

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: 66:418:0001, 66:418:0003, 66:418:0004, 66:418:0101 through 66: 418:0160

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.

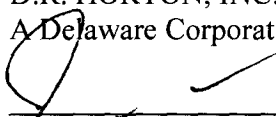
The reservation and reversion of the Surface of the Real Property contained in this Special Warranty Deed and the other covenants and agreements of Grantee contained in this Special Warranty Deed are for the benefit of the Grantor and its successors and assigns only. No successor or assign of Grantor 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 25 day of February, 2014.

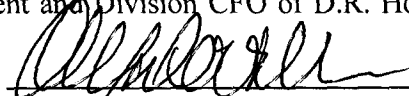
GRANTOR:

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, 2014, 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:
10/18/14

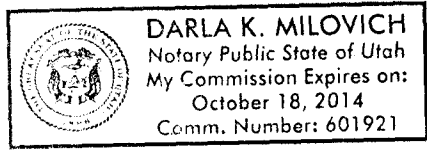


Exhibit A

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:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°52'52" WEST, ALONG THE SECTION LINE, 1230.93 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°07'27" EAST 709.90 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTHEASTERLY 23.60 FEET ALONG THE ARC OF A 15.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 44°58'27" EAST 21.24 FEET; THENCE SOUTH 89°52'27" EAST 35.06 FEET; THENCE SOUTH 83°29'07" EAST 40.44 FEET; THENCE SOUTH 89°52'27" EAST 32.06 FEET; THENCE SOUTHEASTERLY 107.39 FEET ALONG THE ARC OF A 1926.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 88°16'37" EAST 107.38 FEET); THENCE NORTH 00°00'38" EAST 270.95 FEET; THENCE NORTH 30°02'42" WEST 16.12 FEET; THENCE NORTH 89°59'22" WEST 221.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES; (1) NORTH 00°07'27" EAST 141.03 FEET; (2) NORTHWESTERLY 45.37 FEET ALONG THE ARC OF A 697.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 01°44'27" WEST 45.36 FEET); THENCE LEAVING SAID EAST RIGHT OF WAY LINE NORTH 66°45'51" EAST 112.53 FEET; THENCE SOUTH 47°23'09" EAST 82.22 FEET; THENCE SOUTH 35°24'56" EAST 123.18 FEET; THENCE SOUTH 29°46'33" EAST 81.14 FEET; THENCE SOUTH 24°18'49" EAST 81.05 FEET; THENCE SOUTH 17°53'21" EAST 78.87 FEET; THENCE SOUTH 24°10'29" EAST 73.42 FEET; THENCE SOUTH 40°54'44" EAST 130.47 FEET; THENCE SOUTHEASTERLY 235.05 FEET ALONG THE ARC OF A 1926.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 76°38'05" EAST 234.91 FEET; THENCE NORTHEASTERLY 23.25 FEET ALONG THE ARC OF A 15.00 RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 62°27'06" EAST 20.99 FEET); THENCE NORTH 18°02'33" EAST 92.98 FEET; THENCE NORTHWESTERLY 27.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 27°32'57" WEST 24.29 FEET); THENCE NORTH 73°15'01" WEST 7.84 FEET; THENCE NORTH 16°38'25" EAST 146.12 FEET; THENCE NORTH 79°19'16" EAST 52.73 FEET; THENCE NORTH 66°45'51" EAST 344.83 FEET; THENCE SOUTHEASTERLY 12.46 FEET ALONG THE ARC OF A 525.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH

26°21'15" EAST 12.46 FEET); THENCE SOUTH 27°02'03" EAST 39.74 FEET;
THENCE NORTH 62°57'57" EAST 173.00 FEET; THENCE SOUTH 27°02'03"
EAST 454.09 FEET; THENCE NORTH 64°05'21" EAST 334.09 FEET;
THENCE SOUTH 25°54'39" EAST 52.00 FEET; THENCE SOUTH 35°30'39"
EAST 93.31 FEET; THENCE SOUTH 34°53'16" EAST 85.33 FEET; THENCE
SOUTH 26°20'41" EAST 73.85 FEET; THENCE SOUTH 11°21'04" EAST
70.96 FEET; THENCE SOUTH 03°37'51" WEST 69.71 FEET; THENCE
SOUTH 04°41'59" WEST 85.26 FEET; THENCE SOUTH 00°13'46" WEST
103.00 FEET; THENCE SOUTH 89°46'14" EAST 85.16 FEET; THENCE
SOUTH 00°13'46" WEST 203.00 FEET TO A POINT ON THE SOUTH LINE
OF SECTION 23; THENCE NORTH 89°46'14" WEST ALONG THE SOUTH
LINE OF SAID SECTION 23, 816.14 FEET TO THE SOUTHEAST CORNER
OF SAID SECTION 22 AND THE POINT OF BEGINNING.

CONTAINS 37.10 ACRES MORE OF LESS