

WHEN RECORDED, RETURN TO:

Kennecott Utah Copper LLC
4700 Daybreak Parkway
South Jordan, Utah 84095
Attention: Land Manager – USA

11591776
03/07/2013 01:34 PM \$25.00
Book - 10114 Pg - 9664-9670
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KENNECOTT UTAH COPPER LLC
4700 DAYBREAK PARKWAY
SOUTH JORDAN UTAH 84095
BY: EAP, DEPUTY - WI 7 P.

MAIL TAX NOTICES TO
GRANTEE'S ADDRESS SET FORTH BELOW

Space above for County Recorder's Use

QUIT CLAIM DEED
(Salt Lake County)

THIS QUIT CLAIM DEED (this "**Deed**") is made and entered into by and among KENNECOTT LAND COMPANY, a Delaware corporation ("**Grantor**"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company with an address of 4700 Daybreak Parkway, South Jordan, Utah 84095 ("**Grantee**") (Grantor and Grantee are occasionally referred to herein individually as a "**Party**" and collectively as the "**Parties**"), with reference to the following:

A. Grantor holds title to certain real property located in Salt Lake County, Utah (the "**Property**") more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. On August 11, 2011 (the "**Effective Date**"), the Board of Directors of Grantor adopted a plan of liquidation by unanimous consent (the "**Plan of Liquidation**").

C. Pursuant to Utah Code Ann. Section 16-10a-1405 and the Plan of Liquidation, this Deed transfers title to the Property to Grantee in connection with the winding up and liquidation of Grantor's business and affairs.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Distribution to Grantee.** Grantor hereby quit claims to Grantee the Property together with all buildings and improvements and all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof. The foregoing conveyance is made subject to easements, restrictions and rights-of-way and other matters of record and property taxes and assessments for the year 2013 and thereafter.

2. **After-Acquired Title.** This Deed is intended to and does convey any after acquired title or interest to the Property that Grantor may hereafter acquire.

3. **Successors and Assigns.** This Deed shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

4. **Further Assurances.** Grantor shall, whenever and as often as it shall be requested by Grantee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the assignment, conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Deed.

5. **Severability.** If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Deed will not be materially and adversely affected thereby: (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Deed shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Deed shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Deed; and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Deed a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

6. **Binding Obligation.** The execution, delivery, and performance of this Deed has been duly authorized by all necessary action of the Parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

7. **Entire Agreement.** This Deed and other related documents collectively contain all agreements of the Parties with respect to the subject matter hereof, and all other prior or contemporaneous agreements, understandings, correspondence and negotiations among the Parties, whether oral or written, pertaining to the subject matter of this Deed, shall be of no further force or effect, and are superseded hereby. No change, modification, addition, or termination of this Deed shall be enforceable unless in writing and signed by the Party against whom enforcement is sought.

8. **Governing Law.** This Deed shall be governed by and interpreted in accordance with the laws of the State of Utah.

9. **Authority.** The officers who sign this Deed hereby represent that they have the authority, and are authorized, to execute this Deed and to transfer the Property on behalf of the Grantor.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Quit Claim Deed as of the dates below written to be effective as of the Effective Date.

GRANTOR:

KENNECOTT LAND COMPANY, a Delaware corporation

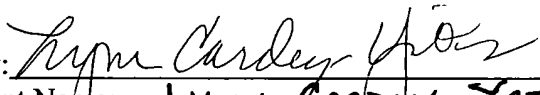
Date: MARCH 1ST, 2013

By: 
Print Name: SCOTT R. KAUFMANN
Title: Vice President Commercial Development

GRANTEE:

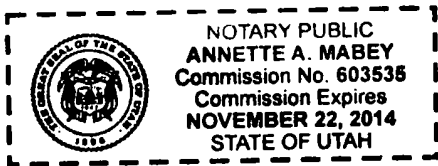
KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Date: MARCH 7, 2013

By: 
Print Name: LYNN CARDEY-YATES
Title: VICE PRESIDENT

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

The foregoing instrument was acknowledged before me this 06 day of March, 2013, by Scott Kaufmann, the vice president commercial development of KENNECOTT LAND COMPANY, a Delaware corporation.



Annette A. Mabeey
NOTARY PUBLIC
Residing at: Salt Lake County

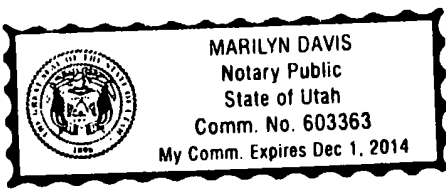
My Commission Expires:
11/22/2014

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

The foregoing instrument was acknowledged before me this 7 day of March, 2013, by Lyn Corcky-Yates, the Vice President, Sustainable Development of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Marilyn Davis
NOTARY PUBLIC
Residing at: South Jordan, Utah, USA

My Commission Expires:
Dec. 1, 2014



**EXHIBIT A
TO
QUIT CLAIM DEED
(Salt Lake County)**

(Legal Description of Property)

The real property referenced in the foregoing instrument is located in Salt Lake County, Utah, and is more particularly described as:

REAL PROPERTY IN SALT LAKE COUNTY

All of the following described real property situated in **Township 1 South, Range 2 West, SLB&M.**

All of that property lying within **Section 32**, which property is generally described as follows:

PARCEL 1

Beginning at a point on the East Right-of-Way line of 8400 West Street which is South 734.30 feet and East 68.88 feet from the North Quarter corner of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian basis of bearing being the North line of said Section 32 which bears South 89°49'24" East; thence South 89°44'24" East 511.98 feet; thence South 0°15'36" West 111.18 feet; thence South 89°39'43" East 391.33 feet; thence South 63°22'42" East 13.48 feet; thence South 39°23'31" East 48.27 feet; thence South 0°10'36" West 353.67 feet to a point on the North line of the Utah and Salt Lake Canal and to a point on a 604.45 foot radius curve to the left, the chord of which bears South 89°03'1 8" West; thence westerly along said North line and said curve through a central angle of 38°36'34" a distance of 407.31 feet; thence South 69°45'01" West along said North line 127.78 feet; thence North 0°44'30" East 190.73 feet; thence North 82°16'05" West 8.58 feet; thence North 14°25'04" West 35.16 feet; thence South 87°12'47" West 411.49 feet to the East Right-of-Way line of 8400 West Street; thence North 0°08'25" East along said East line 357.74 feet to the point of beginning.

Tax ID No. 14-32-201-066-0000

All of that property lying within **Section 28**, which property is generally described as follows:

PARCEL 1

BEGINNING at the Southeast corner of said Section 28 and running thence North 89°35'45" West 5304.67 feet to the Southwest corner of said Section 28; thence North 00°49'52" East 2652.27 feet to the West Quarter corner of said Section 28; thence North 00°49'48" East 606.53 feet along the section line to a point on the southeasterly boundary line of Highway U-111, UDOT Project No. S-0135(4); thence North 58°08'27" East (Ref. N58°03'30"E UDOT Bearing) 3618.50 feet along said Highway boundary to a point of curvature with a 1225.90 foot radius curve to the left; thence Northeasterly 131.24 feet

along the arc of said curve and Highway through a central angle of 06°08'02" (chord bears North 55°04'26" East 131.18 feet) to a point on the southerly boundary line of 11800 South Street, which point is 506.18 feet South 89°31'21" East along the section line and 33.00 feet South 00°28'39" West from the North Quarter corner of said Section 28; and running thence South 89°31'21" East 2139.55 feet along said Street; thence South 89°30'31" East 2643.79 feet along said Street; thence South 89°29'59" East 147.90 feet along said Street; thence South 277.35 feet; thence West 833.37 feet; thence South 13°53'34" West 1127.69 feet; thence South 17°19'10" West 345.48 feet; thence South 45°00'00" East 291.25 feet; thence East 122.60 feet; thence North 60.00'00" East 367.50 feet; thence East 39.59 feet; thence South 60°00'00" East 94.02 feet; thence East 97.31 feet; thence North 60°00'00" East 207.64 feet; thence East 324.35 feet; thence South 246.82 feet; thence South 60.00'00" East 130.14 feet; thence East 611.03 feet; thence South 104.76 feet; thence East 234.19 feet; thence South 1090.24 feet; thence South 84°42'17" West 199.43 feet; thence South 75°28'26" West 311.68 feet; thence South 63°11'03" West 636.04 feet; thence South 61°18'00" West 314.12 feet; thence South 40°40'58" West 299.39 feet to the North line of the South Half of the Southwest Quarter of said Section 27; thence North 89°30'58" West 2420.54 feet to the West line of said Section 27; thence South 00°41'08" West 1324.12 feet to the Southeast corner of said Section 28 and the POINT OF BEGINNING.

TOGETHER WITH:

A parcel of land located in Section 28, Township 3 South, Range 2 West, Salt Lake Base and Meridian, lying northwesterly of Highway U-111 and including all vacated public roads more particularly described as follows:

BEGINNING at the Northwest corner of said Section 28, and running thence South 89°30'58" East 2645.51 feet to the North Quarter corner of said Section 28; thence South 89°31'21" East 272.30 feet to a point on the northwesterly boundary line of Highway U-111, UDOT Project No. S-0135(4); thence South 58°08'27" West (Ref. S58°03'30"W UDOT Bearing) 3466.86 feet along said Highway boundary to the westerly line of said Section 28 at a point which is 796.65 feet North 00°49'48" East from the West Quarter corner of said Section 28; thence North 00°49'48" East 1854.72 feet to the POINT OF BEGINNING.

Tax ID No. 26-28-100-001-0000

All of that property lying within **Section 32**, which property is generally described as follows:

PARCEL 1

A parcel of land located in the northwest quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the South line of an East and West County Road 211.6 feet West and 33 feet South of the Northeast corner of the Northwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 132 feet to the East line of Utah State Highway No. 111 (called Highway 159 in

some deeds); thence South along the East line of said Highway 132 feet; thence East 132 feet; thence North 132 feet to the POINT OF BEGINNING.

Tax ID No. 26-32-127-001-0000

PARCEL 2

A parcel of land located in the northwest quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the East line of Utah State Highway 111 (which is called Highway 159 in some recorded deeds) which point is 343.6 feet, more or less, West and 165 feet South of the Northeast corner of the Northwest quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running East for 132 feet; thence South 264 feet; thence West for 105.39 feet to the east right of way line of said Utah State Highway 111; thence along said east right of way line for the following three (3) courses: North 25°34' West for 51.05 feet; thence North 01°20' West for 197.0 feet; thence Northerly 21 feet to the POINT OF BEGINNING.

Tax ID No. 26-32-127-002-0000

PARCEL 3

A parcel of land located in the north half of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at the Northeast corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 70°54'09.7" West for 3153.425 feet to the east right of way line of Highway 111; thence along said east right of way line for the following three (3) courses: North 00°10'19.3" West for 217.57 feet; thence North 08°49'31" East for 354.98 feet; thence North 25°34' West for 57.95 feet; thence East for 105.38 feet; thence North for 429.00 feet to the north line of said Section 32; thence East along said north line for 211.6 feet to the North Quarter corner of said Section 32; thence South 89°36'38" East along the north line of said Section 32 for 2634.15 feet to the POINT OF BEGINNING.

Tax ID No. 26-32-200-003-0000