WHEN RECORDED, MAIL TO:

11529897 12/6/2012 10:47:00 AM \$17.00 Book - 10084 Pg - 9622-9625 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 4 P.

Suburban Land Reserve, Inc. Attn: Matt Baldwin 51 S. Main St., Suite 500 Salt Lake City, UT 84111

Parcel No. 14-32-451-004-0000

SPECIAL WARRANTY DEED

In consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Grantor"), hereby conveys and warrants, against all claiming by, through, or under it (and no others), to SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantee"), all right, title and interest in and to the real property located in Salt Lake County, Utah, and described as follows:

See Exhibit A attached hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, all of Grantor's rights, if any, in: (i) buildings, structures, fixtures, signs, and other improvements and landscaping of every kind and nature presently situated on, in, under or about the Property; and (ii) all right, title and interest of Grantor in and to all mineral and subsurface rights of any and every kind.

SUBJECT TO current taxes and assessments and to the reservations, easements, covenants, conditions, restrictions, and all other rights or interests of record or enforceable at law or equity.

NO WATER, water rights, or stock in water companies of any kind whatsoever are conveyed in connection with this grant of the Property, and Grantor hereby reserves all such water, water rights and/or stock in water companies for itself, whether or not same are currently used on, appurtenant to, or associated with the Property.

FURTHER, Grantor hereby conveys the Property "AS IS, WHERE IS," and "WITH ALL FAULTS," without any warranties, except as contained herein, express or implied, including, without limitation, any statements, representations or warranties concerning the state, use or condition, habitability, fitness for a particular purpose or merchantability of the Property.

Grantee acknowledges for Grantee and Grantee's successors and assigns that Grantee is acquiring the Property based upon Grantee's own investigation and inspection thereof. Grantee

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agrees that it has examined and investigated the Property and has relied solely on its own examinations and investigations in acquiring the Property.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations, partnerships, limited liability companies, or limited liability partnerships, and their and each of their respective successors in interest and assigns, successors in trust and permitted assigns, heirs, executors, personal representatives, administrators and assigns, according to the context thereof.

[signature and acknowledgment are on the following page]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 27 day of September, 2012.

Grantor: KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Name: Roman McGowan-Jackson Title: Vice-President of Systainable

Development

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

The foregoing instrument was acknowledged before me this 21th day of September, 2012, by Rowan McGowan-Jackson, the Vice-President of Sustainable Development of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

NOTARY PUBLIC LAke County Wash
Residing at: Alt Lake County Wash

My Commission Expires:

11-12-2014

CHEREE N. FINAN
Notary Public
State of Utah
Comm. No. 601067
My Comm. Expires Nov 12, 2014

EXHIBIT A

(Legal Description of the Property)

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

BEGINNING AT THE SOUTH QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00° 08' 25" EAST 1695.65 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 88° 42' 37" EAST 1106.70 FEET; THENCE SOUTH 13° 02' 03" EAST 113.53 FEET; THENCE SOUTH 88° 42' 37" EAST 835.80 FEET; THENCE SOUTH 00° 01' 56" WEST 885.84 FEET; THENCE SOUTH 89° 52' 00" EAST 660.00 FEET; THENCE SOUTH 00° 01' 56" WEST 660.06 FEET, MORE OR LESS, TO THE SECTION LINE; THENCE NORTH 89° 52' 00" WEST 2630.90 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. LESS EXISTING STREETS. ALSO LESS AND EXCEPTING THE PROPERTY CONVEYED TO DAUGHTERS OF UTAH PIONEERS (TAX ID NO. 14-32-451-002).

LESS AND EXCEPTING THAT PORTION CONVEYED UNDER QUIT-CLAIM DEED RECORDED APRIL 14, 1954 AS ENTRY NO. 1368158 IN BOOK 1079 AT PAGE 92, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN IRON STAKE WHICH IS EAST 50 FEET, MORE OR LESS, AND NORTH 412.7 FEET, MORE OR LESS, FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SOUTH LAKE BASE AND MERIDIAN, THENCE EAST 90 FEET, THENCE NORTH 75 FEET, THENCE WEST 90 FEET, THENCE SOUTH 75 FEET TO POINT OF BEGINNING CONTAINING .15 ACRES.

JP Dept 27, 2012