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ADAM GARDINER
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 No.: 26-25-401-005, 26-25-401-006, 26-25-401-007, 26-25-451-001 and 26-25-451-002

**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

Division Code: 26000
Encore at Miller Crossing

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 14 day of June, 2018.

GRANTOR:

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

BA Martin

Name: Boyd A. Martin

Title: Division President & V.P.

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

The foregoing instrument was acknowledged before me this 14 day of June, 2018, by Boyd A. Martin, the Division President of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

10/18/18

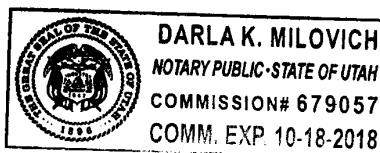


Exhibit A
to the Special Warranty Deed and Reservation of Surface Rights
Legal Description of the Property

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

Proposed ENCORE AT MILLER CROSSING PHASE 2A, being more particularly described as follows:

Beginning at a point being South 89°52'58" East 56.34 feet along the section line and North 740.43 feet from the South quarter corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 04°53'04" West 581.77 feet; thence North 64°46'33" East 42.19 feet; thence North 85°00'27" East 122.34 feet; thence North 75°23'27" East 151.81 feet; thence South 37°35'30" East 121.58 feet; thence Northeasterly 78.72 feet along the arc of a 182.20 foot radius curve to the left (center bears North 13°44'10" West and the chord bears North 63°53'11" East 78.11 feet with a central angle of 24°45'17"); thence South 39°51'08" East 80.38 feet; thence Southeasterly 22.95 feet along the arc of a 773.50 foot radius curve to the right (center bears South 50°08'52" West and the chord bears South 39°00'08" East 22.95 feet with a central angle of 01°42'00"); thence North 53°04'25" East 205.33 feet; thence Southeasterly 53.78 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 52°01'27" West and the chord bears South 36°54'40" East 53.78 feet with a central angle of 02°07'46"); thence Southwesterly 6.95 feet along the arc of a 31.00 foot radius curve to the left (center bears South 24°05'01" East and the chord bears South 59°29'42" West 6.93 feet with a central angle of 12°50'34"); thence South 53°04'25" West 194.60 feet; thence Northwesterly 24.28 feet along the arc of a 356.33 foot radius curve to the left (center bears South 56°49'02" West and the chord bears North 35°08'05" West 24.28 feet with a central angle of 03°54'15"); thence South 65°05'57" West 120.69 feet; thence South 84°52'16" West 299.69 feet; thence South 04°53'04" East 53.88 feet; thence Southeasterly 21.41 feet along the arc of a 24.00 foot radius curve to the left (center bears North 85°06'56" East and the chord bears South 30°26'06" East 20.70 feet with a central angle of 51°06'03"); thence South 34°00'53" West 4.00 feet; thence Southeasterly 19.13 feet along the arc of a 28.00 foot radius curve to the left (center bears North 34°00'53" East and the chord bears South 75°33'24" East 18.76 feet with a central angle of 39°08'33"); thence South 04°30'44" East 34.00 feet; thence Southwesterly 37.60 feet along the arc of a 24.00 foot radius curve to the left (center bears South 05°07'41" East and the chord bears South 39°59'38" West 33.87 feet with a central angle of 89°45'24"); thence South 04°53'04" East 119.43 feet; thence Southeasterly 37.80 feet along the arc of a 24.00 foot radius curve to the left (center bears North 85°06'56" East and the chord bears South 50°00'22" East 34.01 feet with a central angle of 90°14'36"); thence South 05°07'41" East 34.00 feet; thence South 84°52'19" West 18.31 feet; thence Southwesterly 23.50 feet along the arc of a 15.00 foot radius curve to the left (center bears South 05°07'41" East and the chord bears South 39°59'38" West 21.17 feet with a central angle of 89°45'24"); thence South 04°53'04" East 66.06 feet; thence South 84°52'19" West 106.00 feet to the point of beginning.

PARCEL 2:

Proposed ENCORE AT MILLER CROSSING PHASE 2B, being more particularly described as follows:

Beginning at a point being South 89°52'58" East 161.92 feet along the section line and North 750.12 feet from the South quarter corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 04°53'04" West 66.06 feet; thence Northeasterly 23.50 feet along the arc of a 15.00 foot radius curve to the right (center bears North 85°06'56" East and the chord bears North 39°59'38" East 21.17 feet with a central angle of 89°45'24"); thence North 84°52'19" East 18.31 feet; thence North 05°07'41" West 34.00 feet; thence Northwesterly 37.80 feet along the arc of a 24.00 foot radius curve to the right (center bears North 05°07'41" West and the chord bears North 50°00'22" West 34.01 feet with a central angle of 90°14'36"); thence North 04°53'04" West 119.43 feet; thence Northeasterly 37.60 feet along the arc of a 24.00 foot radius curve to the right (center bears North 85°06'56" East and the chord bears North 39°59'38" East 33.87 feet with a central angle of 89°45'24"); thence North 04°30'44" West 34.00 feet; thence Northwesterly 19.13 feet along the arc of a 28.00 foot

radius curve to the right (center bears North 05°07'41" West and the chord bears North 75°33'24" West 18.76 feet with a central angle of 39°08'33"); thence North 34°00'53" East 4.00 feet; thence Northwesterly 21.41 feet along the arc of a 24.00 foot radius curve to the right (center bears North 34°00'53" East and the chord bears North 30°26'06" West 20.70 feet with a central angle of 51°06'03"); thence North 04°53'04" West 53.88 feet; thence North 84°52'16" East 299.69 feet; thence North 65°05'57" East 120.69 feet; thence Southeasterly 24.28 feet along the arc of a 778.00 foot radius curve to the right (center bears South 53°58'17" West and the chord bears South 35°08'05" East 24.28 feet with a central angle of 01°47'16"); thence North 53°04'25" East 194.60 feet; thence Northeasterly 6.95 feet along the arc of a 31.00 foot radius curve to the right (center bears South 36°55'58" East and the chord bears North 59°29'42" East 6.93 feet with a central angle of 12°50'34"); thence Southeasterly 559.57 feet along the arc of a 1,447.00 foot radius curve to the right (center bears South 54°09'13" West and the chord bears South 24°46'04" East 556.09 feet with a central angle of 22°09'25"); thence South 84°52'19" West 794.67 feet to the point of beginning.

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