

PROPERTY ACCESS AGREEMENT

Douglas County (hereinafter "Owner"), as owner of the real estate known as parcel number TS0300130900 on the Douglas County tax maps (the "Property"), hereby grants to Beazer East, Inc. ("Beazer"), a Delaware corporation with a contact and address of Beazer East, Inc. c/o Three Rivers Management, Inc., 600 River Avenue, Suite 200, Pittsburgh, PA 15212, the United States Environmental Protection Agency ("EPA"), and the Wisconsin Department of Natural Resources ("WDNR"), and their respective employees, agents and contractors, the right, at Beazer's, the EPA's, and the WDNR's respective sole costs and expenses, to enter upon the Property for the purposes of soil, sediment, groundwater, and surface water sampling, and associated survey activities (the "Work"). The Work is being performed in conjunction with ongoing investigations associated with the former Koppers Inc. wood-treating facility in Superior, Wisconsin.

It is expressly agreed and understood that this agreement shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever, and that Owner has absolute, complete, and unimpeded right to deal with the real estate in question as any other party with fee simple title except that Owners, their heirs, administrators, executors, successors and assigns shall, during the term of this Access Agreement, in no way interfere with Beazer, the EPA, the WDNR, or their respective employees, agents or contractors conducting the Work.

Beazer agrees to defend, indemnify and save Owner harmless, from all losses, claims, liabilities, expenses and costs of any kind suffered by Owner which are the direct result of the wrongful or grossly negligent act or omission of Beazer, its employees, agents or contractors, in connection with Beazer's exercise of the rights granted herein.

This agreement shall be and remain in effect for a period of one year from date hereof, and thereafter shall be automatically renewed from year to year unless terminated by either party providing 60 days prior written notice to the other party.

Beazer agrees that upon completion of this project, it shall promptly remove all of its personal property from the Property.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have caused this instrument to be duly signed this 26th day of September, 2019.

WITNESS:

OWNER:

Cheryl J. Westman
Deputy County Clerk

Ausan J. Sandvik
Douglas County Clerk

WITNESS:

BEAZER EAST, INC.:

Shirley Kelly

Michael M