

20091118000429490 1/5 \$43.00
Shelby Cnty Judge of Probate, AL
11/18/2009 01:29:50 PM FILED/CERT

AFTER RECORDING RETURN TO:

Mark Karnes, Esq.
D.R. Horton, Inc.
D.R. Horton Tower
301 Commerce Street, Suite 500
Fort Worth, TX 76102

Shelby County, AL 11/18/2009

State of Alabama

Deed Tax : \$20.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DEED – MINERALS, RESOURCES AND GROUNDWATER
(With Rights of Ingress and Egress)

THIS CONVEYANCE IS MADE SOLELY FOR THE PURPOSE OF CORRECTING AN EARLIER DEED - MINERALS, RESOURCES AND GROUNDWATER DATED AUGUST 21, 2007, AND RECORDED ON AUGUST 23, 2007, IN BOOK LR200714, PAGE 12801 IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA (THE "PRIOR DEED"). THE PRIOR DEED INCORRECTLY DESCRIBED THE PROPERTY AS BEING LOCATED IN JEFFERSON COUNTY, ALABAMA; HOWEVER, THE PROPERTY IS LOCATED IN SHELBY COUNTY, ALABAMA.

D.R. Horton, Inc. - Birmingham, an Alabama corporation whose mailing address is 301 Commerce Street, Suite 500, Fort Worth, Texas 76102, Attn: Mark Karnes ("Grantor"), for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, does GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND DELIVER unto **DRH Energy, Inc.**, a Colorado corporation whose mailing address is 301 Commerce Street, Suite 500, Fort Worth, Texas 76102, Attn: Mark Karnes ("Grantee"), all of Grantor's rights, title and interests in and to all of the following:

- (a) all subsurface rights, including but not limited to, any hydrocarbons of whatever name or type, all metals and any and all other minerals, gases and substances of whatever name or type, geothermal energy and geothermal substances and rights, all aluminum, asphalt, barite, basalt, beryllium, bismuth, bentonite, clays, brines, bromine, caliche, celestite, cement, clay, coal, copper, diatomite, dolomite, evaporates, feldspar, fluorspar, gas, gemstones, gold, gravel, greensand, gypsum, helium, hydrogen, iron, lead, lime, limestone, lignite, magnesite, magnesium, manganese, mercury, mica, mineral water, molybdenum, natural gas, nitrates, novaculite, oil, oyster, peat, perlite, petroleum, phosphate, potash, polyhalite, pumicite, salt, shell, silver, sulfur, talc, tin, titanium, topaz, tripoli, turquoise, uranium, vermiculite, zeolites and zinc that now or in the future that are located in whole or in part, in, on, and under, and/or that may be produced from, the Property, together with all ores thereof and other products or materials produced therefrom or in association therewith (the "Minerals and Resources"); and
- (b) to the extent permitted by law, all subsurface rights, including but not limited to, groundwater and other subsurface water of any and every type, kind, category or nature whatsoever, separately, mixed or combined with any other substance,

found beneath the surface of the earth (whether referred to or categorized as ground water, underground water, reclaimed water, percolating ground water, moisture in soils or other substances, underflow of streams or underground streams) (the "Groundwater");

now or in the future that are located in whole or in part, in, on, and under, and/or that may be produced from, that certain real property (the "Property") described on **Exhibit "A"** attached hereto and incorporated herein by reference. The Minerals and Resources and the Groundwater are collectively referred to herein as the "Minerals, Resources and Groundwater."

TO HAVE AND TO HOLD the Minerals, Resources and Groundwater, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, and the right of ingress, egress and possession of the surface of the Property at all times for the purposes of exploring, studying, mining, drilling and operating for said Minerals, Resources and Groundwater and the construction, installation and maintenance of well sites, facilities and means necessary or convenient for producing, developing, withdrawing, capturing, pumping, treating, storing and transporting the Minerals, Resources and Groundwater, including, without limitation, the right to develop or produce the Minerals, Resources and Groundwater by pooling, unitization or by directional drilling under the Property from well sites located on the Property or other land, unto Grantee, Grantee's successors and assigns, forever.

And Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Minerals, Resources and Groundwater unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, and under Grantor, but not otherwise.

Grantor further covenants and agrees that the real and personal property rights, title and interests in and to the Groundwater in and under the Property are to be vested solely, exclusively and absolutely in Grantee, specifically including all rights and benefits accruing from historical production, use and usage, and any and all permits, licenses or other governmental approvals that now or hereafter pertain or accrue to such Groundwater ownership, production and use.

If this Deed is hereafter determined or statutorily limited or regulated to cover a lesser interest in the Groundwater in all or part of said Property or if applicable laws, regulations, or rules result in a proportionate reduction in ownership of Groundwater, then, solely in that event, the vested rights of any Grantor in Groundwater which are not covered hereby shall be held, used and exercised by such Grantor in a usufruct for the exclusive benefit of Grantee, its successors and assigns.

This Deed shall also include, and there is hereby included and conveyed for the purposes and consideration herein stated, all the Minerals, Resources and Groundwater owned and claimed by Grantor adjacent or contiguous to the Property, or located within the county or counties in which the Property is situated, whether in the same or different surveys.

20091118000429490 3/5 \$43.00
Shelby Cnty Judge of Probate, AL
11/18/2009 01:29:50 PM FILED/CERT

This conveyance is made subject to any and all matters of record in the county in which the Property is situated, including, without limitation, all prior reservations and conveyances of minerals, resources, royalties, groundwater and other interests affecting all or any part of the Minerals, Resources and Groundwater, to the extent the same are valid and subsisting and affect the Minerals, Resources and Groundwater.

This conveyance is further made subject to any valid and subsisting lease or leases affecting the Minerals, Resources and Groundwater or any portion thereof; notwithstanding the foregoing, by executing this Deed Grantor has sold, transferred, assigned, conveyed and by these presents does sell, transfer, assign and convey unto Grantee, its successors and assigns, 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 said lease or leases.

Grantee is to receive all bonuses, rents, royalties, production payments or monies of any nature accrued in the past or future with respect to the Minerals, Resources and Groundwater. This conveyance is also a transfer of production payments and pooled acreage benefits to Grantee. Grantee is hereby authorized to sign all documents as Grantor's attorney-in-fact for the transfer of ownership, production payments, interests, and revenues heretofore or hereafter due to Grantor.

Grantor agrees that Grantee shall have the right at any time to redeem for Grantor by payment any mortgage, taxes, or other liens on the Minerals, Resources and Groundwater, upon default in payment by Grantor, and Grantee shall thereupon be subrogated to the rights of the holder thereof.

EXECUTED as of the date of the acknowledgement set forth below.

GRANTOR:

D.R. Horton, Inc.-Birmingham,
an Alabama corporation

By:



Andrew J. Hancock
Division Vice President

ACKNOWLEDGEMENT ON FOLLOWING PAGE

20091118000429490 4/5 \$43.00
Shelby Cnty Judge of Probate, AL
11/18/2009 01:29:50 PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew J. Hancock whose name as Division Vice President of D.R. Horton, Inc.-Birmingham, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 30th day of October, 2009.

Donna L. Wilson
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: Notary Public, State At Large, Alabama
My Commission Expires February 11, 2012



20091118000429490 5/5 \$43.00
Shelby Cnty Judge of Probate, AL
11/18/2009 01:29:50 PM FILED/CERT

EXHIBIT "A"

Legal Description of the Property

All those Common Areas identified on the Subdivision Map of Belvedere Cove, Phase 1 as "Common Area (Lake)," "Common Area (Park)," "Common Area (Clubhouse, Pool and Parking)" and "Common Area," such Subdivision Map being recorded in Map Book 35, Page 45-A and 45-B in the Office of the Judge of Probate of Shelby County, Alabama; and

That certain Common Area identified on the Subdivision Map of Belvedere Cove, Phase 3 as "Common Area," such Subdivision Map being recorded in Map Book 36, Page 113 in the Office of the Judge of Probate of Shelby County, Alabama.