

EXHIBIT 111

Maxus Energy Corporation
717 North Harwood Street
Dallas, Texas 75201
214 953-2769

Paul W. Herring
Counsel

*File in [unclear]
off-site 504*

December 17, 1987

MAXUS

Mr. Philip L. Comella, Esq.
Environmental Counsel
Chemical Waste Management, Inc.
3003 Butterfield Road
Oak Brook, Illinois 60521

Re: Lease Agreement - Newark, New Jersey

Dear Philip:

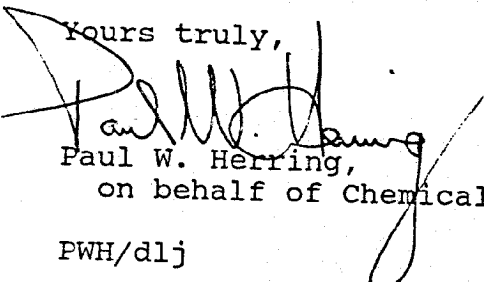
Enclosed in duplicate is the Lease Agreement for the small parcel at Newark which CWM needs as a buffer zone. I believe this reflects all comments and changes as we have discussed them, with one exception: I have left the waiver of subrogation wording in the "PROPERTY INSURANCE" clause on page 11, but have added some restrictive wording to clarify that the waiver applies only as to loss or damage to property "while on, or as a result of having been located on, the Premises."

I am asking our Environmental Affairs Department to prepare Exhibit A which I foresee as being a one-page drawing, hash-marking the Premises. We will forward this to you for attachment to the Lease Agreement.

After CWM executes the Lease Agreement in duplicate, you should return both to me, together with the \$1,000.00 security deposit payable to "Maxus Energy Corporation, on behalf of Chemical Land Holdings, Inc." I will return one fully-executed original to you upon final approval and execution here.

Feel free to call with any questions.

Yours truly,


Paul W. Herring,
on behalf of Chemical Land Holdings, Inc.

PWH/dlj

Enclosures

4609

bc: Bill Hutton

Would you please ask someone to prepare a clear, one-page drawing showing the leased area. May need to confirm with Ed Noble.
PWH