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6/29/2015 3:33:00 PM \$22.00
Book - 10338 Pg - 4894-4899
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn: Terry Pollock, General Manager

Tax Parcel No. 20-05-300-004-4002

NCS-702568 AH

Space above for County Recorder's Use

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "**Amendment**") is made by and between Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation ("**Grantor**") and Magna Water District, a political subdivision of the State of Utah ("**Grantee**").

A. Grantor and Grantee entered into that certain Easement Agreement dated effective April 21, 2015 and recorded on the same date as Entry No. 12034235, Book 10316, at pages 5189-5204 in the Salt Lake County Recorder's Office (the "**Agreement**") regarding certain easements and rights to Grantee for certain access and utility lines over and across a portion of land owned by Grantor.

B. There were certain errors in the legal descriptions contained in the Exhibits to the Agreement and other items in those Exhibits than needed to be clarified. Therefore, those corrections and clarifications were identified and made in a "Scrivener's Affidavit" recorded on May 12, 2015 as Entry No. 12049117, Book 10323, at pages 5866-5868 in the Salt Lake County Recorder's Office (the "**Affidavit**").

C. The parties desire to affirm and acknowledge that the Agreement is amended to incorporate into the Agreement the corrections and clarifications set forth in the Affidavit.

NOW THEREFORE, in consideration of the sum of ten dollars and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Unless otherwise indicated in this Amendment, all capitalized terms used in this Amendment have the definitions assigned in the Agreement.

2. The parties hereby agree, affirm, and acknowledge that the Agreement is amended as set forth in the Affidavit, i.e., the body of text in Exhibits A, B, and C to the Agreement is hereby deleted in its entirety and replaced with the body of text set forth in the Affidavit for Exhibits A, B, and C, respectively.

3. This Amendment constitutes an amendment to the Agreement. Therefore, in the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Except as set forth in this Amendment,

all of the provisions of the Agreement remain the same and in full force and effect, and the Agreement is ratified and reaffirmed.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together, shall constitute a whole. The parties agree that signatures transmitted by facsimile or electronic mail shall be binding as if they were original signatures.

The parties have executed this Amendment on the dates set forth below to be effective as of the Effective Date.

GRANTOR:

Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

Date: June 29, 2015

By: JAB
Print Name: JOHN BRENNAN
Title: GM FINANCE

APPROVED AS TO FORM
RIO TINTO/KUC LEGAL DEPARTMENT
By: [Signature]
George J. Stewart
Senior Corporate Counsel
Date: 6/25/15

GRANTEE:

Magna Water District, a political subdivision of the State of Utah

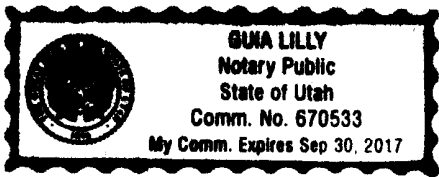
Date: June 29, 2015

By: [Signature]
Print Name: Terry L. Tollock
Title: General Manager

GRANTOR ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 26th day of June, 2015, by JON BRENNAN, the GENERAL MGR., FINANCE of Kennecott Utah Copper LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation.

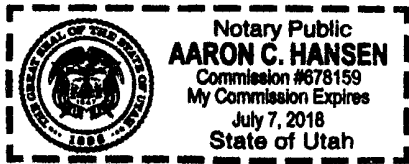


Gina Lilly
NOTARY PUBLIC
Residing at: SOUTH JORDAN, UTAH
My Commission Expires: 9-30-17

GRANTEE ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 25th day of June, 2015, by Terry L. Pollock, the general manager of Magna Water District, a political subdivision of the State of Utah.



Aaron C. Hansen
NOTARY PUBLIC
Residing at: SLC, UT
My Commission Expires: 7/7/18

EXHIBIT "A"

When Recorded Mail To:

Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, Utah 84095
Attn: Land Management

Kennecott Utah Copper LLC
4700 W. Daybreak Parkway, Suite 3S
South Jordan, Utah 84095
Attn: Legal Department

Magna Water District
8600 West 2711 South
Magna, Utah 84044
Attn: Terry Pollock, General Manager

~~12049117~~
05/12/2015 04:36 PM \$17.00
Book ~~10323~~ Pg ~~5866~~ 5866
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MAGNA WATER DISTRICT
8600 WEST 2711 SOUTH
MAGNA UT 84044
BY: TJP, DEPUTY - WI 3 P.

Tax Parcel No.: 20-05-300-004-4002

SCRIVENER'S AFFIDAVIT

An Easement Agreement between Kennecott Utah Copper LLC (Grantor) and Magna Water District (Grantee) was recorded in the Salt Lake County Recorder's Office on April 21, 2015, Entry Number 12034235, Book 10316, Page 5189-5204. This document is intended to correct and clarify inadvertent legal description formatting issues, informational call errors, and incorrect property tie bearings and distances.

The changes reflected on this document, affect "Exhibit A to Easement Agreement", "Exhibit B to Easement Agreement" and "Exhibit C to Easement Agreement" of said record Easement Agreement.

Modifications to the said record descriptions do not change or alter the intended or desired location or overall boundaries, acreages or alignments of the parcels, as described in the aforementioned record document. However, the revised descriptions do specifically accomplish the following four (4) tasks: Clear up any ambiguity issues within the record legal description and correct formatting and typographical errors (Exhibit A, B and C); Add a "Less and Excepting" property call and correct improper word use (Exhibit A); Correct and create a new tie to the Point of Beginning (Exhibit B); Clarify the intent and width of a waterline utility easement (Exhibit C).

(Reference Attached Exhibit Descriptions)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Grantor Property

A parcel of land located in the West 1/2 of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 5, being a found Salt Lake County brass cap monument; Thence running North 89°18'07" West 650.09 feet along the North line of said Section 5, to a point of projection of a private road (8460 West) and the North line of said Section 5 and the Point of Beginning; Thence South 03°44'21" East 92.86 feet to a found aluminum cap stamped "Alliance LS7600"; Thence along the centerline of said private road the following five (5) courses: 1) South 03°44'21" East 685.00 feet, 2) South 01°56'21" East 823.94 feet to a found rebar marking the centerline of said private road, 3) South 01°56'21" East 297.41 feet to a found rebar, 4) South 01°56'21" East 734.54 feet to a found concrete monument, 5) South 02°12'21" East 2603.14 feet to a point on the South line of said Section 5, said point being a found aluminum cap stamped "Alliance LS7600"; Thence North 88°55'52" West 2313.46 feet along the South line of Section 5 to the Southwest Corner of Section 5, being a found rivet in the top of a stone monument; Thence North 00°51'48" East 65.91 feet along the West line of said Section 5 to the Southeast corner of Section 6, being a found rivet in the top of a stone monument set in a dirt mound; Thence North 00°56'25" East 2574.28 feet along the West line of said Section 5 to the West 1/4 Corner, being a found Salt Lake County brass cap monument; Thence North 00°56'18" East 2574.14 feet along the West line of said Section 5 to the Northwest Corner, being a found Salt Lake County brass cap monument; Thence South 89°18'07" East 2014.11 feet along the North line of said Section 5 to the Point of Beginning.

Contains: 260.25 ac +/-

Less and Excepting the right of way and property belonging to the Bingham and Garfield Railroad and APN 20053000030000, Entry Number 6040688 and APN 20051000010000, Entry Number 9938989, as recorded in the Salt Lake County Recorder's Office.

EXHIBIT B TO EASEMENT AGREEMENT

Legal Description of Grantee Property

A parcel of land located in the East half of the Southwest Quarter of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 5, being a found Salt Lake County brass cap monument; Thence running South 00°03'46" West 3799.86 feet along the Quarter Section Line; Thence West 520.05 feet to a point on the West line of a private road (8460 West) and the Point of Beginning; Thence South 02°12'21" East 656.31 feet along the West side of said road; Thence North 89°55'04" West 243.62 feet; Thence North 30°39'13" East 140.02 feet; Thence North 11°48'55" East 137.48 feet; Thence North 15°35'59" West 87.11 feet; Thence North 25°19'27" East 91.72 feet; Thence North 15°53'41" East 221.72 feet; Thence North 45°05'21" East 29.01 feet; Thence South 89°46'45" East 21.75 feet to the West line of said road and the Point of Beginning.

Contains: 85,469 sq. ft. / 1.96 ac +/-

EXHIBIT C TO EASEMENT AGREEMENT

Legal Description of Utility Easement Parcel

A 10.0 foot wide Permanent and Perpetual Waterline Utility Easement, 5.0 feet on each side of the described centerline, created for the purpose of installing and maintaining a waterline utility. Said easement occupying a portion of an entire tract of land, situated in the West half of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, centerline more particularly described as follow:

Commencing at the South 1/4 Corner of said Section 5, being a found rebar, Thence running North 88°55'52" West 540.31 feet along the South line of said Section 5; Thence North 01°04'05" East 1338.76 feet to a Point on the west line of a private road (8460 West) and the Point of Beginning; Thence North 45°50'24" East 23.53 feet; Thence North 02°12'21" West 1244.44 feet; Thence North 01°56'21" West 1855.69 feet; Thence North 03°44'21" West 350.26 feet; Thence North 03°18'03" West 318.70 feet; Thence North 87°20'03" East 13.07 feet, more or less, to the Point of Termination, said Point of Termination being a point on the centerline of said private road and a point on the west line of the parcel owned by Magna Water Company, entry number 7874797, as recorded in the Salt Lake County Recorder's Office, said Point of Termination also being South 81°05'37" West 650.78 feet from the North 1/4 Corner of said Section 5, being a found Salt Lake County Brass Cap Monument.

Contains: 38,057 sq. ft. / 0.87 ac +/-



Representative Signature

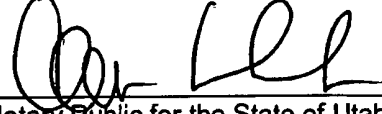
PHILLIP R. CHRISTENSEN, PLS

Representative Name and Title

State of Utah)
) ss
County of Salt Lake)

On this 11th day of May, in the year 2015, the above representative personally appeared before me, a Notary Public for the State of Utah, who being duly sworn and authorized to prepare and sign this document for and in behalf of Epic Engineering and their client(s), that said affidavit was signed and executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certification above written.



Notary Public for the State of Utah

Residing In: West Jordan, UT

My Commission Expires: 11/01/2015

