ACCESS AND USE AGREEMENT

This Access and Use Agreement is made effective _____ by and among USS Lead, a ___ _____ corporation ("Licensee") and the City of East Chicago, Indiana ("Licensor").

BACKGROUND

Licensor is the record owner and is in possession of eight (8) parcels of property (the "Site") located within the City of East Chicago, Indiana, at the addresses and with the parcel numbers listed in Table 1 of **Exhibit A** attached hereto. Figure 1 in **Exhibit A** shows the locations of the monitoring wells OU1MW1 through OU1MW8 and the parcels where they will be installed. Licensee retained Environmental Resources Management, Inc. ("ERM") to conduct on behalf of Licensee the activities at the Site that are described in **Exhibit B** attached hereto (the "Site Activities"). Licensor is willing to allow the Site Activities in order to facilitate Licensor's and Licensee's making certain determinations and/or addressing certain conditions relating to the Site.

NOW, THEREFORE, in order to facilitate the performance of the Site Activities and in consideration of the premises and the mutual covenants, promises and agreements contained herein, Licensor and Licensee, intending to be legally bound hereby, agree as follows:

1. Licensor agrees to make the Site available to Licensee and ERM, as Licensee's agent, for the purposes of conducting the Site Activities. Licensor is aware that the Site Activities requires that certain environmental tests (as described on **Exhibit B** attached hereto) be conducted at the Site.

2. Licensee may provide to Licensor certain information concerning the Site that it learns as a result of the Site Activities. However, Licensor acknowledges that ERM does not have any contractual obligations to Licensor. Licensor further acknowledges that neither this Agreement nor the conduct of the parties hereto shall be construed as granting to Licensor any right to rely on information provided by ERM to Licensee that Licensee makes available to Licensor, or any third party beneficiary rights under any agreement between Licensee and ERM.

3. Licensor hereby grants and conveys to Licensee and its employees, agents, consultants, contractors, including without limitation, ERM and its subcontractors, and any other authorized representatives (collectively, "Grantees"), the right of ingress and egress to and from the Site and the right to use the Site for the purposes contemplated hereby.

4. Licensor may provide Licensee with information relating to the Site, including, but not limited to, the location of subterranean structures and obstacles at the Site (the "Information"). Unless advised by Licensor in writing to the contrary, Grantees shall have the right to rely on the Information.

5. Licensee shall require that all Grantees conduct all Site Activities in accordance with all applicable laws and regulations. All field activities will occur on weekdays. Licensee will promptly repair any damage that may occur as a result of activities caused by Grantees. Licensee will use reasonable efforts during all activities conducted on the property to minimize disruption to business or use of property. All investigative-derived waste produced will be containerized and removed for appropriate management in accordance with all applicable laws and regulations of local, state and federal entities.

6. Each of Licensor and Licensee agree that, absent Grantees' negligence in conducting activities at the Site, Grantees shall not be liable to Licensor or any person claiming by, through, or under it for any claims, suits, losses, damages, costs and demands in connection with or arising from Grantees' activities at the Site. In addition to, and not in limitation of, the foregoing, in no event shall Grantees have any liability for any consequential and incidental damages of any nature whatsoever or damage to, or injury resulting from damages to, subterranean structures

(pipes, tanks, cables or other utilities, etc.) that are not called to Grantee's attention in writing and correctly shown on the Information.

7. Licensee shall indemnify, hold harmless and release Licensor from any damages, losses, personal injury or claims arising from or in connection with the performance of the Site Activities. The obligations provided for in the immediately preceding sentence shall survive the completion of the Site Activities.

8. This Agreement constitutes the entire agreement between Licensor and Licensee concerning the matters discussed herein and may not be modified or amended except in writing signed by all of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Access and Use Agreement as of the date first written above.

LICENSOR

By:_____

Name:_____

Title:_____

LICENSEE

By:_____

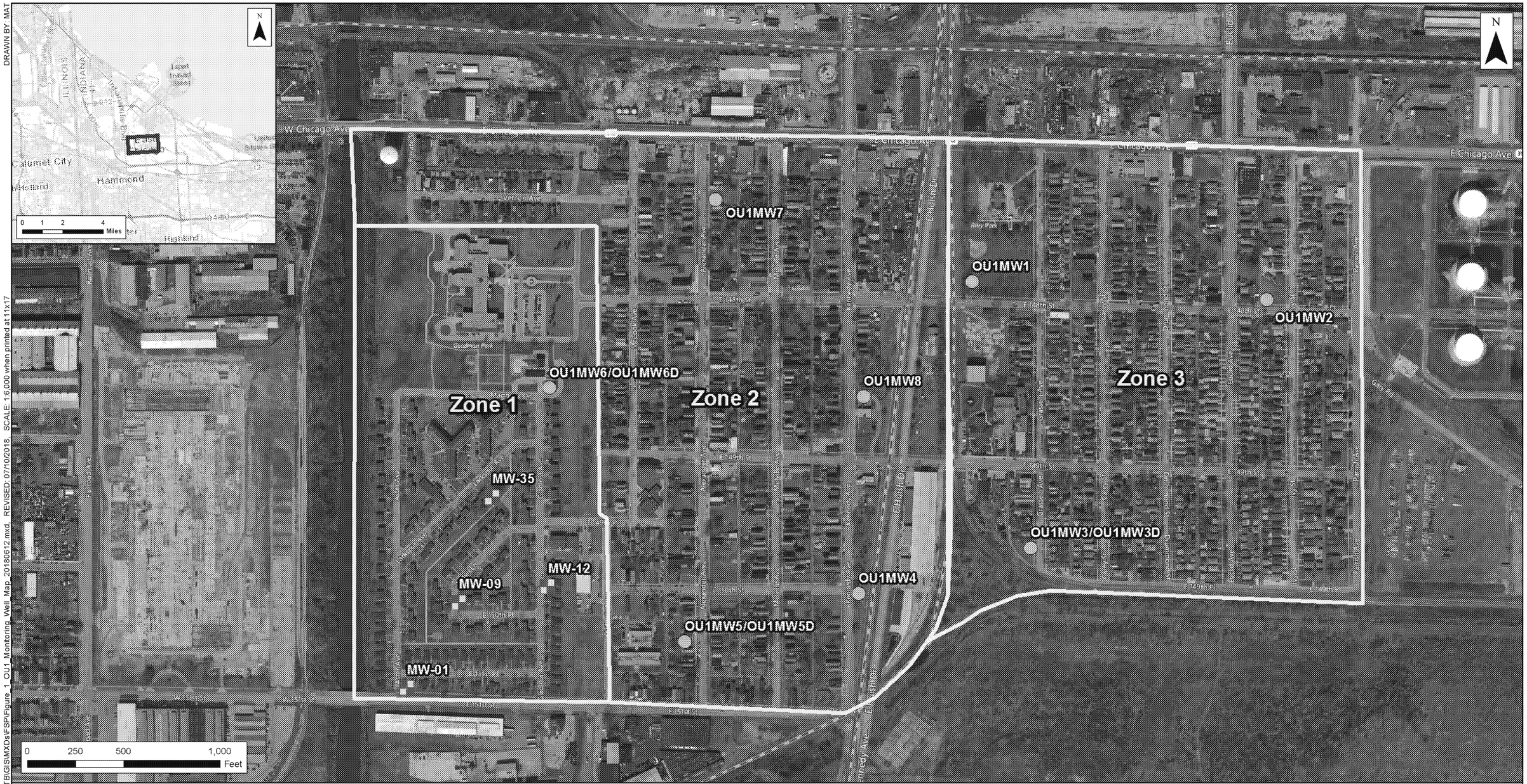
Name:_____

Title:_____

EXHIBIT A
Description of Property

EXHIBIT A - TABLE 1
LIST OF PROPERTIES FOR ACCESS AGREEMENT

Well Location	*Address*	*Parcel Number*	*Property Owner*
OU1MW1	Personal Address / Ex. 6		City of East Chicago
OU1MW2			City of East Chicago
OU1MW3			City of East Chicago
OU1MW4			City of East Chicago
OU1MW5			City of East Chicago
OU1MW6			City of East Chicago, Department of Parks and Recreation
OU1MW7			City of East Chicago Department of Redevelopment
OU1MW8			City of East Chicago



Legend

- Proposed Monitoring Well Location
- Approximate Existing Monitoring Well Location
- Approximate Operable Unit 1 Boundary

Notes:

Existing monitoring well locations based on map by Amerco, Inc.

Operable Unit 2 includes the groundwater under Operable Unit 1.

Figure 1
Proposed Monitoring Well Location Map
Remedial Investigation/Feasibility Study Plans - OU2
U.S. Smelter and Lead Refinery, Inc.
East Chicago, Indiana

Environmental Resources Management
www.erm.com

DRAWN BY: MAT

P:\Projects\0432213 ERM MRRC US USS Lead S TB\GIS\MXDs\FSP\Figure_1_OU1_Monitoring_Well_Map_20180612.mxd, REVISED 07/10/2018, SCALE: 1:6,000 when printed at 11x17

Coordinate System: NAD 1983 StatePlane Indiana West FIPS 1302 Feet

EXHIBIT B
Site Activities

EXHIBIT B

SITE ACTIVITIES

Eight shallow wells and three deep wells will be installed and sampled for four consecutive quarters and the depth to water in each of them will be collected each quarter and evaluated to determine the direction and velocity of the groundwater in the area. The area covered includes the residential area designated by the U.S. Environmental Protection Agency Region 5 as OU1 in the USS Lead Superfund Site. The well locations are shown on Figure 1 and the addresses are provided in Table 1. Deep wells will be installed at OU1MW3, OU1MW5, and OU1MW6, which provides one deep well in each OU1 zone.

INSTALLATION OF MONITORING WELLS, DEVELOPMENT, AND COLLECTION OF GROUNDWATER SAMPLES

Field personnel will complete a detailed review of potential subsurface obstructions before installing the wells. The procedure includes a site walk for visual inspection of the area (preferably with a City employee familiar with the local utilities), public utility locates, private utility locates, and compressed air excavation to a depth of 5 feet at each monitoring well location.

The 11 monitoring wells will be installed using a Geoprobe® rig equipped with 4 ¼ -inch-diameter hollow-stem augers. The shallow monitoring wells will be constructed of 2-inch-diameter, PVC, 10-foot-long well screens with PVC risers. The top of the well screens will be set a minimum of three feet below ground surface (BGS) and approximately three feet above the water table to account for potential seasonal variations. The deep wells will be constructed with 5-foot-long well screens and screened from approximately twenty-five to thirty feet BGS.

A filter pack consisting of No. 5 coarse-grained sand will be placed around the screen to approximately 1 to 2 feet above the top of the screen in each well. A seal consisting of bentonite chips will be placed above the filter pack to the ground surface. The wells will be finished at the ground surface with flush-mounted, steel, locking well vaults sealed in concrete.

Following installation, each well will be developed and subsequently sampled for four quarters.

COLLECTION OF HYDROGEOLOGICAL INFORMATION

Once the monitoring wells are installed, the latitude, longitude, top of casing, and ground elevation of each monitoring well will be surveyed by a licensed professional. Depth-to-water measurements will then be collected to evaluate the hydraulic gradient in the area.

ERM will perform slug tests of the eleven new monitoring wells to evaluate the hydraulic properties of the aquifer beneath the Site. Slug testing includes inserting and then removing a PVC slug and measuring (with an electronic instrument) the drop or rise (respectively) of the water level over time until it returns to a static water level.

INVESTIGATIVE-DERIVED WASTE COLLECTION AND DISPOSAL

All investigative-derived waste produced will be containerized and removed for appropriate management in accordance with all applicable laws and regulations of local, state and federal entities.