

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

Project No. BRF 6545(00)121-2
PCN: 08FA
County/City: Lawrence

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made effective as of April 1, 2022 (“Effective Date”) by and between **HOMESTAKE MINING COMPANY OF CALIFORNIA**, a California corporation having a place of business at **11457 Bobtail Gulch Road, Central City, South Dakota 57754** (“Grantor”) and **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 temporary construction easement on, over and across a portion of Grantor’s Property (the “Temporary Easement Area”) for the purposes more particularly described herein. Grantor is willing to grant the temporary easement to Grantee for such purposes subject to the terms and conditions set forth herein. The Temporary Easement Area is more particularly described as follows:

0.36 acres, more or less, located in the W/2NE/4, Section 27, T6N, R4E, B.H.M., Lawrence County, SD (Sta11+92.60 to 14+00.00 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 Temporary Construction Easement. During construction of the Project, Grantor hereby conveys to Grantee a temporary construction easement on, over and across the

Temporary Easement Area as described above and as generally shown on “**Exhibit A**” attached.

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

2. Access. Grantee and its employees, consultants and contractors (collectively “Grantee’s Contractor”) shall have the right to enter upon the Temporary Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Temporary 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 Temporary Easement Area and the entry upon the Temporary Easement Area by Grantee, its agents, employees, servants, contractors and other such parties.
3. Maintenance, Restoration, Soils.
 - (a) Grantee will promptly repair any damage to Grantor’s Property 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.
 - (b) 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 Temporary Easement Area and any other areas utilized by Grantee hereunder.
4. Liens. Grantee will keep the Temporary 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 Temporary 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 or record within 30 days.
5. 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 by Grantee, its agents, servants, employees and contractors; and (iii) any work

performed 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.

6. 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, 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 N.A., Inc.
310 South Main Street, Suite 1150
Salt Lake City, Utah 84101

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

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

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

EXECUTED by Grantor and Grantee as of the Effective Date.

GRANTOR:

HOMESTAKE MINING COMPANY
OF CALIFORNIA, a California corporation

By: _____

Its: _____

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

On _____, 2022, 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: _____

Title: County Commision Chairperson

Attest:

County Auditor

(County Seal)