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09/28/2012 02:50 PM \$20.00  
Book - 10061 Pg - 4609-4613  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: SLR, DEPUTY - WI 5 P.

When recorded return to:

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

Tax Parcel Nos. 14-10-100-001  
14-10-100-006  
14-03-300-004

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**ASSIGNMENT OF EASEMENT AGREEMENT**

THIS ASSIGNMENT OF EASEMENT AGREEMENT (this "Assignment") is made and entered into this 28th day of September, 2012 (the "Effective Date"), by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Assignor"), and KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Assignee").

**RECITALS**

A. Pursuant to that certain Easement Agreement dated July 2, 2003, and recorded July 10, 2003, as Entry No. 8725800, in Book 8838, at Page 766, in the Official Records of Salt Lake County, Utah (the "Easement"), Assignor possesses access and utility easement rights over and across that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement Property").

B. Assignee will shortly acquire all of the real property benefitted by the Easement, located adjacent to the Easement Property in Salt Lake County, State of Utah (the "Benefitted Property").

C. Assignee desires to obtain Assignor's interests in the Easement, and Assignor intends to assign to Assignee Assignor's interest in the Easement, all in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below.

**AGREEMENT**

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Easement.

2. Acceptance and Assumption. Assignee hereby accepts this Assignment by Assignor, agrees to assume the liabilities and obligations of Assignor under the Easement from and after the Effective Date, and to perform under the Easement from and after the Effective Date.

3. Condition of the Easement. Assignee accepts the Easement and the Easement Property, and all aspects thereof, in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Assignee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Property and the rights under the Easement, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

4. Indemnity. Assignor agrees to release, indemnify and hold harmless Assignee from and against any and all claims, demands, causes or action, judgments and liabilities arising out of, relating, or pertaining to the Easement as a result of the negligent acts, omissions or legal responsibilities of Assignor which accrue prior to the Effective Date, including attorney's fees and costs thereto. Assignee hereby agrees to release, indemnify and hold harmless Assignor from and against any and all claims, demands, causes or action, judgments, and liabilities arising out of, relating, or pertaining to the Easement as a result of the negligent acts, omissions or legal responsibilities of Assignee accruing on, or subsequent to, the Effective Date, including attorney's fees and costs incident thereto.

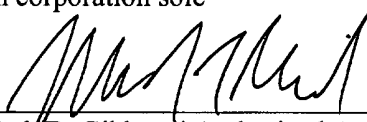
5. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, transferees and assigns.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which, when taken together, shall constitute but one and the same instrument.

*[signatures and acknowledgements to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first hereinabove set forth.

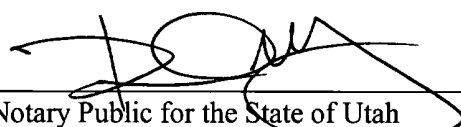
Assignor: CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS,  
a Utah corporation sole

By:   
Mark B. Gibbons, Authorized Agent

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this 27th day of September, 2012 personally appeared before me Mark B. Gibbons, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

  
Notary Public for the State of Utah



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first hereinabove set forth.

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

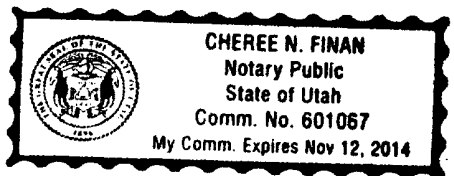
By: *R. McGowan-Jackson*  
Name: Rowan McGowan-Jackson  
Title: Vice-President of Sustainable Development

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2012, by Rowan 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*



**EXHIBIT A**

(Legal Description of the Easement Property)

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

Beginning at the Northeast corner of the land owned by Thomas E. Jeremy and Rebecca D. Jeremy and Grace J. Cassaday, which is also the West one quarter corner of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence N. 89°49' E. 2637 feet along the North boundary line of said land to the East boundary line of said land, thence South 56 feet along said East boundary line, thence S. 89°49' W. 2637 feet to the West boundary line of said land, thence North 56 feet along said West boundary line to the point of beginning and being in the N ½ of the SW ¼ of said Section 3; containing 3.39 acres more or less.

JP Sept 27, 2012