

WHEN RECORDED, RETURN TO:

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

E 2500923 B 4925 P 957-960
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/21/2009 2:00:00 PM
FEE \$57.00 Pgs: 4
DEP eCASH REC'D FOR HIGHLAND TITLE AGENCY IN

APN: 08-463-0321 through 0334
~~08-463-0338 through 0364~~

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 Lots (as defined below) for any purpose whatsoever in connection with the development, construction and installation of any existing or future improvements benefiting the Lots and the use and enjoyment of the Lots and such improvements; provided, however, Grantee may enter upon the Surface of a Lot to develop and remove Minerals by any suitable means or method (other than as proscribed above) prior to the date that a deed is recorded in the land records of the county where the Lot is located conveying the Lot from Grantor or its successor or assign to a bona fide third party retail purchaser, and, provided, further, that nothing contained herein shall prevent Grantee from developing and removing any Minerals under the Surface of a Lot by slant drilling, subterranean entry or other means or operations conducted from the Surface of the Real Property (other than the Lots) 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 Surface of the Lots or any existing or future improvements thereon. For purposes hereof, the term "Lots" means any portion of the Real Property that is now or hereafter subject to a final, government-approved subdivision map, plat or site plan for single-family residential or multi-family residential use, including all streets, common areas and any other lands included in such map, plat or site plan, and including, without limitation, condominium units, whether owner-occupied or held for rent or investment purposes, and apartment projects.

The reservation of the Surface of the Lots contained in this Deed and the other covenants and agreements of Grantee contained in this 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 Agreement 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 Agreement. 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 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.

[Signatures on following page.]

Exhibit 'A'

Legal Description

File No: 16734

Lots 321 through 334 and Lots 338 through 364, THE VILLAGE AT OLD FARM P.U.D.-
PHASE 3, AMENDING "THE VILLAGE AT OLD FARM P.U.D. PHASE 2", according to the
official plat thereof recorded in the office of the Davis County Recorder, Utah.

New Serial Nos. 08-463-0321-0334 and 08-463-0338-0364