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HAZARDOUS MATERIALS
AND WASTE MANAGEMENT

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

By this deed, Clean Harbors Deer Trail, LLC ("CHDT") grants an Environmental Covenant ("Covenant") this 25th day of March, 2009 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment ("CDPHE" or the "Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-11-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, CHDT is the owner of a hazardous waste disposal facility located in Adams County, Colorado, approximately 70 miles east of Denver and 7 miles west of Last Chance, Colorado on the north side of US Highway 36, and a legal description of which is attached hereto as Exhibit A (the "Property").

WHEREAS, CHDT renewed and amended its treatment, storage and disposal permit, issued under the Resource Conservation and Recovery Act ("RCRA") and the Colorado Hazardous Waste Act ("CHWA"), to accept for disposal certain naturally occurring radioactive material ("NORM") and technically-enhanced naturally occurring radioactive material ("TENORM").

WHEREAS, CHDT received a license to accept said NORM and TENORM materials under the State's Radiation Control Act, C.R.S. § 25-11-101, et seq, and this Covenant will help satisfy the requirements under 6 C.C.R. 1007-1, Part 11.

WHEREAS, the purpose of this Covenant is to ensure the protection of human health and the environment by restricting the concentration of the NORM/TENORM materials that CHDT may receive at the facility to those with a concentration below the levels described in paragraph 1(a) herein, and by restricting certain uses of the property.

WHEREAS, CHDT desires to subject the Property to certain covenants and restrictions as provided in Article 15, Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind CHDT, its heirs, successors, assigns and grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Property, for the benefit of the Department.

WHEREAS, this Covenant shall also inure to the benefit of the United States Nuclear Regulatory Commission ("NRC") which shall also have the right to enforce this Covenant, in compliance with 6 C.C.R. 1007-1, 11.3.4.7 and 11.3.6.

NOW, THEREFORE, CHDT hereby grants this Covenant to the Department and declares that the Property, as described in Exhibit A, shall hereinafter be bound by, held, sold, and conveyed subject to the following environmental use restriction which shall run with the Property and be binding on CHDT and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. As used in this Environmental Covenant, the term OWNER means the record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1. Use Restrictions

A. No NORM or TENORM waste may be disposed of at the Property that comprises a total activity equal to or greater than 2,000 picocuries per gram ("pCi/g") (natural uranium and thorium decay chain products only) or with a maximum ^{226}Ra concentration equal to or greater than 400 pCi/g; nor shall any radium-contaminated material be disposed of at the Property except as authorized by the Department by radioactive materials license or radioactive materials license amendment; nor shall any radioactive materials be disposed of at the Property except as authorized by a radioactive materials license or radioactive materials license amendment issued by the Department .

B. No "radioactive wastes" as defined in Section 25-11-201(3), C.R.S., shall be disposed of at the property.

C. Pursuant to Section 11.3.4 of 6 CCR 1007-1, the following restrictions also apply:

i. Except as necessary to maintain or repair the site, no construction or excavation of any kind shall be allowed on top of the former cells.
ii. No use shall be made of the property which may impair the site's ability to contain or control the waste.
iii. Any change in the use of the property shall require modification of this Covenant in accordance with paragraph 2, below.
iv. The owners shall erect and continuously maintain on the property at locations approved by the Department markers and monuments, approved by the Department, warning of the presence of radioactive materials.

2. Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure the protection of human health and the environment. The Department shall review any submitted information and may request from OWNER additional information regarding the proposed modification or termination. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of any provision of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) new information regarding the risks posed by the materials prohibited from disposal on the Property;
b) information demonstrating that the proposed modification is protective of human health and environment;
c) new information about operational and post-closure controls that would affect the risks posed by the materials prohibited from disposal on the Property;
d) other appropriate supporting information.

3. Conveyances. This Covenant runs with the land and shall be binding upon all subsequent owners of all or any part of the Property. OWNER shall notify the Department at least thirty (30) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property. No ownership of the property, or any interest in the property shall be conveyed without the prior written approval of the Department and any such conveyance shall have adequate and complete provision for the continued maintenance of the property and financial assurance warranties applicable to the Property. OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any deeds, leases, licenses, or other instruments granting a right to use the Property.

4. Inspections. The Department and the NRC shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

5. No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant, nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary.

6. Enforcement. The Department may enforce the terms of this Covenant pursuant to Section 25-15-322, C.R.S. CHDT and any named beneficiaries of this Covenant may file suit in district court to enjoin actual or threatened violations of this Covenant.

7. Annual Certification. The owner shall submit an annual form or letter to the Department, detailing the Owner's compliance, and any lack of compliance, with the terms of this Covenant. Such form will be due to the Department 45 days after Owner's receipt of such form from the Department.

8. Notices. Any document or communication required under this Covenant shall be sent or directed to:

General Manager
Clean Harbors Deer Trail, LLC
108555 East Highway 36, HCR-1
Deer Trail, Colorado 80105-9611

Compliance Program Manager
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Clean Harbors Deer Trail, LLC has caused this instrument to be executed this 25TH day of March, 2009.

Clean Harbors Deer Trail, LLC

By: _____
Eric Gerstenberg, President and Manager

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF NORFOLK)

The foregoing instrument was acknowledged before me this 25th day of March, 2009 by Eric Gerstenberg on behalf of Clean Harbors Deer Trail, LLC.

Nancy A Morrissey
Notary Public

My commission expires: May 7, 2010

Accepted by the Colorado Department of Public Health and Environment this 22nd day of ~~March~~ April 2009.

By: Gary W. Baughman

Title: Director, HMWMD

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22 day of ~~March~~ APRIL, 2009 by GARY W. BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Jeanette M. Fries
Notary Public

My commission expires: October 21, 2011