

Prepared by and Recorded at the Request of:
Homestake Mining Company of California
Attn: Jeff Dickey
310 South Main, Suite 1150
Salt Lake City, UT 84101
(801) 990-3900

Project No. BRF 6503(00)17-1
PCN: 06GT
County/City: Lawrence

AMENDMENT NO. 1 TO EASEMENT AGREEMENT

This Amendment Number One is made effective as of June 1, 2020 (“Effective Date”) and amends that certain Easement Agreement dated November 5, 2018 and recorded in the office of the Lawrence County Register of Deeds as Document No. 2018-05347 (“Easement”) by and between **HOMESTAKE MINING COMPANY OF CALIFORNIA**, a California corporation having a place of business at **11457 Bobtail Gulch Road, Lead, South Dakota 57754 (“Grantor”)** and **COUNTY OF LAWRENCE acting by and through its County Commission, of 90 Sherman Street, Deadwood, South Dakota 57732 (“Grantee”)**.

The purpose of this Amendment Number One to Easement Agreement is to replace the original Exhibit A with the attached Exhibit A, as this drawing generally depicts an increase to the area allowed for the Temporary Easement in hatch.

Except as herein amended the Easement Agreement remains in full force and effect.

GRANTOR:

HOMESTAKE MINING COMPANY
OF CALIFORNIA, a California corporation

By: _____

Its: _____

STATE OF UTAH)
) ss. CORPORATE ACKNOWLEDGMENT
COUNTY OF SALT LAKE)

On _____, 2020, before me, the undersigned officer, personally appeared _____, personally known to me to be the _____ of HOMESTAKE MINING COMPANY OF CALIFORNIA, and personally known to me to be the person who executed the within instrument and on said oath stated that they were authorized to do so on behalf of said corporation.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.

(Notarial Seal)

Notary Public
My Commission Expires: _____

GRANTEE:

County of Lawrence

By: _____
Print Name: _____

Attest:

County Auditor

(County Seal)

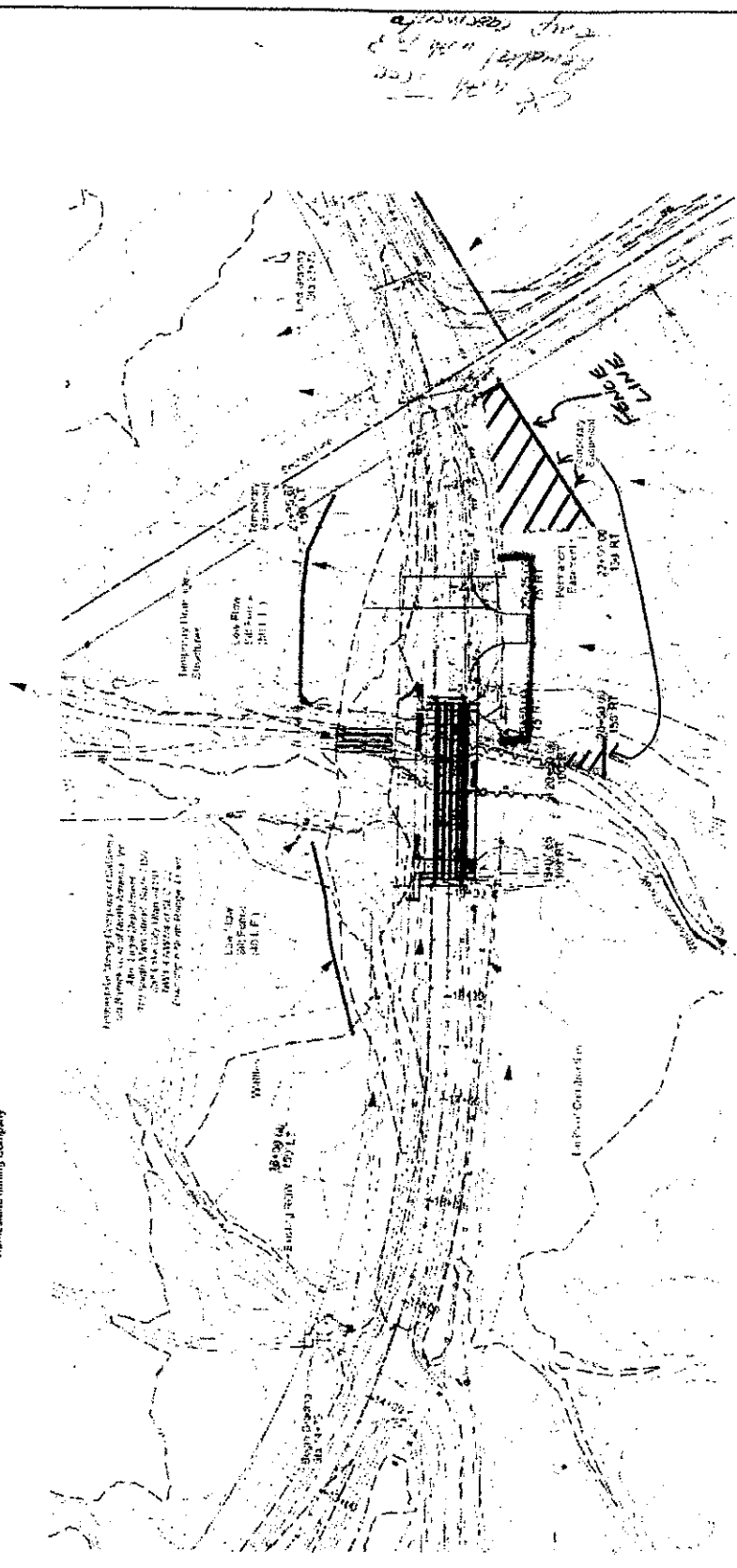
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|---------------------|-----------------------------|-------------|-------------|
| STATE OF ARIZONA | PROJECT BMP-6503100117-1 | SHEET 11 | TOTAL 60 |
|---------------------|-----------------------------|-------------|-------------|

EROSION CONTROL

EXHIBIT A

Temporary Easement
Sta 16+00 to 23+35.67 LT
NW1/4 NW1/4 of SEC. 22
Township 6 North Range 4 East
1.16 Acres
Homestake Mining Company

Scale 1" = 100'



Erosion Control Legend

- Drainage Areas
- Erosion Control Walls
- Low Flow Silt Fence
- Floating Silt Curtain

12" Dia Erosion Control Walls

| | |
|----------------------------|---------------|
| LT | BT |
| 18+00 - 20+00 | 97 |
| 21+00 - 23+00 | 20 |
| 22+00 - 20+00 | 200 |
| Contract's Disposal | 30 EL |
| Total | 500 FT |

Low Flow Silt Fence

| | |
|----------------------------|---------------|
| LT | BT |
| 19+25 - 20+00 | 50 |
| 21+00 - 23+00 | 50 |
| Contract's Disposal | 60 EL |
| Total | 150 FT |

Floating Silt Curtain

| | |
|-----------------|---------------|
| LT | BT |
| 23+00 - 10+5 FT | 145 |
| 23+50 - 110 FT | 140 |
| Total | 140 FT |

Temporary Easement
Sta 20+50 to 23+35 RT
NW1/4 NW1/4 of SEC. 22
Township 6 North Range 4 East
0.84 Acres
Homestake Mining Company

Request For Additional Easement

*approx 200' from
E of new property
line*

Prepared by and recorded at the request of:
Homestake Mining Company of CA
Attention: Robert Brock
310 South Main, Suite 1150
Salt Lake City, Utah 84101
801-990-3792



Doc #: 2018-05347
Date: 11/13/2018 09:12:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$0.00

Project No. BRF 6503(00)17-1
PCN: 06GT
County/City: Lawrence

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and executed as of NOVEMBER 5, 2018 (the "Effective Date"), by and between HOMESTAKE MINING COMPANY OF CALIFORNIA, a California corporation ("Grantor"), and the COUNTY OF LAWRENCE acting by and through its County Commission, of 90 Sherman Street, Deadwood, South Dakota 57732 ("Grantee").

RECITALS

A. Grantor owns certain real property ("Grantor's Property") located in the County of Lawrence, State of South Dakota.

B. Grantee desires to obtain a perpetual, non-exclusive easement on, over, and across a portion of Grantor's Property (the "Easement Area") for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Easement Area is more particularly described as follows:

0.11 acres more or less in the NW1/4 NW1/4 of Sec. 22, T6N, R4E of the Black Hills Meridian, Lawrence County, SD (Sta 20+50 to 22+50 Rt)

As generally shown on "Exhibit A" attached.

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive easement on, over and across the Easement Area for the limited purpose of constructing, operating and maintaining a highway (collectively, the "Improvements"). Grantee agrees that

the cost of the Improvements will be borne solely by Grantee, with no contribution whatsoever from Grantor. The design, construction, preparation, and maintenance of the Improvements performed by Grantee shall comply with all governmental laws, ordinances, regulations, and permits governing such Improvements.

2. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

3. Access. Grantee and its employees, consultants and contractors (collectively, "Grantee's Contractor") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee, its agents, employees, servants, contractors and other such parties.

4. Temporary Construction Easement. During construction, Grantee shall have a temporary easement over and across the following property:

0.54 acres more or less in the NW1/4 NW 1/4 of Sec. 22, T6N, R4E of the Black Hills Meridian, Lawrence County, SD (Sta 19+07.65 to 22+50 Rt) and 1.16 acres more or less in the NW1/4 NW 1/4 of Sec. 22, T6N, R4E of the Black Hills Meridian, Lawrence County SD (Sta 16+00 to 23+35.67 Lt)

As generally shown on "Exhibit A" attached.

This temporary construction easement shall terminate within one year after of completion of the Improvements and no later than two years from the date of this Agreement.

5. Condition of the Easement Area. Grantee accepts the Easement Area 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. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, right-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. Maintenance, Restoration, Soils.

(a) Grantee, at its sole cost and expense, will maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition.

(b) Grantee will promptly repair any damage to Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) caused by Grantee and/or Grantee's Contractor, and will restore Grantor's Property and the improvements thereon to a substantially similar condition as they existed prior to any entry onto or work performed on Grantor's Property by Grantee and Grantee's Contractor.

(c) Grantee understands that mining and mineral processing operations have been historically conducted on the Grantor's Property. Grantee shall not remove any earth or soil from Grantor's Property nor permit others to remove earth or soil without Grantor's prior written consent in each instance. Grantee shall cover (and keep covered) any exposed tailings on the Easement Area and any other areas utilized by Grantee hereunder.

7. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. Liens. Grantee will keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Contractor. Any such liens must be released of record within 30 days.

9. Indemnification. Grantee and its successors and assigns hereby agree to indemnify, defend and hold harmless Grantor, and any entity controlling, controlled by or under common control with Grantor ("Affiliates") and its, their and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees and contractors; (ii) the use of Grantor's Property and/or the Improvements by Grantee, its agents, servants, employees and contractors; and (iii) any work performed in on Grantor's Property by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination. Grantee shall have no obligation to indemnify Grantor or Affiliates pursuant to this Section for claims or liabilities to

the extent the same are caused by Grantor. Except as limited by this Agreement, Grantee does not waive any sovereign immunity granted to it under the Governmental Immunity Act, such immunity being specifically retained herein.

10. Notices. Any notice required or desired to be given under this Agreement will be considered given: (a) when delivered in person to the recipient named below, (b) when delivered by a reputable overnight delivery service, or (c) three days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor: Homestake Mining Company of California
c/o Barrick Gold of North America, Inc.
Attn: Legal Department
310 South Main Street, Suite 1150
Salt Lake City, Utah 84101

If to Grantee: Lawrence County
90 Sherman Street
Deadwood, South Dakota 57732

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

11. Miscellaneous.

(a) Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content, or intent of any part of this Agreement. This Agreement has been arrived at through negotiation between Grantor and Grantee.

(b) Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of South Dakota.

(c) Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the easement granted herein shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

(d) Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the parties.

(e) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or

remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

(f) Rights and Remedies. The rights and remedies of any of the parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement does not preclude the exercise of any other provisions. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder will be enforceable in equity as well as at law or otherwise.

(g) Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

(h) Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement is binding upon the party for which he/she signs.

(i) No Public Use/Dedication. Grantor's Property is and will at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and is limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public may acquire or be entitled to claim or assert any rights to Grantor's Property beyond the express terms and conditions of this Agreement.

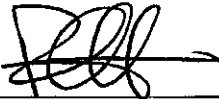
(j) Termination. This Agreement and all easement rights set forth herein will, at Grantor's option, terminate if Grantee, or its successors and assigns, abandons or terminates their use of the easement or the Improvements for a period of 15 consecutive months (but excluding any nonuse arising from an event of force majeure). Prior to such termination, Grantor shall provide written notice to Grantee of Grantor's intent to terminate the easement. If Grantee does not contest such termination with 90 days after receipt of such notice, then Grantor may record an instrument terminating this Agreement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor's Property. For the purposes of this subparagraph, "abandon" shall mean non-use of the easement or Improvements.

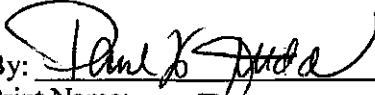
[SIGNATURE PAGES FOLLOW]

EXECUTED by Grantor and Grantee as of the Effective Date.

GRANTOR:

Homestake Mining Company of California, a
California corporation

By: 
 Print Name: **Peter Webster**
 Title: **Director**

By: 
 Print Name: **Paul D. Judd**
 Title: **CFO & Tax Director**

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

The foregoing instrument was acknowledged before me this 5th day of November, 2018, by Peter Webster the Director and by Paul Judd the CFO & Tax Director of the Homestake Mining Company of California, a California corporation.

My Commission Expires:

4/18/22


 NOTARY PUBLIC

Residing at: Salt Lake, Utah



GRANTEE:

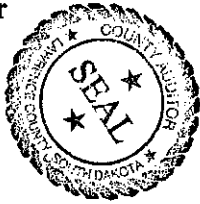
County of Lawrence

By: *Brand Flanagan*
Print Name: Brand Flanagan
Title: County Commission Chairperson

Attest:

Brenda McGuder
County Auditor

[County Seal]



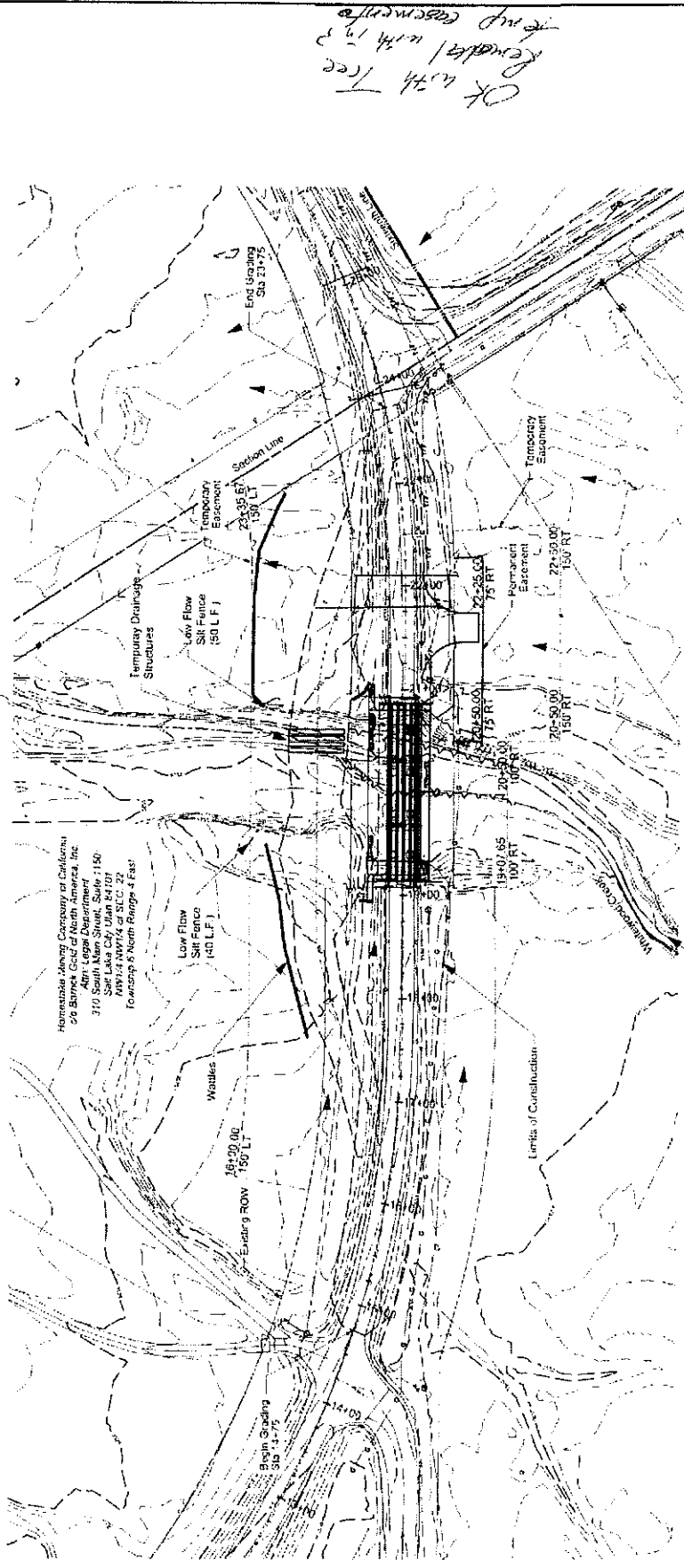
STATE OF MICHIGAN
 P. RECEIPT
 BRF-6503100117-1
 11
 60

EROSION CONTROL

EXHIBIT A

Temporary Easement
 Sls 19-07-55 to 22-50 RT
 NW1/4 NW1/4 of SEC. 22
 Township 6 North Range 4 East
 0.11 Acres
 Homestake Mining Company

Temporary Easement
 Sls 20-50 to 22-25 RT
 NW1/4 NW1/4 of SEC. 22
 Township 6 North Range 4 East
 0.11 Acres
 Homestake Mining Company



Temporary Easement
 Sls 19-07-55 to 22-50 RT
 NW1/4 NW1/4 of SEC. 22
 Township 6 North Range 4 East
 0.11 Acres
 Homestake Mining Company

Permanent Easement
 Sls 20-50 to 22-25 RT
 NW1/4 NW1/4 of SEC. 22
 Township 6 North Range 4 East
 0.11 Acres
 Homestake Mining Company

| Floating Silt Curtain | |
|-----------------------|--------|
| LT | RT |
| 20-00 | 105 FT |
| 20-50 | 110 FT |
| Total | |
| 340 FT | |

| Low Flow Silt Fence | |
|-----------------------|-------|
| LT | RT |
| 19-25 | 40 FT |
| 21-00 | 50 FT |
| Easement's Discardion | |
| 60 FT | |
| Total | |
| 160 FT | |

| 12" Dia Erosion Control Wattles | |
|---------------------------------|-------|
| LT | RT |
| 18-00 | 20 FT |
| 19-00 | 20 FT |
| 21-00 | 20 FT |
| 22-00 | 20 FT |
| Easement's Discardion | |
| 80 FT | |
| Total | |
| 500 FT | |

