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ENVIRONMENTAL RESTRICTIVE COVENANT

THIS COVENANT is made this 20 th day of January, 20 of, by Saf Recovery Company, located at 601 Riley Road, East Chicago, Indiana (together with his / her / its / their successors and assignees, collectively "Owner").	ety-Kleen (Dil
WHEREAS: Owner owns certain real estate in Lake County, Indiana, which is more particularly described in the attached legal description (Exhibit "A") and made a part hereof ("Real Estate"), which Real Estate was acquired by deed on January 18, 1988, and November 22, 1989, and recorded on January 20, 1988, and December 12, 1989 as Deed Records in the Office of Recorder of Lake County, Indiana.		
WHEREAS: On said Real Estate, Safety-Kleen Oil Recovery Company, with EPA ID No. 077042034, operated solid waste management units, under which hazardous waste or hazardous constituents are known to exist. A map showing the location and the concentration(s) of the chemical(s) of concern is attached hereto as Exhibit "B".		
WHEREAS: As a result of the presence of hazardous waste or hazardous constituents on the Real Estate, the "Risk Assessment, Corrective Measures Study Safety-Kleen Oil Recovery Company Used Oil Rerefinery East Chicago, Indiana" ("Risk Assessment") was prepared and implemented in accordance with federal law. The Risk Assessment, a survey of affected areas of the Real Estate, and a list of the chemicals of concern remaining on the Real Estate are incorporated herein by reference and may be examined at the offices of the United States Environmental Protection Agency ("U.S. EPA") and the Commissioner of the Indiana Department of the Environmental Management ("the Department").	<u>\$</u> 95	
WHEREAS: The Risk Assessment, as approved by the U.S. EPA and the Department, provides that certain chemicals of concern will remain on or beneath the surface of the Real Estate. This Environmental Restrictive Covenant constitutes an institutional control to protect public health and the envir	Tonment.	

WHEREAS: Based on the level of cleanup achieved, the intention of this Environmental Restrictive Covenant is to restrict the use of this land to commercial/industrial purposes.

NOW THEREFORE, Owner, hereby, in consideration for the promises contained herein and other good and valuable consideration, imposes restrictions on the Real Estate and covenants and agrees that:

- 1. The Owner shall not convey any title, easement, or other interest in the Real Estate without adequate and complete provision for prevention of exposure to chemicals of concern to the extent, and only as described in, item 3, below.
- 2. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining the land use restrictions described in item 3 are being maintained in a manner that ensures the protection of public health, safety, or welfare, and the environment, including, but not limited to, the right to take samples and inspect records.
- 3. The Owner shall:
 - a) Not install or cause the installation or use of drinking water wells;
 - b) Not use or allow the use of the Real Estate for residential or recreational purposes, including the placement of any residential buildings for use as a human dwelling place;

Robert A. Cchoepke, P.G. -> 1502 E. Villa Street Elgin IL Gazo

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- c) Not redistribute surface or sub-surface soil unless soil is properly sampled and characterized for use or disposal;
- d) Describe specific measures in Exhibit C, which is attached hereto, that it will take to ensure adequate cover (e.g., the existing concrete and asphalt) is maintained over the affected soils; and
- e) Conduct a soils investigation if the cover is permanently removed. The purpose of that investigation will be to determine the risk for direct contact to industrial workers and the potential for releases to ground water.
- 4. By taking title to the Real Estate, any subsequent owner agrees to comply with these restrictions and the terms of this Covenant.
- 5. The restrictions and other requirements described in this Covenant shall run with the land and be binding on the Owner and the Owner's successors, assignees, and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein; however, nothing in the Covenant shall preclude any transfer, mortgage, lease, license, easement or other conveyance of any interest in all or part of the Real Estate that complies with the restrictions of this Covenant.
- 6. The restrictions shall apply until the Department determines that the chemicals of concern no longer represent an unacceptable risk to the public health, safety, or welfare, or to the environment. This Covenant shall not be amended, modified, or terminated except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination. Within five (5) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded with the Office of the Recorder of Lake County and within five (5) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to the Department.
- 7. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard shall prevail.
- 8. In the event that the Risk Integrated System of Closure (RISC) is adopted by rule in Indiana, or in the event of any other change in applicable law, this Covenant shall be modified, if necessary, to conform with the new or changed law so as to ensure the continuing validity and enforceability of the restrictions listed in item 3, above. In no event shall this Covenant be rendered unenforceable if Indiana's RISC guidelines for environmental restrictive covenants, institutional or engineering controls, or land use restrictions change as to form or content.
- 9. Payment of money damages alone is insufficient to compensate the Department for any breach of this Covenant. Therefore, if any person violates any term of this Covenant, the Department shall have the right to demand and obtain specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity.
- 10. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way effect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
- 11. The undersigned person executing this Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute, record, and deliver this Covenant.

Owner hereby attests to the accuracy of the statements in this document and all attachments.
IN WITNES WHEREOF, the said Owner of the Real Estate described above has caused this Environmental Restrictive Covenant to be executed on this day of, 20
Robert & Schoophe for Schety-Kleen
This instrument prepared by:
ROBERT SCHOEPKE, DIR REMEDIATION
SAFETT- KLEEN
1502 E. VILLA ST.
ELGIN, IL 60120
STATE OF INDIANA ILLINOIS
COUNTY OF (county where document is executed) SS: KANE
REFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared (Name of person executing document), and he/she did sign said instrument in his/her capacity as representative of acknowledging and affirming the execution of the foregoing instrument.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this This Document is the property of day of January Co20 Cyrecorder!
My county of residence is: KANE County, Indiana JLLINDIS Many L. Edwards
Signature of Notary Public
MARY L. EDWARDS
Printed Name of Notary
My commission expires:
Printed Name of Notary

ENVIRONMENTAL RESTRICTIVE COVENANT EXHIBIT A SAFETY-KLEEN OIL RECOVERY COMPANY 601 Riley Road East Chicago, Indiana 46312-1638

RECORD DESCRIPTION

PARCEL 1

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at the point of intersection of a line parallel to and 100 feet North of the South line with a line parallel to and 1140.1 feet East of the West line of the Northeast Quarter of Section 20 afore-said; thence North on last described line 621.34 feet; thence North-easterly on a curved tangent to last described line and convex to Northwest with a radius of 576.0 feet a distance of 316.28 feet to its intersection with the Southeasterly line of the 66 foot right-of-way of Indiana Harbor Belt Railroad Company, thence Southwesterly along said right-of-way line 612.4 feet to a point of curve; thence South-westerly on a curve tangent to last mentioned line and convex to the Northwest with a radius of 522.47 feet a distance of 239.15 feet to its intersection with the centerline of vacated Indiana Boulevard; thence Southeasterly along the centerline of said Blvd. 189.73 feet; thence deflecting to the left or East 10 degrees 49 minutes for a distance of 111.25 feet to its intersection with a line parallel to and 100 feet North of the South line of the Northeast Quarter of Section 20 aforesaid; thence East on last described line 377.36 feet to the point of beginning.

PARCEL II

Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

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Beginning at the point of intersection of the East line of the 66 foot right-of-way of the Indiana Harbor Belt Railroad Company (said line being parallel to and 616 feet East of the West line of said Northeast (Quarter) with a line parallel to and 1465.0 feet South of the North line of said Northeast Quarter (being also parallel to and 30 feet South of the South line of the 75 foot right-of-way of the South Chicago and Southern Railroad Company at this place); thence East on said parallel line 266.31 feet to a point of curve; thence North-easterly on curve tangent to parallel line and convex to Southeast with radius of 1038 feet a distance of 580.59 feet to its intersection with the Northwesterly line of the 66 foot right-of-way of the Indiana Harbor Railroad Company at this point; thence Southwesterly on said Northwesterly right-of-way line 976.81 feet to point of curve; thence continuing along said right-of way on a curve tangent to said last described line and convex to Northwest with a radius of 588.47 feet a distance of 224.58 feet to its intersection with the Easterly line of a 66 foot right-of-way of the Indiana Harbor Belt Railroad at this point; thence Northerly on said Easterly line 84.0 feet to point of tangent in said right-of-way line and thence; North on said tangent right-of-way line 645.72 feet to the point of beginning. EXCEPTING THEREFROM the portion lying Southwesterly of the centerline of vacated Indiana Boulevard.

PARCEL III

An irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, In Lake County, Indiana, more particularly described as follows:

That portion of the 66 foot strip of land conveyed by the Calumet Canal and Improvement Company To E.C. Belt Railroad Company by deed dated June 4, 1901 and recorded October 25, 1901 in the Office of the Recorder of Lake County, Indiana, in Book 92, page 337 as Document No. 31333 lying between the centerline of Indiana Boulevard (vacated) and a line at right angles to the centerline of said 66 foot strip of land 851.02 feet, measured along sold centerline, Southwesterly of a straight line (said straight line being the extension Easterly of the centerline of that portion of the public road (Riley Road) which is parallel to and 1327 feet Southerly of the North line of Section 20.

PART IV

An irregular shaped parcel of land in the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, More particularly described as follows:

That portion of the 66 foot strip of land conveyed by the Calumet Canal and Improvement Company to E.C. Belt Railroad Company by Deed dated June 4, 1901 and recorded October 25, 1901 in the Office of the Recorder of Lake County, Indiana, in Book 92 page 337, lying North-easterly of the Northeasterly line of that part of said 66 foot strip conveyed by Indian Harbor Belt Railroad Company to Associated Box Corporation by Deed dated June 3, 1948 and recorded June 23, 1948 in Deed Record 813, page 548, and lying Southwesterly of a line at right angles to the centerline of said 66 foot strip of land 368.95 feet, measured along said centerline, Southwesterly of a straight line (said straight line being the extension Easterly of the centerline of that portion of the public road (Riley Road) which is parallel to and 1327 feet Southerly of the North line of Section 20.

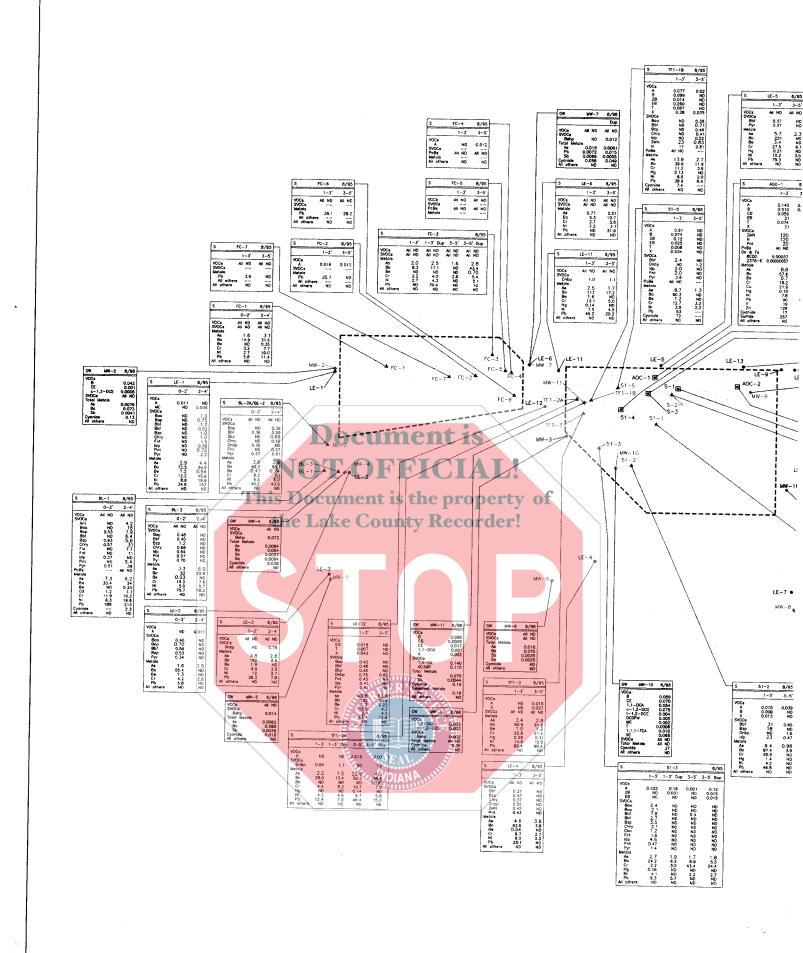
PARCEL V

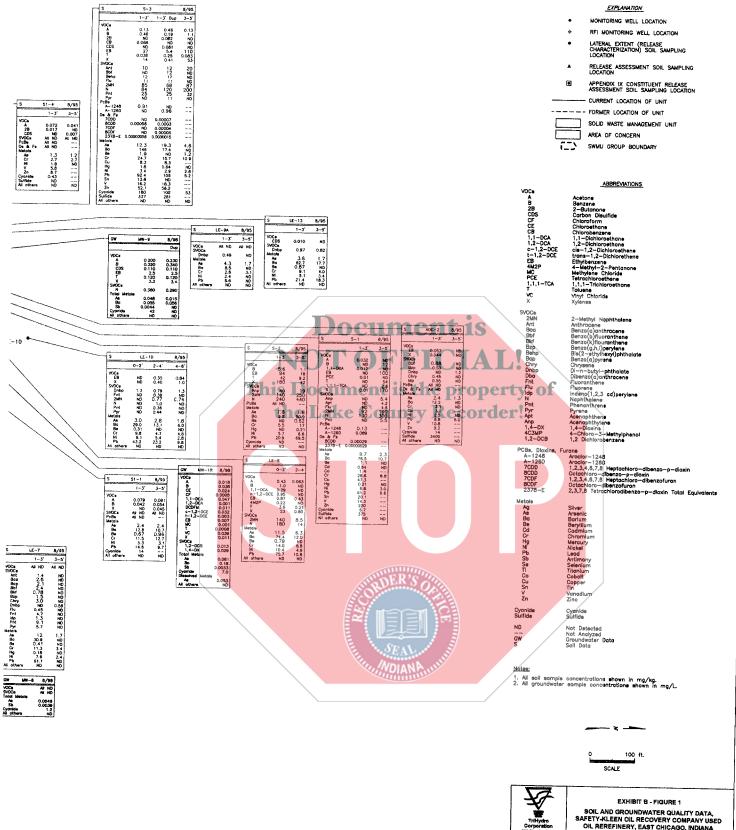
Part of the Northeast Quarter of Section 20, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana, more particularly described as follows:

Beginning at the point of intersection of a line that is 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20 and the South line of Riley Road; thence South on the line pre-viously described as being 596 feet East of and parallel to the West line of the Northeast Quarter of Section 20, a distance of 722.01 feet; thence Southwesterly a distance of 67.34 feet to a point on a line 550 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, said point being 772.01 feet South of the South line of Riley Road, thence South on the line previously described as being 550 feet East of and parallel to the West line of Northeast Quarter of said Section 20, a distance of 407.74 feet to a point on a line which is 100 feet North of and parallel to the South line of the Northeast Quarter of said Section 20, said line being the North line of the 200 foot waterway deeded to the U.S.A.; thence East on said North line of said waterway a distance of 212.66 feet to the center line of Indiana Boulevard, now vacated; thence Northwesterly on said centerline, which makes an interior angle of 62 degrees 58 minutes 30 seconds with the last described line, 0 distance of 111.25 feet; thence Northerly on said center line which deflects 10 degrees 49 minutes to the right, a distance of 372.88 feet to a point on a line which is 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20; thence North on the line previously described as being 616 feet East of and parallel to the West line of the Northeast Quarter of said Section 20, a distance of 722.01 feet to the South line of Riley Road; thence West on said South line of Riley Road to a distance of 20.0 feet to the place of beginning.

THIS DESCRIPTION DESCRIBES THE PROPERTY AS DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 06029299—450, DATED JUNE 11, 2003







ENVIRONMENTAL RESTRICTIVE COVENANT 601 RILEY ROAD, EAST CHICAGO, INDIANA

EXHIBIT C

COVER MAINTAINENCE

The cover, consisting of concrete and asphalt pavement shown on Exhibit C, Figure 1, which is in place at the time of recordation of the Covenant shall be maintained in sufficient condition to prevent direct contact by industrial workers. If paved surfaces deteriorate to a condition that would readily allow direct contact, the pavement will be repaired or replaced to adequately prevent contact. If deteriorated pavement is not adequately repaired or replaced a soils investigation will be conducted in accordance with Condition 3.e. of the Covenant.



