

WHEN RECORDED, RETURN TO:

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

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 6th day of February, 2013.

GRANTOR:

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

Boyd A. Martin

Name: Boyd A. Martin
Title: Division President

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

The foregoing instrument was acknowledged before me this 6th day of February, 2013, by Boyd A. Martin, the Division President of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation.

Delisa Solari

Notary Public

My Commission Expires:

06/05/2013

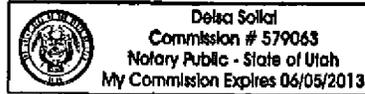


Exhibit 'A'

Legal Description

File No: 24646ALL

PART OF THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 28, AND 27 RESPECTIVELY, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS (THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°49'55" WEST 2660.73 FEET AS MEASURED ON THE GROUND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28):

BEGINNING AT A POINT OF RECORD ON THE NORTH BOUNDARY OF SOUTH WEBER DRIVE, A 60 FOOT ROAD, SAID POINT BEING LOCATED NORTH 0°22'00" EAST 769.44 FEET (BY RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION 28 AND RUNNING THENCE NORTH 86°15'00" WEST ALONG THE NORTH LINE OF SAID SOUTH WEBER DRIVE 91.59 FEET; THENCE NORTHEASTERLY 32.72 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 93°45'00" (CHORD BEARS NORTH 46°52'30" EAST 29.19 FEET); THENCE NORTH 82.22 FEET; THENCE NORTHEASTERLY 128.17 FEET ALONG THE ARC OF A 365.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°07'12" (CHORD BEARS NORTH 10°03'35" EAST 127.51 FEET); THENCE NORTHEASTERLY 70.72 FEET ALONG THE ARC OF A 215.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°50'51" (CHORD BEARS NORTH 10°41'45" EAST 70.41 FEET); THENCE NORTH 01°16'20" EAST ALONG AN EXISTING FENCE LINE 68.95 FEET TO THE PROPERTY DESCRIBED IN BOOK 654, PAGE 887; THENCE NORTH 67°41'28" WEST 25.81 FEET; THENCE NORTH 74°31'10" WEST 71.35 FEET TO A BOUNDARY LINE AGREEMENT RECORDED IN BOOK 3165, PAGE 77; THENCE NORTH 84°09'05" WEST ALONG SAID BOUNDARY LINE AGREEMENT 364.26 FEET TO A POINT LOCATED NORTH 00°57'50" WEST 9.71 FEET FROM THE NORTHEAST CORNER OF LOT 5 OF THE BOUCHARD SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN BOOK 3274, PAGE 378 THE FOLLOWING (3) COURSES TO THE NORTHERLY LINE OF SAID BOUCHARD SUBDIVISION: (1) SOUTH 86°11'10" WEST 79.66 FEET, (2) SOUTH 77°27'48" WEST 35.09 FEET, & (3) SOUTH 62°12'24" WEST 169.11 FEET; THENCE NORTH 81°50'35" WEST ALONG THE NORTH LINE OF SAID BOUCHARD SUBDIVISION 200.96 FEET TO A BOUNDARY LINE AGREEMENT RECORDED IN BOOK 3274, PAGE 380; THENCE NORTH 00°22'00" EAST ALONG SAID BOUNDARY LINE AGREEMENT 883.02 FEET TO A POINT ON THE SOUTHERLY LINE OF INTERSTATE HIGHWAY 84; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF SAID INTERSTATE HIGHWAY THE FOLLOWING (3) COURSES TO AN EXISTING FENCE LINE: (1) SOUTHEASTERLY 1107.59 FEET ALONG THE ARC OF A 2994.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°11'25" (CHORD BEARS SOUTH 63°49'16" EAST 1101.30 FEET) TO A POINT LOCATED 130.00 FEET SOUTH 15°35'01" WEST ON A LINE PERPENDICULAR TO THE EAST BOUNDARY SURVEY LINE OF SAID I-84 AT STATION 211+00 AS DEPICTED ON THE OFFICIAL RIGHT OF WAY MAP OF THE UDOT FOR PROJECT NUMBER I-80N-6(7)46, ON SHEET 11, (2) SOUTH 82°49'30" EAST 323.92 FEET TO A POINT LOCATED 100.00 FEET SOUTH 09°22'44" WEST ON A LINE PERPENDICULAR TO SAID EAST BOUNDARY SURVEY LINE OF SAID I-84 AT STATION 214+10.24, & (3) SOUTHEASTERLY

505.31 FEET ALONG A SPIRAL CURVE TO THE LEFT WHICH IS OFFSET 100 FEET SOUTHERLY FROM SAID EAST BOUNDARY SURVEY LINE OF INTERSTATE HIGHWAY 84, FOR WHICH THE SPIRAL CURVE DATA AS GIVEN ON SAID OFFICIAL RIGHT OF WAY MAP AS BEGINNING AT ENGINEER'S STATION 214+10.24 AT A POINT OF TRANSITION FROM CONCENTRIC CURVE TO SPIRAL CURVE, AT WHICH POINT SAID CONCENTRIC CURVE HAS A RADIUS OF 2864.79 FEET, A SPIRAL LENGTH OF 1100 FEET, & A SPIRAL ANGLE OF 11°00'00" (CHORD BEARS SOUTH 84°47'54" EAST 504.933 FEET) TO A POINT LOCATED SOUTH 01°44'23" WEST 100 FEET SOUTHERLY PERPENDICULAR TO SAID SURVEY LINE AT ENGINEER'S STATION 219+02.22; THENCE SOUTHERLY ALONG AN EXISTING FENCE LINE THE FOLLOWING 5 COURSES: (1) SOUTH 00°04'13" WEST 100.65 FEET, SOUTH 00°50'44" WEST 109.63 FEET, SOUTH 00°17'36" WEST 106.85 FEET, SOUTH 00°44'19" WEST 88.58 FEET TO AN EXISTING FENCE CORNER, AND SOUTH 02°57'32" WEST ALONG THE EXTENSION OF SAID FENCE LINE 4.39 FEET TO THE NORTH LINE OF AN EXISTING DITCH AND A POINT ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & THE MCKNIGHTS; THENCE SOUTHWESTERLY ALONG SAID BOUNDARY LINE AGREEMENT & THE NORTH LINE OF A DITCH THE FOLLOWING (3) COURSES: (1) SOUTH 84°17'48" WEST 20.42 FEET, (2) SOUTH 79°44'17" WEST 56.71 FEET, & (3) SOUTH 82°06'19" WEST 15.60 FEET; THENCE NORTH 02°24'41" WEST 0.14 FEET TO A POINT ON THE NORTH LINE OF SAID DITCH, SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & SMITH RECORDED AS ENTRY # 2339112, BOOK 4463, PAGE 482-485; THENCE SOUTH 83°30'04" WEST ALONG SAID AGREEMENT 100.42 FEET TO A POINT LOCATED 4 FEET NORTH OF AN EXISTING DITCH (MORE OR LESS), SAID POINT BEING ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & POLL RECORDED AS ENTRY # 2339111, BOOK 4463, PAGE 477-481; THENCE SOUTH 83°30'00" WEST ALONG SAID AGREEMENT 90.31 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & DAVIES RECORDED AS ENTRY # 2339115, BOOK 4463, PAGE 494-497; THENCE SOUTHWESTERLY ALONG SAID AGREEMENT THE FOLLOWING (2) COURSES: (1) SOUTH 87°30'00" WEST 93.45 FEET, & (2) SOUTH 00°22'00" WEST 27.87 FEET TO A POINT ON AN EXISTING FENCE LINE, SAID POINT BEING ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & NIBLSON RECORDED AS ENTRY # 2339113, BOOK 4463, PAGE 486-489; THENCE SOUTHWESTERLY ALONG SAID FENCE LINE & SAID AGREEMENT THE FOLLOWING (3) COURSES: (1) SOUTH 71°17'59" WEST 66.90 FEET, (2) SOUTH 70°46'58" WEST 24.76 FEET, & (3) SOUTH 72°07'39" WEST 22.21 FEET TO A POINT ON A BOUNDARY LINE AGREEMENT BETWEEN COTTONWOOD COVE, LLC & HADLBY RECORDED AS ENTRY #2339114, BOOK 4463, PAGE 490-493; THENCE SOUTHWESTERLY & NORTHWESTERLY ALONG SAID FENCE LINE & SAID AGREEMENT THE FOLLOWING (4) COURSES: (1) SOUTH 82°05'24" WEST 14.32 FEET, (2) NORTH 83°19'25" WEST 7.06 FEET, (3) NORTH 79°21'39" WEST 36.18 FEET, & (4) NORTH 70°02'03" WEST 68.67 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING DITCH, SAID POINT BEING ON A BOUNDARY LINE AGREEMENT RECORDED BETWEEN COTTONWOOD COVE, LLC & STARK AS ENTRY # 2339117, BOOK 4463, PAGE 502-505; THENCE NORTHWESTERLY ALONG SAID NORTH LINE & AGREEMENT THE FOLLOWING (4) COURSES: (1) NORTH 65°18'10" WEST 85.30 FEET, (2) NORTH 59°00'59" WEST 42.34 FEET, (3) NORTH 66°26'33" WEST 21.44 FEET, & (4) NORTH 53°44'29" WEST 15.81 FEET; THENCE SOUTH 07°32'46" EAST 9.34 FEET TO THE CENTERLINE OF THE EXISTING DITCH; THENCE SOUTH 04°07'58" EAST 60.22 FEET; THENCE SOUTH 03°41'22" WEST 103.88 FEET; THENCE NORTH 87°10'49" WEST ALONG SAID AGREEMENT 112.38 FEET TO THE RECORD EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00°22'00" WEST

ALONG SAID RECORD SECTION LINE 40.70 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY 23.44 FEET ALONG THE ARC OF A 1007.91 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $01^{\circ}19'56''$ (CHORD BEARS SOUTH $05^{\circ}25'01''$ EAST 23.44 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $06^{\circ}05'00''$ EAST 28.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 22.53 FEET ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $61^{\circ}28'41''$ (CHORD BEARS SOUTH $36^{\circ}49'20''$ EAST 21.47 FEET) TO THE NORTH LINE OF SAID SOUTH WEBER DRIVE; THENCE NORTH $86^{\circ}15'00''$ WEST ALONG THE NORTH LINE OF SAID SOUTH WEBER DRIVE 18.55 FEET TO THE POINT OF BEGINNING.

BEING THE PROPOSED PLAT OF COTTONWOOD COVE SUBDIVISION.

Tax Parcel Nos.:

13-011-0155
13-021-0126
13-021-0138
13-021-0139