°45'17"); thence North 37°35'30" West 121.58 feet; thence South 75°23'27" West 151.81 feet; thence South 85°00'27" West 122.34 feet; thence South 64°46'33" West 42.19 feet; thence North 89°53'03" West 48.71 feet to the point of beginning.

TOGETHER WITH the terms and conditions as more specifically stated in that certain Access and Soil Deposit License Agreement recorded January 5, 2017 as Entry No. 12449213 in Book 10518 at Page 3511, and re-recorded January 11, 2017 as Entry No. 12451765 in Book 10519 at Page 5475 of Official Records, and in that certain Access and Soil Deposit License Agreement recorded January 13, 2017 as Entry No. 12453777 in Book 10520 at Page 3761.

ALSO TOGETHER WITH the terms and conditions as more specifically stated in that certain Storm Drain Line and Retention Basin Easement Agreement recorded January 5, 2017 as Entry No. 12449215 in Book 10518 at Page 3525, and in that certain Partial Assignment of Storm Drain Line and Retention Basin Easement Agreement recorded January 13, 2017 as Entry No. 12453779 in Book 10520 at Page 3777 of Official Records.

ALSO TOGETHER WITH the terms and conditions as more specifically stated in that certain Storm Drain Line and Retention Basin Easement Agreement recorded January 5, 2017 as Entry No. 12449216 in Book 10518 at Page 3544, and in that certain Partial Assignment of Storm Drain Line and Retention Basin Easement Agreement recorded January 13, 2017 as Entry No. 12453780 in Book 10520 at Page 3783 of Official Records.

ALSO TOGETHER WITH the terms and conditions as more specifically stated in that certain Access and Utility Easement recorded January 13, 2017 as Entry No. 12453778 in Book 10520 at Page 3771 of Official Records.

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