



TILDEN MINING COMPANY L.C.
Managed by The Cleveland-Cliffs Iron Company
PO Box 2000, Ishpeming, MI 49849-0901
P 906.475.3600 clevelandcliffs.com

August 10, 2022

City of Marquette
c/o Dennis Stachewicz
300 W Baraga Ave,
Marquette, MI 49855
dstachewicz@marquettemi.gov

VIA ELECTRONIC MAIL

**RE: Letter Agreement for Reimbursement of Certain Environmental Assessment Services
and Cultural Resources Technical Services Costs**

This Letter Agreement is between the City of Marquette ("City"), a Michigan municipal corporation whose address is 300 W Baraga Ave, Marquette, MI 49855 and Tilden Mining Company L.C. by The Cleveland-Cliffs Iron Company as Managing Agent ("Tilden").

The City is in the process of contracting with a consultant for environmental assessment services ("EAS Work") and cultural resources technical services ("CRTS Work") to support the National Environmental Policy Act review process for the Dredging the Mouth of the Dead River Project located in Marquette, Michigan. The EAS and CRTS Work is required as part of the City's efforts to straighten the existing river channel into Lake Superior to remove sand deposited next to the existing coal conveyor and ore dock owned by Cleveland-Cliffs, Inc. The City has received a proposal dated May 27, 2022 detailing the scope of the required EAS Work, which estimates the total cost between \$47,079 and \$56,956. The City has also received a proposal dated May 20, 2022 detailing the scope of the required CRTS Work, which estimates the cost as \$31,358.00.

To facilitate the CRTS Work and the EAS Work as laid out in the May 27, 2022 and May 20, 2022 proposals, Tilden hereby offers to reimburse the City for up to \$88,314 of costs actually incurred or paid. Upon receipt of invoices from the City for costs paid or incurred by it for the EAS and CRTS Work, Tilden will pay the City up to a total amount of \$88,314.

Tilden will not be responsible for reimbursing any costs incurred over \$88,314. If there is a material change in the scope of work or costs necessary to complete the EAS and CRTS Work, and Tilden agrees that such changes are necessary, this Agreement may be amended in writing signed by Tilden to increase the amount available for reimbursement.

Once acknowledged and agreed to by the duly authorized representative of City, this Agreement will remain in full force and effect for two (2) years, unless terminated sooner. Termination of this Agreement may be made without cause, by either party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail. Tilden will remain responsible to reimburse any costs authorized herein only to the extent it was for Work performed prior to the effective date of the termination.

Neither party is or shall be considered a contractor, subcontractor, or joint venturer with the other party in the performance of this Agreement, nor shall either party be considered to be directing the other party's work hereunder. This Agreement shall not be construed so as to create rights or obligations in any third parties. The rights, duties and obligations contained in this Agreement shall operate only between the parties, and shall inure solely to the benefit of the undersigned.

This Agreement constitutes the entire agreement among the parties with respect to payment for the Work and supersedes conflicting provisions set forth in all other prior agreements, understandings, representations and communications, both written and oral, as the case may be. Any amendment hereto shall be in writing and signed by all parties hereto. No waiver or modification of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan and the jurisdiction over any action arising hereunder shall be situation in Marquette County.

Please sign below to indicate your acknowledgement of, and agreement to, the terms of this Agreement and return the executed copy to me at your earliest convenience. If you have any questions, please do not hesitate to contact Ryan Korpela at Ryan.Korpela@clevelandcliffs.com.

Tilden Mining Company L.C. by The Cleveland-
Cliffs Iron Company as Managing Agent

By: 

Name: James Kochevar

Title: Vice President, Iron Ore Operations

Date: AUGUST 25, 2022

ACKNOWLEDGED AND AGREED

City of Marquette

By: 

Name: DENNIS M. STACHEWICZ, JR.

Title: COMMUNITY DEVELOPMENT DIRECTOR

Date: 8/10/22