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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: SLR, DEPUTY - WI 8 P.

WHEN RECORDED RETURN TO:

Kennecott Utah Copper LLC  
4700 Daybreak Parkway  
South Jordan City, Utah 84095  
Attn: Lynn Cardey-Yates

*Space above for County Recorder's Use*

### DRILLING PROHIBITION AGREEMENT

THIS DRILLING PROHIBITION AGREEMENT (the "Agreement") is made effective this 28<sup>th</sup> day of September, 2012, by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("KUC") (SLR and KUC are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

A. SLR, KUC, and Property Reserve, Inc., a Utah non-profit corporation are parties to that certain (i) Real Property Purchase, Sale and Exchange Agreement with an Effective Date of June 20, 2011, that certain (ii) First Amendment to Real Property Purchase, Sale and Exchange Agreement dated June 30, 2011, (iii) that certain Second Amendment to Real Property Purchase, Sale and Exchange Agreement dated July 15, 2011; (iv) that certain Third Amendment to Real Property Purchase, Sale and Exchange Agreement dated August 12, 2011; (v) that certain Fourth Amendment to Real Property Purchase, Sale and Exchange Agreement dated September 6, 2011; (vi) that certain Fifth Amendment to Real Property Purchase, Sale and Exchange Agreement dated October 6, 2011; (vii) that certain Sixth Amendment to Real Property Purchase, Sale and Exchange Agreement dated June 15, 2012; and (viii) that certain Seventh Amendment to Real Property Purchase, Sale and Exchange Agreement dated September 27<sup>th</sup> 2012 (collectively, the "Exchange Agreement"), regarding certain real properties situated in Salt Lake County, State of Utah.

B. Pursuant to the Exchange Agreement, SLR is acquiring from KUC certain real property located in Salt Lake County, Utah (the "SLR Property"), more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. SLR has agreed to prohibit the drilling of wells on the SLR Property pursuant to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

1. Drilling Prohibition. SLR covenants and agrees for itself, and its successors and assigns that: (a) SLR and its successors and assigns shall not drill any well that would extract, or is capable of extracting, water on the SLR Property (the "Well Prohibition Covenant"); (b) SLR and its successors and assigns will insert the Well Prohibition Covenant or incorporate such covenant by reference to this Agreement, in any subsequent deed or other legal instrument by which SLR or its successors and assigns divest themselves of any interest in the SLR Property (the "Subsequent Transfer Covenant"); (c) the Well Prohibition and Subsequent Transfer



reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.

5. Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

6. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns.

8. No Relationship. The Parties shall not, by this Agreement nor by any act of either Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

9. No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

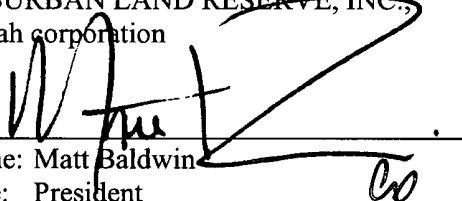
10. Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

11. Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

12. Counterparts. This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

SLR: SUBURBAN LAND RESERVE, INC.,  
a Utah corporation  
By:   
Name: Matt Baldwin  
Title: President

KUC: KENNECOTT UTAH COPPER LLC,  
a Utah limited liability company  
By: \_\_\_\_\_  
Name: Rowan McGowan-Jackson  
Title: Vice-President of Sustainable Development

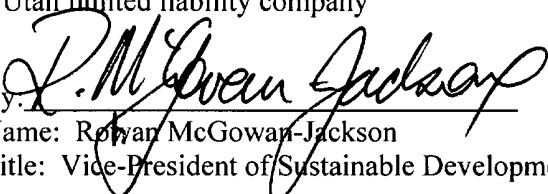
[ACKNOWLEDGMENTS PROVIDED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

SLR: SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_  
Name: Matt Baldwin  
Title: President

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

By:   
Name: Ryan McGowan-Jackson  
Title: Vice-President of Sustainable Development

[ACKNOWLEDGMENTS PROVIDED ON FOLLOWING PAGES]

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

The foregoing instrument was acknowledged before me this \_\_\_\_ 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  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 21 day of September, 2012, by Matt Baldwin, the President of SUBURBAN LAND RESERVE, INC., a Utah corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Utah

My Commission Expires:

9/29/12

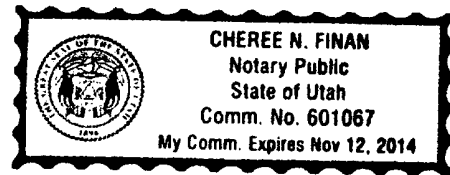


STATE OF UTAH )  
 )  
:SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2012, by ~~Rob~~an McGowan-Jackson, the Vice-President of Sustainable Development of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Cheree N. Finan  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
11-12-2014



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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2012, by Matt Baldwin, the President of SUBURBAN LAND RESERVE, INC., a Utah corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**  
**(Legal Description of the SLR Property)**

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



**GREAT BASIN**  
**ENGINEERING**  
5746 South 1475 East • Ogden, Utah 84403  
Phone: 801.394.4515 • Fax: 801.392.7544  
www.greatbasinengineering.com

May 25, 2012

**SLR/KENNECOTT ALTA/ACSM LAND TITLE SURVEY**

**HERRIMAN PARCEL SURVEYED DESCRIPTION**

That Portion of Section 27 Township 3 South, Range 2 West, Salt Lake Base and Meridian Described as Follows:

Beginning at a point located South 0°15'06" West along the Section Line 33.00 feet from the Northeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence South 0°15'06" West along said Section Line 2493.17 feet; thence along that real property recorded at Entry No. 8110216:2002 in the office of the Salt Lake County Recorder the following three (3) courses: North 89°31'10" West 120.00 feet; thence South 0°15'06" West 120.00 feet; thence South 0°15'15" West 2650.05 feet to a point on the South line of Section 27 with said point being North 89°30'25" West along the Section Line 120.10 feet from the Southeast corner of Section 27; thence North 89°30'25" West along the Section Line 2544.00 feet to the South Quarter Corner of Section 27; thence North 0°27'57" East along the Center Section Line 1324.55 feet; thence North 89°30'58" West along the North Line of the South half of the Southwest Quarter of Section 27, 238.48 feet; North 40°40'58" East 299.39 feet; thence North 61°18'00" East 314.12 feet; thence North 63°11'03" East 636.04 feet; thence North 75°28'26" East 311.68 feet; thence North 84°42'17" East 199.43 feet; thence North 1090.24 feet, thence West 234.19 feet; thence North 104.76 feet; thence West 611.03 feet; thence North 60°00'00" West 130.14 feet; thence North 246.82 feet; thence West 324.35 feet; thence South 60°00'00" West 207.64 feet; thence West 97.31 feet; thence North 60°00'00" West 94.02 feet; thence West 39.59 feet; thence South 60°00'00" West 367.50 feet; thence West 122.60 feet, thence North 45°00'00" West 291.25 feet; thence North 17°19'10" East 345.48 feet; thence North 13°53'34" East 1127.69 feet; thence East 833.37 feet, thence North 277.35 feet to a point on the South Right-Of-Way Line of 11800 South Street; thence South 89°29'59" East parallel to and 33.00 feet South the North Line Section 27, 2496.55 feet to the Point of Beginning.

*ck by JJB 19 June 2012*  
*JP Sept 27, 2012*

Contains 300.00 Acres

