



Clean Harbors Environmental Services, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
781.792.5000
www.cleanharbors.com

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OHIO EPA
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DIV. OF HAZARDOUS
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February 6, 2009

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, OH 43216-1049

**Re: Environmental Covenant Distribution
Clean Harbors Environmental Services, Inc.
Successor in Interest to Clean Harbors of Cleveland
2900 Independence Road, aka 2900 Broadway Road, Cleveland, Ohio
United States v. Clean Harbors of Cleveland, Inc. (EPA ID# OHD 000 724 153)
Civil Action No. 1:90CV1448 (N.D. Ohio), entered Sept. 28, 1990**

To whom this may concern:

Clean Harbors Environmental Services, Inc., successor in interest to Clean Harbors of Cleveland, is obligated under a Consent Decree with the United States Environmental Protection Agency to notify interested parties of deed restrictions imposed on the real property referenced above.

You have been identified as an interested party, and are hereby provided a copy of executed Environmental Covenant which has been recorded with the Cuyahoga County Assessor's office.

Please call the undersigned at 781-792-5800 should you have any questions.

Sincerely,

Norman G. Nelhuebel
Vice President
Environmental Liabilities

Enclosure

ENVIRONMENTAL COVENANT
Clean Harbors Environmental Services, Inc.

This Environmental Covenant is made as of the 8th day of ~~JANUARY~~⁹ 2008, by and among Clean Harbors Environmental Services, Inc., a Massachusetts corporation (“Clean Harbors”), successor in interest to Clean Harbors of Cleveland, Inc., a Massachusetts corporation, owner of the real property located at 2900 Independence Road, Cleveland, Ohio, aka 2900 Broadway Road, Cleveland, Ohio, and more fully described in Exhibit A, attached hereto and incorporated by reference herein (the “Property”) and the Holder (as further identified below) pursuant to Ohio Revised Code (ORC) §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations and to the rights of access described below.

Whereas, the Property may be subject to Sections 3008(h) and 7003 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6928(h) and 6973;

Whereas, on September 26, 1990, Clean Harbors of Cleveland, Inc., a Massachusetts corporation, entered into a Consent Decree (as defined herein) with the United States Environmental Protection Agency (U.S. EPA) to investigate and remediate two specific areas of the Property, known as the “Diked Area” and the “Chromic Acid Spill Area”, that were thought to be contaminated by a prior owner of the Property. Pursuant to that Consent Decree, Clean Harbors completed the necessary investigations as outlined in the Consent Decree and submitted a report stating the results of the investigations and conclusions;

Whereas, Clean Harbors conducted sampling of the area and screened the results against USEPA Region 9 Preliminary Remediation Goals and found that the levels of contaminants were below these screening levels. The screening was based on assumptions that the future land use will be consistent with the present land use—i.e., industrial and limited commercial activities. The screening also assumed that groundwater use will be restricted to non-drinking water use pursuant to Ohio Administrative Code 3745-300-10;

Whereas, on September 14, 2006, U.S. EPA public noticed the Statement of Basis for the Selection of Corrective Measures for the Property. On November 7, 2006, U.S. EPA issued the Final Decision Document and Response to Comments for selection of the Corrective Measures (FDDRC) at the Property. U.S. EPA identified implementation of institutional controls and restrictions on the use of the Property as the selected remedy;

Whereas, U.S. EPA maintained the FDDRC Administrative Record (as defined herein) at the Cleveland Public Library, Main Branch, 325 Superior Ave., N.E., Cleveland, OH 44114-1271, and U.S. EPA, Region 5, Waste, Pesticides and Toxics Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590. The FDDRC Administrative Record is still maintained at U.S. EPA’s offices;

Whereas, on July 26, 2005, Clean Harbors submitted to U.S. EPA a workplan for additional sampling in the Diked Area and the Chromic Acid Spill Area to determine if any contaminants were in the soil and groundwater above human health risk screening levels for Industrial/Commercial Activities (as defined herein). U.S. EPA approved the workplan on August 17, 2005, and Clean Harbors performed sampling at the facility in October and

November of 2005. A report dated March 2006 was submitted with the results of this sampling and it was determined that the contaminants were below the risk screening levels for Industrial/Commercial Activities;

Whereas, the Owner and Holder (as defined herein) hereto have agreed: 1) to grant a permanent right of access over the Property to the Access Grantees (as defined herein) solely for purposes of implementing, facilitating or monitoring the remedial action and 2) to impose on the Property activity and use limitations as covenants that will run with the land for the purpose of protecting human health and the environment.

Definitions All capitalized terms shall have the definitions identified herein. A capitalized term in this Environmental Covenant which is not defined herein shall have the same meaning as set forth in Sections 5301.80 to 5301.90 Ohio Revised Code or RCRA.

A. **Agencies**. Means the Ohio Environmental Protection Agency (OEPA) and/or U.S. EPA and their respective officers, employees, agents, contractors and other invitees. For the purposes of this Environmental Covenant, the U.S. EPA is the agency responsible for overseeing the corrective measures and use restrictions at the Property and, therefore, is the "Agency" as defined in ORC 5301.80(B) and the "applicable agency" as that term is used in ORC 5301.80-5301.92.

B. **Access Grantees**. Means the OEPA and U.S. EPA and their respective officers, employees, agents, contractors and other invitees (collectively, "Access Grantees")

C. **Consent Decree or CD**. Means the consent decree entered on September 28, 1990, between the U.S.EPA and Clean Harbors of Cleveland, Inc., Docket No. 1:90CV1448. The CD was entered into pursuant to U.S. EPA's authority to require environmental remediation and corrective measures under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* The CD and FDDRS identify the Environmental Response Project selected and ordered under federal law.

D. **CD Administrative Record**. Means the Administrative Record U.S. EPA maintains related to the CD. A copy of the CD Administrative Record is maintained at the U. S. EPA Region 5 Records Center, 7th Floor, 77 W. Jackson Blvd., Chicago, Illinois.

E. **Final Decision Document and Response to Comments (FDDRC)**. Means the Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property, dated November 7, 2006.

F. **FDDRC Administrative Record**. Means the Administrative Record U. S. EPA maintained related to its selection of Corrective Measures for the Property. U. S. EPA maintains the FDDRC Administrative Record at U.S. EPA, Region 5, Waste, Pesticides and Toxics Division, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590.

G. **Holder**. Means Clean Harbors Environmental Services, Inc., a Massachusetts corporation, whose address is 42 Longwater Drive, Norwell, Massachusetts.

H. Industrial/Commercial Activities This term includes, but is not limited to: (i) wholesale and retail sales and service activities including, but not limited to retail stores, and automotive fuel, sales and service facilities; (ii) governmental, administrative and general office activities, (iii) manufacturing, processing, packaging, handling and warehousing activities, including, but not limited to, production, storage and sales of durable goods and other products; (iv) research and development, including all ancillary and supporting activities incident thereto; (v) other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blend-stocks, feed-stocks and/or by-products, durable goods; (vi) activities which are consistent with or similar to the above listed activities together with related parking areas and driveways, but excludes Residential and Other Prohibited Activities.

I. Owner. Means Clean Harbors Environmental Services, Inc., a Massachusetts corporation, located 42 Longwater Drive, Norwell, Massachusetts, and its successors and assigns.

K. Residential and Other Prohibited Activities. This term includes, but is not limited to: (i) single and multi-family dwellings and rental units; (ii) day care centers and preschools; (iii) educational and religious facilities; (iv) hospitals, assisted living facilities and other extended care medical facilities and medical and dental offices; (v) restaurants and other food and beverage services (e.g., food stores, restaurants and banquet facilities); (vi) indoor or outdoor entertainment and recreational facilities; (vii) hotel and motels; and (viii) transient or other residential facilities.

L. Transferee. This term shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees but it excludes the Agencies.

Now therefore, Owner and Holder agree to the following:

1. Environmental Covenant. This instrument is an Environmental Covenant executed and delivered pursuant to §§ 5301.80 to 5301.92 of the Ohio Revised Code. Owner joins in this Environmental Covenant in order to subject its interest in the Property which it may now or hereafter hold to the terms of this instrument.

2. Property. The two parcels of real property which together contain 5.5 acres located in Cleveland, Ohio (the "Property") which are subject to the environmental covenants set forth herein are described in Exhibit A attached hereto and incorporated by reference herein. The Property is outlined by heavy black line on the copy of the Cuyahoga County, Ohio Auditor's tax map (the "Map") attached hereto as Exhibit B.

3. Activity and Use Limitations on the Property.

(a) Owner agrees for itself and its successors not to permit the Property to be used in any manner that would reasonably interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented and are required by the FDDRC and the CD unless the written consent of the U.S. EPA to such use is first obtained. Except for routine maintenance or repair of existing pipes or structures on or under the Property, Owner agrees that, as to its use of the Property, Owner shall not

permit any drilling, digging, below-grade building, or the below-grade installation, below-grade construction, or removal of any buildings, wells, pipes, roads, ditches, or any other structures on the Property unless the written consent of U.S. EPA to such activity is first obtained. Further, Owner agrees for itself and its successors in title to refrain from bringing, and to refuse to grant permission to any other person to unlawfully bring waste onto the Property, except in accordance with any applicable federal, state, or local permit or regulation, or the CD.

(b) Owner covenants that the Property may only be used for Industrial/Commercial Activities and then only after review and approval of U.S. EPA. The U.S. EPA's review and approval or disapproval shall not be unreasonably withheld, delayed, or conditioned. The Property shall not be used for Residential and Other Prohibited Activities.

(c) Owner covenants that there shall be no consumptive use of Property groundwater, either on or off the Property, by Owner.

(d) Owner covenants that it is the sole responsibility of the Owner or Transferee to ensure that the use of the Property is solely and exclusively for Industrial/Commercial Activities.

(e) Owner agrees that it will notify the Agencies within thirty (30) days of becoming aware of any violation of this Environmental Covenant and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and U.S. EPA.

4. Running with the Land. This Environmental Covenant shall be binding upon the Owner, the Holder and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein.

5. Notices to Agencies. Neither Owner nor any Holder or Transferee shall transfer any interest in the Property or make proposed changes in the use of the Property or make applications for building permits for, or proposals for any work in the Property without first providing notice to the Agencies and obtaining any approvals or consents thereto.

6. Access to the Property. Owner hereby grants to the Agencies and to the Holders an unrestricted right of access to the Property to take any reasonable action authorized by law; or any reasonable action related to implementation, oversight or enforcement of this Environmental Covenant, the FDDRC and the CD. Such rights of access shall be for the purpose of obtaining samples; inspecting or copying records, operating logs, contracts or other documents related to the environmental condition of the Property; surveying and making soil tests of the Property; locating utility lines; digging or disturbing the surface of the Property; and/or construction of barriers or other appurtenance to the land that may be reasonably necessary to enforce the covenants and obligations set forth herein. At any sampling event, Owner may obtain split samples. The access rights conferred by this paragraph do not limit any statutory authority of the Agencies nor do they provide any rights against the Agencies.

7. Owner Duty to Execute Environmental Covenant Owner agrees to properly execute this Environmental Covenant so that it runs with the land; provides the Agencies with the authority to seek injunctive or other equitable relief for its violation pursuant to ORC 5301.91(A)(1)-(4); and is in compliance with ORC Section 5301.80 to 5301.92. Owner agrees to provide the institutional controls with respect to the Property that are set forth in this Environmental Covenant. Owner executes and delivers this Environmental Covenant to satisfy and implement and maintain the institutional controls identified in the FDDRC and CD.

8. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations, and grants of access set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Property or any portion thereof, the notice shall be substantially in the form set forth in Exhibit C. Owner, Holder and Transferee shall notify the Agencies within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the property being transferred, a survey or other acceptable map of the property being transferred; and the closing date of the transfer of ownership of the property.

9. Amendment or Termination. This Environmental Covenant may be modified, amended or terminated while Owner owns the Property only by a writing signed by Owner, the Holder(s) and U.S. EPA pursuant to ORC 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Cuyahoga County, Ohio. Upon transfer of all or any portion of the Property, Owner waives any rights that it might otherwise have under Section 5301.90 of the Ohio Revised Code to withhold its consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that it has transferred its interest in that portion of the Property affected by said modification, amendment or termination. The rights of Owner's successors in interest as to a modification, amendment or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the Ohio Revised Code.

10. Representations of Owner. Owner represents and warrants to the other signors hereto that:

A. Owner is the sole owner of the Property;

B. Owner holds fee simple title to the Property which is free, clear and unencumbered except for those encumbrances listed in Exhibit D, which are fully incorporated by reference herein;

C. Owner has identified all other parties, identified in Exhibit D, that hold any interest (e.g., encumbrance) in the Property and will use best efforts to notify such parties of the Owner's intention to enter into this Environmental Covenant;

D. Owner has the power and authority to make and enter into this Environmental Covenant and to grant the rights and interests herein provided and to carry out all obligations hereunder;

E this Environmental Covenant has been executed and delivered pursuant to the CD; and

F. except as to the mortgage holder who has provided its prior written consent, this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected.

11. Right to Enforce Agreement Against Owner. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance.

In the event that Owner or any other person should attempt to violate the terms of this Environmental Covenant, then U.S. EPA or Ohio EPA shall have the right to immediately seek judicial relief, including, but not limited to an appropriate equitable remedy. Any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction upon application by U.S. EPA or Ohio EPA without notice or posting bond.

12. Compliance Reporting Owner and any Transferee shall submit to the Agencies and Holder(s) on an annual basis, starting on February 1, 2009, a written certification which complies with the requirements of Ohio Administrative Code 3745-50-42(B)-(D) that the activity and use limitations remain in place and are being complied with. At the same time, Owner shall report compliance with this Environmental Covenant pursuant to ORC 5301.82(B)(1).

13. Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate with U.S. EPA to assist it in implementing the rights granted it under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be reasonably requested by U.S. EPA to supplement or confirm the rights granted hereunder. Further, Owner agrees to cooperate with U.S. EPA to obtain compliance with the terms of this Environmental Covenant if there is a violation of this Environmental Covenant.

14. Cumulative Remedies; No U.S. EPA Waiver of Authority or Assumption of Obligations. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available

hereunder or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms of this Environmental Covenant or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of U.S. EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect U.S. EPA's rights hereunder.

No action or decision by U.S. EPA related to environmental remediation at the Property shall independently give rise to judicial review under this Environmental Covenant. Nothing in this Environmental Covenant shall restrict the U.S. EPA from exercising any authority it may have under applicable law. U.S. EPA reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable.

U.S. EPA does not assume any obligations under this Environmental Covenant. U.S. EPA's signature to this Environmental Covenant does not constitute a commitment, contract, or obligation for future action on the part of U.S. EPA.

15. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall record this Environmental Covenant with the Cuyahoga County Recorder's Office in the same manner as a deed to the Property, and pursuant to ORC § 5301.88.

17. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Cuyahoga County Recorder's Office.

18. Distribution of Environmental Covenant. Within sixth (60) days after the date of the final required signature the Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to:

A. Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency
Northeast District Office
2110 Aurora Road
Twinsburg, Ohio 44087

- B. Cleveland City Hall
601 Lakeside Avenue
Cleveland, Ohio 44114
- C. U.S. Environmental Protection Agency
Director, Land and Chemicals Division
77 W. Jackson Blvd.
Chicago, Illinois 60604-3590; and
- D. To each person then holding a recorded interest in the Property.
19. Notices – All other notices, requests, demands or other communications required or permitted under this Environmental Covenant shall be given to the Agencies at the addresses set forth herein.
20. Governing Law. Except as provided herein, the laws of the State of Ohio shall be the governing law. Federal law shall govern issues related to environmental remediation; the adequacy of the institutional controls to protect human health and the environment; and issues involving or relating to the U.S. EPA. The federal court for the appropriate judicial district shall have jurisdiction of any action involving the U.S. EPA.
21. Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.
22. Time of the Essence. Time is of the essence of each and every performance obligation of Owner under this Environmental Covenant.
23. Assignment; Transfer of Interest. In the event of any assignment or other transfer of Owner's entire interest in the Property, and provided that Owner has substantially complied with all applicable provisions of this Environmental Covenant, the prior Owner shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Environmental Covenant arising out of any act, occurrence or omission occurring after the consummation of such sale; and the Transferee shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such Transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of the former Owner under this Environmental Covenant.

EXHIBIT A

Parcel 1:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being part of Original Newburgh Township Lot No. 269, further described as follows:

Commencing at the intersection of the east line of Independence Road, 60 feet wide, with the south line of Broadway Southeast, 53.0 feet from the centerline;

Thence with the south line of Broadway, South 58 deg. 45' 30" East to the point of tangency of the turnout from the east line of Independence Road, a distance of 55.51 feet and being the Point of Beginning;

Thence continuing South 58 deg. 45' 30" East with the south line of Broadway, a distance of 365.77 feet;

Thence South 2 deg. 09' 10" East to the north line of E.I. Dupont de Nemours and Company, a distance of 565.08 feet;

Thence with said North line of E.I. Dupont de Nemours and Company South 87 deg. 50' 50" West, a distance of 100.00 feet to the centerline of East 26th Street, vacated;

Thence with the former centerline of East 26th Street, South 2 deg. 09' 10" East, a distance of 44.04 feet;

Thence South 87 deg. 50' 50" West to the northeasterly line of Independence Road, a distance of 142.52 feet;

Thence the following courses on the easterly line of Independence Road;

North 34 deg. 47' West, a distance of 112.35 feet;

North 16 deg. 48' West, a distance of 155.83 feet;

North 14 deg. West, a distance of 100.06 feet;

North 7 deg. 29' 11" West, a distance of 176.80 feet;

Thence North 87 deg. 50' 50" East, a distance of 10.00 feet;

North 1 deg. 59' West, a distance of 100.32 feet to the south line of a property now or formerly of The Vaughan Paint Company;

Thence with the south line of said Vaughan Paint Company, North 87 deg. 50' 50" East, a distance of 108.55 feet;

Thence North 2 deg. 14' 45" East to the southeasterly corner of a 12.0 foot alley, a distance of 0.51 feet;

Thence with the east end of said alley, North 31 deg. 14' 30" East, a distance of 12.0 feet;

Thence with the northerly line of said 12.0 foot alley, North 58 deg. 45' 30" West to the east line of Independence Road, a distance of 137.66 feet;

EXHIBIT A cont.

Thence with the east line of said Independence Road, North 1 deg. 59' West, a distance of 78.93 feet to a point of curve;

Thence with a curve to the right, an arc distance of 64.52 feet, said curve having a radius of 30 feet and a chord bearing North 59 deg. 37' 45" East, a distance of 52.78 feet to the point of tangency on Broadway, being the Point of Beginning, containing 5.454 acres, more or less, but subject to all legal highways.

Parcel 2:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 6 in A. Holly's Allotment of part of Original One Hundred Acre Lot No. 269 in said City. Said Sublot No. 6 has a frontage of 60 feet on the easterly side of Independence Road and extends back 118 feet 7 1/2 inches deep on the southerly line, 27 feet 11 inches deep on the northerly line and 108 feet 5 inches on the northeasterly line along an alley as per plat of said Allotment, recorded in Volume 1 of Maps, Page 30 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Property Address: 2900 Independence Road, Cleveland, OH 44115

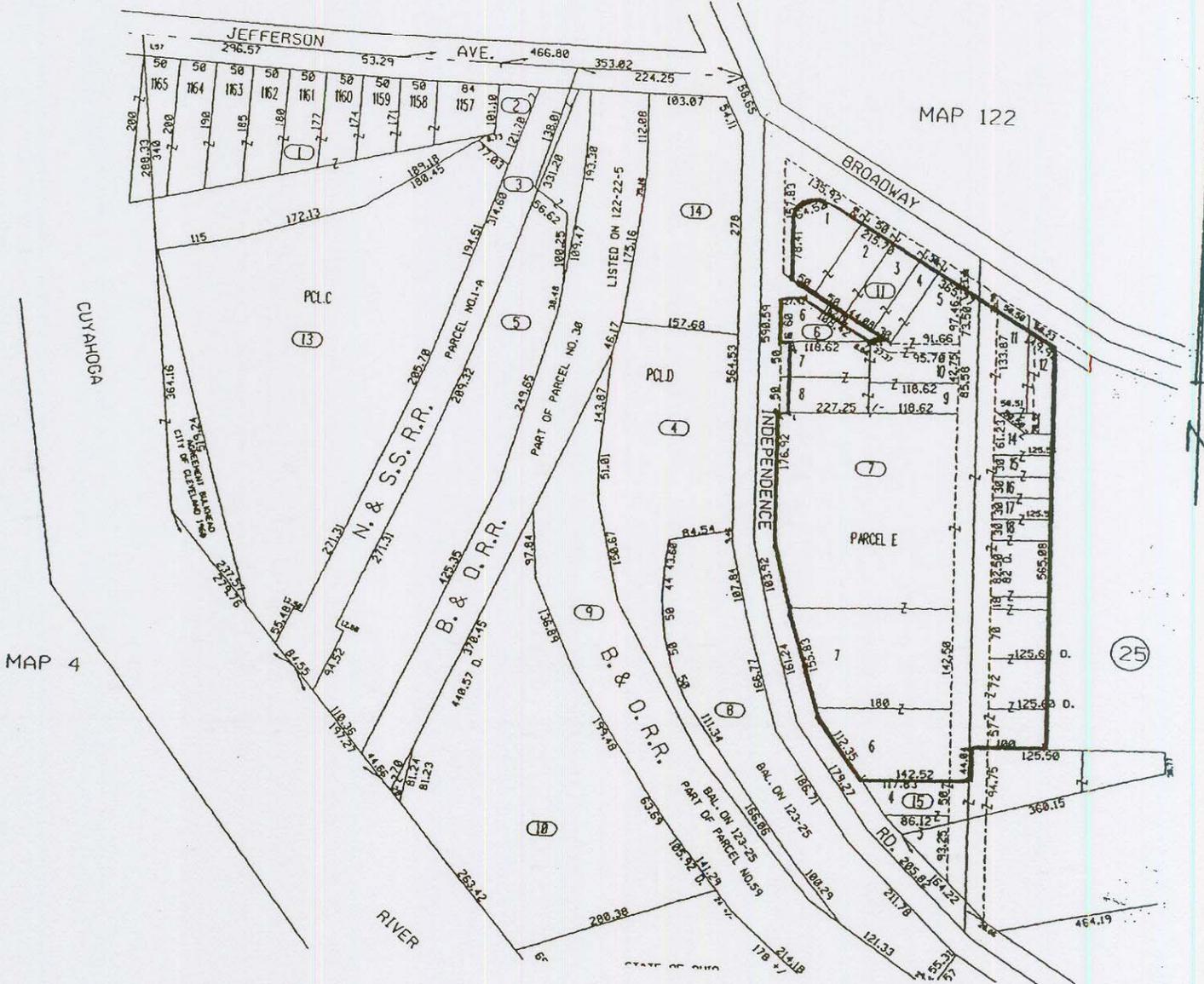
Tax ID No.: 123-24-006

Tax ID No.: 123-24-007

Tax ID No.: 123-24-011

EXHIBIT B

Cuyahoga County Tax Map



P.P.N's 123-24-006, 007 and 011

EXHIBIT C

Notice upon Conveyance of Property or any Portion thereof

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED JANUARY 8, 2008⁹, AND A CONSENT DECREE (CD) DATED SEPTEMBER 26, 1990. THE ENVIRONMENTAL COVENANT WAS RECORDED IN THE CUYAHOGA COUNTY RECORDER'S OFFICE ON _____, 2008, AS INSTRUMENT NO. _____. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

1. Owner agrees for itself and its successors not to permit the Property to be used in any manner that would reasonably interfere with or adversely affect the integrity or protectiveness of the corrective measures which have been implemented and are required by the FDDRC and the CD unless the written consent of the U.S. EPA to such use is first obtained. Except for routine maintenance or repair of existing pipes or structures on or under the Property, Owner agrees that, as to its use of the Property, Owner shall not permit any drilling, digging, below-grade building, or the below-grade installation, below-grade construction, or removal of any buildings, wells, pipes, roads, ditches, or any other structures on the Property unless the written consent of U.S. EPA to such activity is first obtained
2. No water wells will be installed, either for potable or other use, with the exception of those wells approved by U.S. EPA. In no event shall the ground water be used as a potable supply of water. Owner and/or Transferee shall notify U.S. EPA within ten (10) days after any change in Ohio Administrative Code 3745-300-100 which limits the ground water use to non-drinking water use.
3. In the event that any activity by the holder of an encumbrance constitutes a violation of the use and activity restrictions contained in the covenant, Owner and/or Transferee shall notify U.S. EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner and/or Transferee and U.S. EPA.
4. Owner and every subsequent Transferee shall notify U.S. EPA within ten (10) days after each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, a legal description of the Property being transferred, a survey or other acceptable map of the Property being transferred; and the closing date of the transfer of ownership of the Property.
5. Owner hereby grants to the U.S. EPA an unrestricted right of access to the Property to take any action authorized by law or any action reasonably related to the implementation, oversight, or enforcement of this Environmental Covenant, the CD, or the Final Decision Document and Response to Comments for selection of the Corrective Measures at the Property, dated November 7, 2006 (FDDRC – See Attachment). Such rights of access include, but are not limited to, obtaining samples; inspecting or copying records, operating logs, contracts or other documents related to the environmental condition of the Property; surveying and making soil tests of the Property; locating utility lines; digging or disturbing the surface of the Property; and/or construction of

barriers or other appurtenance to the land that may be reasonably necessary to enforce the covenants and obligations set forth herein. The access rights granted by this paragraph do not limit any statutory authority of the U. S. EPA nor do they provide any rights against the U.S. EPA.

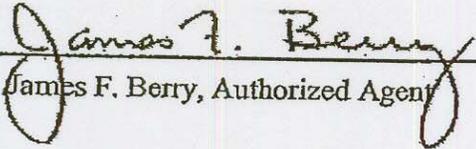
6. U.S. EPA maintains two Administrative Records related to the corrective measures for this site. U.S. EPA maintains an Administrative Record for the final selection of the corrective measures ("FDDRC Administrative Record") and for the Consent Decree ("CD Administrative Record"). USEPA maintains the FDDRC and the CD Administrative Record at U.S. EPA, Region 5, RCRA Records Center, 7th Floor, 77 West Jackson, Chicago, Illinois, 60604-3590.

**LAWYERS TITLE INSURANCE CORPORATION
COMMITMENT FOR TITLE INSURANCE**

Schedule A

1. **Effective Date:** March 14, 2007, at 6:59 a.m. **Commitment No.:** 200070138
2. **Policy or Policies to be issued:** To be determined, if any.
3. **The estate or interest in the land described or referred to in the Commitment and covered herein is:** Fee Simple
4. **Title to the estate or interest in the land is vested in:**
Clean Harbors Environmental Services, Inc., a Massachusetts corporation by Quit Claim Deed filed for record February 3, 1997, in Volume 97-00937, Page 46, of the Cuyahoga County Records.
5. **The land referred to in this Commitment is situated in the County of Cuyahoga, State of Ohio, and is described as follows:**
See Exhibit "A" attached hereto.

By:


James F. Berry, Authorized Agent

Lawyers Title Insurance Corporation
222 S. Main St., Suite 205
Akron, Ohio 44308
PHONE: (330) 376-0000
FAX: (330) 873-9529

Insurance Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (1966) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.

SCHEDULE B - SECTION 1 REQUIREMENTS

The following are the requirements to be complied with:

This Title Insurance Commitment (the "Commitment") is issued pursuant to the American Land Title Association (1966) front cover form ("the Form") and is subject to the Conditions and Stipulations and terms as stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
2. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
5. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
6. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

SCHEDULE B - SECTION 2 EXCEPTION

The Policy or Policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
 2. Assessments, if any, not yet certified to the County Auditor.
 3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
 5. Unfiled mechanic's or materialman's liens.
 6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
 7. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
 8. Easements if any, for public utilities, pipelines or facilities installed in, and any private right to use any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same within the premises described in Schedule A.
 9. Pipeline Right-of-Way as established in instrument filed for record October 30, 1867, in Volume 152, Page 55, of the Cuyahoga County Records. (as to Parcel 1 and more land)
 10. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record October 16, 1979, in Volume 15090, Page 679, of the Cuyahoga County Records. (as to Parcel 1)
 11. Easement for water main vault filed for record July 25, 1990, in Volume 90-4350, Page 33, of the Cuyahoga County Records.
- NOTE: No Exhibits A and B found attached.
12. Mortgage from Clean Harbors Environmental Services, Inc. a Massachusetts corporation, to Credit Suisse First Boston, as LC Facility Collateral Agent, in the maximum amount of \$90,000,000.00, filed for record July 2, 2004, in Instrument No. 200407020988, of the Cuyahoga County Records.

Amendment to the above Mortgage filed for record December 15, 2005, in Instrument No. 200512150281, of the Cuyahoga County Records.

NOTE: Amends Mortgagee to be: Credit Suisse, (fka Credit Suisse First Boston), acting through its Cayman Islands branch, as LC Facility Collateral Agent. Amends amount of

Mortgage to be \$180,000,000.00.

13. Mortgage from Clean Harbors Environmental Services, Inc. a Massachusetts corporation, to Credit Suisse First Boston, as Collateral Agent for the Senior Second Lien Notes Creditors, in the maximum amount of \$150,000,000.00, filed for record July 2, 2004, in Instrument No. 200407020989, of the Cuyahoga County Records.
14. Financing Statement from Clean Harbors Environmental Services, Inc. (debtor) to Credit Suisse First Boston, as LC Facility Collateral Agent (secured party), filed for record July 2, 2004, in Instrument No. 200407029010, of the Cuyahoga County Records.

Amendment to the above Financing Statement to change secured party to Credit Suisse, as LC Facility Collateral Agent, filed for record December 12, 2005, in Instrument No. 200512059008, of the Cuyahoga County Records.
15. Financing Statement from Clean Harbors Environmental Services, Inc. (debtor) to Credit Suisse First Boston, as Collateral Agent for the Senior Second Lien Notes Creditors (secured party), filed for record July 2, 2004, in Instrument No. 200407029011, of the Cuyahoga County Records.

Amendment to the above Financing Statement to change secured party to Credit Suisse, as Collateral Agent for the Senior Second Lien Notes Creditors, filed for record December 12, 2005, in Instrument No. 200512059060, of the Cuyahoga County Records.
16. Taxes for the second half of 2006 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2006 are as follows:

PPN 123-24-006, (listed with PPN's 123-24-007 and 011)
Taxes for the first half are paid.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$5,696.09.

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

EXHIBIT A

Parcel 1:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being part of Original Newburgh Township Lot No. 269, further described as follows:

Commencing at the intersection of the east line of Independence Road, 60 feet wide, with the south line of Broadway Southeast, 53.0 feet from the centerline;

Thence with the south line of Broadway, South 58 deg. 45' 30" East to the point of tangency of the turnout from the east line of Independence Road, a distance of 55.51 feet and being the Point of Beginning;

Thence continuing South 58 deg. 45' 30" East with the south line of Broadway, a distance of 365.77 feet;

Thence South 2 deg. 09' 10" East to the north line of E.I. Dupont de Nemours and Company, a distance of 565.08 feet;

Thence with said North line of E.I. Dupont de Nemours and Company South 87 deg. 50' 50" West, a distance of 100.00 feet to the centerline of East 26th Street, vacated;

Thence with the former centerline of East 26th Street, South 2 deg. 09' 10" East, a distance of 44.04 feet;

Thence South 87 deg. 50' 50" West to the northeasterly line of Independence Road, a distance of 142.52 feet;

Thence the following courses on the easterly line of Independence Road;

North 34 deg. 47' West, a distance of 112.35 feet;

North 16 deg. 48' West, a distance of 155.83 feet;

North 14 deg. West, a distance of 100.06 feet;

North 7 deg. 29' 11" West, a distance of 176.80 feet;

Thence North 87 deg. 50' 50" East, a distance of 10.00 feet;

North 1 deg. 59' West, a distance of 100.32 feet to the south line of a property now or formerly of The Vaughan Paint Company;

Thence with the south line of said Vaughan Paint Company, North 87 deg. 50' 50" East, a distance of 108.55 feet;

Thence North 2 deg. 14' 45" East to the southeasterly corner of a 12.0 foot alley, a distance of 0.51 feet;

Thence with the east end of said alley, North 31 deg. 14' 30" East, a distance of 12.0 feet;

Thence with the northerly line of said 12.0 foot alley, North 58 deg. 45' 30" West to the east line of Independence Road, a distance of 137.66 feet;

EXHIBIT A cont.

Thence with the east line of said Independence Road, North 1 deg. 59' West, a distance of 78.93 feet to a point of curve;

Thence with a curve to the right, an arc distance of 64.52 feet, said curve having a radius of 30 feet and a chord bearing North 59 deg. 37' 45" East, a distance of 52.78 feet to the point of tangency on Broadway, being the Point of Beginning, containing 5.454 acres, more or less, but subject to all legal highways.

Parcel 2:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 6 in A. Holly's Allotment of part of Original One Hundred Acre Lot No. 269 in said City. Said Sublot No. 6 has a frontage of 60 feet on the easterly side of Independence Road and extends back 118 feet 7 1/2 inches deep on the southerly line, 27 feet 11 inches deep on the northerly line and 108 feet 5 inches on the northeasterly line along an alley as per plat of said Allotment, recorded in Volume 1 of Maps, Page 30 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Property Address: 2900 Independence Road, Cleveland, OH 44115
Tax ID No.: 123-24-006
Tax ID No.: 123-24-007
Tax ID No.: 123-24-011