

MEMORANDUM OF AGREEMENT

This agreement is entered into this ____ day of July, 2024, by and between Sanford Underground Research Facility Foundation, a South Dakota non-profit corporation of 630 East Summit Street, Lead, South Dakota, 57754, hereinafter referred to as "SURFF" and the South Dakota Science and Technology Authority, a body corporate and politic created pursuant to SDCL Chapter 1-16h of 630 East Summit Street, Lead, South Dakota, 57754, hereinafter referred to as "SDSTA" witnesseth:

WHEREAS Thyssen Mining, Inc. has presented SURFF with a donation agreement offering to donate certain tangible personal property which is as described on Exhibit A attached hereto; and

WHEREAS SURFF is contemplating acceptance of the donation from Thyssen Mining, Inc.; and

WHEREAS SDSTA is willing to provide certain assurances to SURFF in order to accommodate the gift;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Charitable Donation. SURFF will accept from Thyssen Mining, Inc. the property described on Exhibit A as a charitable donation in that SURFF is an entity exempt from taxation pursuant to Section 501 C 3 of the Internal Revenue Code. The acceptance of the donation by SURFF is contingent upon SDSTA entering into this agreement with respect to said property.
2. Ownership of Property. SURFF agrees that it shall, for a period of not less than three years after the acceptance of the donation from Thyssen Mining, Inc., retain full ownership of the donated property described on Exhibit A. Thereafter, SURFF agrees to transfer to SDSTA, the donated property provided SDSTA has complied with the terms and conditions of this agreement as it relates to the donated property.
3. Maintenance of Property. The parties hereto agree that during the term of this agreement and until such time as SURFF transfers the same to SDSTA, SDSTA shall assume full and complete responsibility for all maintenance of said conveyer system. SURFF shall have no obligation to provide maintenance, repairs or upkeep to the conveyer system. Further, it is agreed by the parties that the conveyer system shall not be operated during the term of this agreement unless both parties hereto agree to such use and the terms and conditions under which the system would be used and the right to do so, via an assignment of easement or otherwise, is granted by Homestake Mining Company of California.

4. Insurance. During the term of this agreement and prior to transfer of the conveyer system to SDSTA, SDSTA agrees to arrange for SURFF to be included as an additional named insured on SDSTA's commercial general liability insurance policy with limits of liability of not less than \$11,000,000.00. The parties agree SURFF shall have no obligation to insure the conveyer system and SDSTA agrees to fully defend, indemnify and hold SURFF harmless from any and all claims that may arise as a result of the ownership of the conveyer system excepting therefrom any such liabilities that may be the direct result of the negligent acts of SURFF.
5. Indemnification by SDSTA. To the fullest extent allowed by applicable law, including SDCL 1-16H-15(18), SDSTA shall indemnify, defend and hold SURFF harmless from and against any claims, causes of action, causes, or actions (and including related costs of litigation and reasonable attorney fees) directly arising from SDSTA's activities on and directly related to easements granted to SDSTA by the City of Lead, South Dakota and Homestake Mining Company of California which are being assigned by SDSTA to SURFF pursuant to non-exclusive assignments of such easements by SDSTA. The easement from the City of Lead, South Dakota to be assigned was recorded in the office of the Lawrence County Register of Deeds on May 4, 2016 as Document # 2016-01972. The easement from Homestake Mining Company of California to be partially assigned was recorded in the office of the Lawrence County Register of Deeds on May 29, 2019 as Document # 2019-02081.
6. Choice of Law. The parties hereto agree that this Memorandum of Agreement shall be interpreted and construed under the laws of the State of South Dakota.
7. Authorization. The parties hereto acknowledge and confirm that the person signing this agreement on behalf of each of the parties has the requisite authority to do so and has been authorized by the Board of Directors to enter into this agreement on behalf of the entity for whom they have signed.
8. Counterparts. The parties hereto agree that this Memorandum of Agreement may be executed in counterparts and that upon complete authorization and signature from each of the parties hereto, the agreement shall be deemed binding upon all parties as if they had each signed the same original document.

{Signature pages to follow}

Dated this ____ day of _____, 2024.

SANFORD UNDERGROUND RESEARCH FACILITY
FOUNDATION

Name: _____

Its: _____

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF _____)

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of the SANFORD UNDERGROUND RESEARCH FACILITY FOUNDATION that they as such _____ being so authorized so to do, executed the foregoing instrument for the purposes therein contained by signing their name as said _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Prepared by:

MAY, ADAM, GERDES & THOMPSON LLP
Timothy M. Engel
503 S. Pierre Street
PO Box 160
Pierre, SD 57501
(605)224-8803
tme@mayadam.net

TERMINATION OF LAND USE AGREEMENT AND RECONVEYANCE

CITY OF LEAD PROPERTY

This Agreement for Termination of Land Use Agreement and Reconveyance (this “Termination Agreement”) is made and entered into effective the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and Thyssen Mining, Inc., 377 Sunshine Lane, Spring Creek, NV, 89815 (“TMI”).

RECITALS

A. SDSTA and TMI entered into a Facility and Land Use Agreement dated December 9, 2020 (the “City LUA”), under which SDSTA granted TMI access to the real property covered by an easement from the City of Lead, South Dakota, to SDSTA. The property covered by the easement granted by the City of Lead is shown on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. Access was granted to TMI under the City LUA to facilitate the construction, operation, and maintenance of a temporary rock conveyor system (“TRCS”) to support the construction of the Long Baseline Neutrino Facility (“LBNF”) on property owned by SDSTA.

C. TMI is the owner of the TRCS.

D. The portion of the construction of LBNF which required the use of the TRCS is completed.

E. TMI has agreed to convey the TRCS to the Sanford Underground Research Facility Foundation (“SURFF”), a South Dakota not-for-profit corporation and supporting organization for SDSTA.

F. Because TMI no longer requires use or access to the property covered by the easement from the City of Lead, it is necessary and appropriate to terminate the City LUA and re-convey all rights granted to TMI under the City LUA to SDSTA.

AGREEMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. The City LUA is hereby terminated effective _____, 2024.
2. The following provisions of the City LUA shall survive termination: subparagraph 2(g); subparagraph 2(h); paragraph 4.
3. TMI hereby represents and warrants it has substantially complied with all of the covenants, terms, and conditions of the City LUA.
4. TMI hereby represents and warrants it has not assigned or conveyed its interests under the City LUA or any part thereof to any party, and there are no outstanding rights granted by TMI to any subcontractor, licensee, or invitee for the use of or access to the real property covered by the City LUA.
5. Effective _____, 2024, TMI hereby reconveys to SDSTA all of TMI's right, title, and interest under the City LUA.

SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY

THYSSEN MINING, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Prepared by:

MAY, ADAM, GERDES & THOMPSON LLP
Timothy M. Engel
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TERMINATION OF LAND USE AGREEMENT AND RECONVEYANCE

HOMESTAKE MINING COMPANY PROPERTY

This Agreement for Termination of Land Use Agreement and Reconveyance (this “Termination Agreement”) is made and entered into effective the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and Thyssen Mining, Inc., 377 Sunshine Lane, Spring Creek, NV, 89815 (“TMI”).

RECITALS

A. SDSTA and TMI entered into a Facility and Land Use Agreement dated December 4, 2020 (the “Homestake LUA”), under which SDSTA granted TMI access to the real property covered by an easement from Homestake Mining Company of California (“Homestake”), to SDSTA. The property covered by the easement granted by Homestake is shown on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. Access was granted to TMI under the Homestake LUA to facilitate the construction, operation, and maintenance of a temporary rock conveyor system (“TRCS”) to support the construction of the Long Baseline Neutrino Facility (“LBNF”) on property owned by SDSTA.

C. TMI is the owner of the TRCS.

D. The portion of the construction of LBNF which required the use of the TRCS is completed.

E. TMI has agreed to convey the TRCS to the Sanford Underground Research Facility Foundation (“SURFF”), a South Dakota not-for-profit corporation and supporting organization for SDSTA.

F. Because TMI no longer requires use or access to the property covered by the easement from Homestake, it is necessary and appropriate to terminate the Homestake LUA and re-convey all rights granted to TMI under the Homestake LUA to SDSTA.

AGREEMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. The Homestake LUA is hereby terminated effective _____, 2024.
2. The following provisions of the Homestake LUA shall survive termination: subparagraph 2(g); subparagraph 2(h); paragraph 4.
3. TMI hereby represents and warrants it has substantially complied with all of the covenants, terms, and conditions of the Homestake LUA.
4. TMI hereby represents and warrants it has not assigned or conveyed its interests under the Homestake LUA or any part thereof to any party, and there are no outstanding rights granted by TMI to any subcontractor, licensee, or invitee for the use of or access to the real property covered by the Homestake LUA.
5. Effective _____, 2024, TMI hereby reconveys to SDSTA all of TMI's right, title, and interest under the Homestake LUA.

SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY

THYSSEN MINING, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Prepared by:

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TERMINATION OF LAND USE AGREEMENT AND RECONVEYANCE

SDSTA PROPERTY - TMI

This Agreement for Termination of Land Use Agreement and Reconveyance (this “Termination Agreement”) is made and entered into effective the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and Thyssen Mining, Inc., 377 Sunshine Lane, Spring Creek, NV, 89815 (“TMI”).

RECITALS

A. SDSTA and TMI entered into a Facility and Land Use Agreement dated December 9, 2020 (the “SDSTA LUA”), under which SDSTA granted TMI access to certain real property owned by SDSTA. The property covered by the SDSTA LUA is shown on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. Access was granted to TMI under the SDSTA LUA to facilitate the construction, operation, and maintenance of a temporary rock conveyor system (“TRCS”) to support the construction of the Long Baseline Neutrino Facility (“LBNF”) on property owned by SDSTA.

C. TMI is the owner of the TRCS.

D. The portion of the construction of LBNF which required the use of the TRCS is completed.

E. TMI has agreed to convey the TRCS to the Sanford Underground Research Facility Foundation (“SURFF”), a South Dakota not-for-profit corporation and supporting organization for SDSTA.

F. Because TMI no longer requires use or access to the property covered by the SDSTA LUA, it is necessary and appropriate to terminate the SDSTA LUA and re-convey all rights granted to TMI under the SDSTA LUA to SDSTA.

AGREEMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. The SDSTA LUA is hereby terminated effective _____, 2024.
2. The following provisions of the SDSTA LUA shall survive termination: subparagraph 2(g) and paragraph 4.
3. TMI hereby represents and warrants it has substantially complied with all of the covenants, terms, and conditions of the SDSTA LUA.
4. TMI hereby represents and warrants it has not assigned or conveyed its interests under the SDSTA LUA or any part thereof to any party, and there are no outstanding rights granted by TMI to any subcontractor, licensee, or invitee for the use of or access to the real property covered by the SDSTA LUA.
5. Effective _____, 2024, TMI hereby reconveys to SDSTA all of TMI's right, title, and interest under the SDSTA LUA.

SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY

THYSSEN MINING, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Prepared by:

MAY, ADAM, GERDES & THOMPSON LLP
Timothy M. Engel
503 S. Pierre Street
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(605)224-8803
tme@mayadam.net

TERMINATION OF LAND USE AGREEMENT AND RECONVEYANCE

SDSTA PROPERTY - KAJV

This Agreement for Termination of Land Use Agreement and Reconveyance (this “Termination Agreement”) is made and entered into effective the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and Kiewit Alberici Joint Venture, 8510 W. Higgins Rd., Suite 400, Chicago, IL, 60631 (“KAJV”).

RECITALS

A. SDSTA and KAJV entered into a Facility and Land Use Agreement dated December 9, 2020 (the “SDSTA LUA”), under which SDSTA granted KAJV access to certain real property owned by SDSTA. The property covered by the SDSTA LUA is shown on Exhibit “A”, attached hereto and incorporated herein by this reference.

B. Access was granted to KAJV under the SDSTA LUA to facilitate the construction, operation, and maintenance of a temporary rock conveyor system (“TRCS”) to support the construction of the Long Baseline Neutrino Facility (“LBNF”) on property owned by SDSTA.

C. On August 16, 2022, the parties entered into an Addendum to Facility and Land Use Agreement relating to certain aircraft operations using certain SDSTA-owner property (the “Addendum”).

D. Thyssen Mining Inc. (“TMI”) is the owner of the TRCS.

E. The portion of the construction of LBNF which required the use of the TRCS is completed.

F. TMI has agreed to convey the TRCS to the Sanford Underground Research Facility Foundation (“SURFF”), a South Dakota not-for-profit corporation and supporting organization for SDSTA.

G. Because neither KAJV nor TMI require further use of or access to the property covered by the SDSTA LUA, it is necessary and appropriate to terminate the SDSTA LUA and re-convey all rights granted to KAJV under the SDSTA LUA to SDSTA.

AGREEMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. The SDSTA LUA is hereby terminated effective _____, 2024.
2. The following provisions of the SDSTA LUA shall survive termination: subparagraph 2(g) and paragraph 4. The following provisions of the Addendum shall survive termination: subparagraph 3(c) and paragraph 4.
3. KAJV hereby represents and warrants it has substantially complied with all of the covenants, terms, and conditions of the SDSTA LUA and the Addendum.
4. KAJV hereby represents and warrants it has not assigned or conveyed its interests under the SDSTA LUA or the Addendum or any part thereof to any party, and there are no outstanding rights granted by KAJV to any subcontractor, licensee, or invitee for the use of or access to the real property covered by the SDSTA LUA or the Addendum.
5. Effective _____, 2024, KAJV hereby reconveys to SDSTA all of KAJV’s right, title, and interest under the SDSTA LUA and the Addendum.

SOUTH DAKOTA SCIENCE AND
TECHNOLOGY AUTHORITY

KIEWIT ALBERICI JOINT VENTURE

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Prepared by:
Timothy M. Engel
May, Adam, Gerdes & Thompson LLP
503 S. Pierre Street
PO Box 160
Pierre, South Dakota 57501

EASEMENT

This Easement is made and entered into this ____ day of _____, 2021, by and between the South Dakota Science and Technology Authority, 630 East Summit Street, Lead, South Dakota, 57754 (“Grantor”) and Sanford Underground Research Facility Foundation, 630 E. Summit Street, Lead, South Dakota, 57754 (“Grantee”). For and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants to Grantee a temporary easement over certain real property shown on the attached Exhibit "A" (the “Servient Tenement”) for the Permitted Uses described herein.

2. No Representations or Warranties – Contamination. The Servient Tenement may be contaminated with mine tailings containing iron, arsenic, or other minerals, chemicals, or other materials which may be harmful to human health. The property rights described herein are granted on an “as is,” “where is” basis, with no representations or warranties, express or implied, concerning the condition of the Servient Tenement or its suitability for the Permitted Uses.

3. Permitted Uses. Grantee may only use the easement provided for herein for the purpose of the location and maintenance of a temporary rock conveyor system (“TRCS”) as shown on Exhibit “A” (the “Dominant Tenement”).

4. Further Conditions of the Easement. The easement over and upon the Servient Tenement is subject to the following further terms and conditions:

(a). The easement granted herein is non-exclusive, and Grantor reserves the right to enter the Servient Tenement. However, Grantor may not unreasonably interfere with the Grantee's Permitted Uses under this easement.

(b). Grantor shall be solely responsible for maintenance of the TRCS and to provide liability insurance coverage for the TRCS as provided by separate written agreement between Grantor and Grantee.

5. Term of Easement. The Easement provided for herein shall be for a term of four (4) years from the Effective Date or until Grantee no longer owns the TRCS, whichever occurs first. The Easement provided for herein shall run with the land and be binding upon, and inure to the

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NON-EXCLUSIVE PARTIAL ASSIGNMENT OF EASEMENT

Homestake Property

This Assignment is made and entered into the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and the Sanford Underground Research Facility Foundation, 630 E. Summit Street, Lead, SD, 57754 (“SURFF”).

RECITALS

A. SDSTA is the Grantee under and pursuant to an Agreement for Termination of Easements and Grant of Replacement Easement from Homestake Mining Company of California, relating to certain real property as shown on Exhibit “A”, attached hereto and incorporated herein by this reference (the “Homestake Easement”). The Homestake Easement is dated December 6, 2018, and was filed for record in the Office of the Register of Deeds of Lawrence County, South Dakota, on May 29, 2019, as Doc. 2019-02081

B. SURFF is the owner of a temporary rock conveyor system (“TRCS”) which is located on and over the property covered by the Homestake Easement. SURFF intends to maintain ownership of the TRCS for approximately three years, at which time it intends to convey ownership of the TRCS to SDSTA. Thereafter, SDSTA intends to utilize the SURFF for further expansion and development of underground laboratory space.

C. SDSTA desires to grant, and SURFF desires to accept, a partial, non-exclusive assignment of SDSTA’s rights under and pursuant to the Homestake Easement to facilitate SURFF’s ownership of the TRCS.

ASSIGNMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. SDSTA hereby assigns to SURFF, on a non-exclusive basis, SDSTA’s rights under the Homestake Easement, but only to the extent such rights relate to the placement and maintenance of the TRCS; this Assignment does not include any right to deposit rock or other materials in the

Open Cut or any other rights to the Open Cut itself. For the avoidance of doubt, this assignment does not include any right of access to or control of the Open Cut.

2. SURFF hereby accepts the assignment set forth above upon the terms and conditions set out herein. SURFF agrees it may only use the Homestake Easement for the Permitted Uses (as that term is defined in the Homestake Easement) and that it will not materially alter the TRCS. SURFF further agrees it will not use or operate the TRCS for any purpose during the term of this Assignment.

3. SDSTA, and its sole and exclusive expense, will secure and maintain the TRCS and provide liability insurance coverage as required by the Homestake Easement as provided by separate agreement between SDSTA and SURFF.

4. This Assignment is non-exclusive; SDSTA reserves to itself the right of access to the real property covered by the Homestake Easement for the purpose of securing and maintaining the TRCS as required by separate agreement with SURFF, and for other purposes as contemplated by the Homestake Easement.

5. SURFF shall have no obligation to indemnify Homestake, nor to dismantle or remove the TRCS.

6. SURFF accepts this assignment subject to the terms, covenants, and conditions set out below in the "Consent to Assignment."

7. The term of this Assignment shall commence effective as so the date of transfer of ownership of the TRCS to SURFF and shall terminate upon the transfer of ownership from SURFF to SDSTA.

8. The covenants, terms, and conditions of this Assignment shall be construed under and governed by the laws of the State of South Dakota without application of the conflicts of laws principles thereof and any applicable federal law. Any lawsuit arising out of related to this Assignment must be brought in a court of the South Dakota Unified Judicial System.

South Dakota Science and
Technology Authority

Sanford Underground Research
Facility Foundation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

State of South Dakota)
)ss
County of _____)

On this the ____ day of _____, 2024, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the South Dakota Science and Technology Authority, a _____, and that he/she as such _____, being authorized so to do, executed the foregoing name of the _____ by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this ____ day of _____, 2024.

Notary Public

(SEAL)

Notary Print Name:
My Commission Expires:

State of South Dakota)
)ss
County of _____)

On this the ____ day of _____, 2024, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Sanford Underground Research Facility Foundation, a foundation, and that he/she as such _____, being authorized so to do, executed the foregoing name of the foundation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this ____ day of _____, 2024.

Notary Public

(SEAL)

Notary Print Name:
My Commission Expires:

CONSENT TO ASSIGNMENT

Homestake Mining Company of California, 11457 Bobtail Gulch Street, Central City, SD, 57754, hereby consents to the foregoing assignment upon and terms set forth therein and upon the following additional terms and conditions:

- 1. SDSTA shall remain liable and responsible to Homestake for compliance with all of the "Easement Conditions" set out in paragraph 5 of the Homestake Easement.
- 2. The health and safety plan described in paragraph 6 of the Homestake Easement shall remain in effect throughout the term of the Assignment.
- 3. SDSTA shall remain responsible for the procurement and cost of general liability insurance as required by paragraph 7 of the Homestake Easement, and shall cause SURFF to be added to the general liability policy as an additional named insured.
- 4. By its acceptance of this Assignment, SURFF agrees to the limitation of liability set out in subparagraph 7.C of the Homestake Easement.
- 5. SDSTA shall remain liable for all liabilities and to indemnify the Homestake Indemnified Parties as provided in subparagraph 7.D of the Homestake Easement.

Homestake Mining Company of California

By: _____

Its: _____

Date: _____

State of _____)
)ss
County of _____)

On this the ____ day of _____, 2024, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Homestake Mining Company of California, a corporation, that he/she as such _____, being authorized so to do, executed the foregoing name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal this ____ day of _____, 2024.

Notary Public

(SEAL)

Notary Print Name:

My Commission Expires:

Prepared by:

MAY, ADAM, GERDES & THOMPSON LLP
Timothy M. Engel
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Pierre, SD 57501
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NON-EXCLUSIVE ASSIGNMENT OF EASEMENT

City of Lead Property

This Assignment is made and entered into the ___ day of _____, 2024, by and between the South Dakota Science and Technology Authority, 630 E. Summit Street, Lead, SD, 57754 (“SDSTA”) and the Sanford Underground Research Facility Foundation, 630 E. Summit Street, Lead, SD, 57754 (“SURFF”).

RECITALS

A. SDSTA is the Grantee under and pursuant to an Easement granted by the City of Lead, South Dakota (the “City”) relating to certain real property as shown on Exhibit “A”, attached hereto and incorporated herein by this reference (the “City Easement”). The City Easement is dated May 2, 2016, and was filed for record in the Office of the Register of Deeds of Lawrence County, South Dakota, on May 4, 2016, as Doc. 2016-01972.

B. SURFF is the owner of a temporary rock conveyor system (“TRCS”) which is located on and over the property covered by the City Easement. SURFF intends to maintain ownership of the TRCS for approximately three years, at which time it intends to convey ownership of the TRCS to SDSTA. Thereafter, SDSTA intends to utilize the SURFF for further expansion and development of underground laboratory space.

C. SDSTA desires to grant, and SURFF desires to accept, a non-exclusive assignment of SDSTA’s rights under and pursuant to the City Easement to facilitate SURFF’s ownership of the TRCS.

ASSIGNMENT

For and in consideration of the foregoing Recitals, which are hereby made a substantive part of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties AGREE as follows:

1. SDSTA hereby assigns to SURFF, on a non-exclusive basis, SDSTA’s rights under the City Easement.

2. SURFF hereby accepts the assignment set above upon the terms and conditions set out herein. SURFF agrees it may only use the City Easement for a Permitted Use (as that term is defined in the City Easement) and that it will not materially alter the TRCS. SURFF further agrees it will not use or operate the TRCS for any purpose during the term of this Assignment.

3. SDSTA, and its sole and exclusive expense, will secure and maintain the TRCS and provide general liability insurance coverage as mandated by the City Easement as provided by separate agreement between SDSTA and SURFF.

4. This Assignment is non-exclusive; SDSTA reserves to itself the right of access to the real property covered by the City Easement for the purpose of securing and maintaining the TRCS as required by separate agreement with SURFF, and for other purposes as contemplated by the City Easement.

5. SURFF shall have no obligation to indemnify the City, nor to dismantle or remove the TRCS; SDSTA shall remain obligated to indemnify the City and shall have responsibility for dismantling and removing the TRCS as provided in the City Easement.

6. The term of this Assignment shall commence effective as so the date of transfer of ownership of the TRCS to SURFF and shall terminate upon the transfer of ownership from SURFF to SDSTA.

7. The covenants, terms, and conditions of this Assignment shall be construed under and governed by the laws of the State of South Dakota without application of the conflicts of laws principles thereof and any applicable federal law. Any lawsuit arising out of related to this Assignment must be brought in a court of the South Dakota Unified Judicial System.

South Dakota Science and
Technology Authority

Sanford Underground Research
Facility Foundation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

