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Koraganis + White  
414 N. Orleans St  
Suite 10  
Chicago Ill.  
60610  
→

CONSENT FOR ACCESS TO PROPERTY

Mercantile Bank as Trustee, Trust #4918, hereby grants to the United States Environmental Protection Agency ("U.S. EPA"), the State of Indiana, Settling Defendants under the Consent Decree signed by the United States District Court for the Northern District of Indiana on June 23, 1992 in United States v. Midwest Solvent Recovery, et al. their officers, agents, employees, authorized representatives, and contractors (collectively "Authorized Persons"), an irrevocable right of access to the property located between 9th and 11th Avenues, adjacent to the Elgin, Joliet & Eastern Railroad in Gary, Indiana, in Trust more particularly described below (the "Trust #4918 Property," as legally described in this document) for the purpose of performing or monitoring performance of response actions. This right to access applies solely to the parcel of property described below:

The East Half of the Northeast Quarter of the Northwest Quarter of Section 11, Township 36, Range 9 West of the Second Principal Meridian, excepting therefrom the East 100 feet thereof and containing 16 acres, more or less.

This irrevocable right of access is granted upon the terms and conditions described below.

1. The Authorized Persons shall have an irrevocable right of access upon the Trust #4918 Property, as legally described in this document, for the purpose of performing or monitoring performance of response actions until such time as cleanup and monitoring and maintenance activities have been completed at the Midco I and Midco II Facilities located in Gary, Indiana ("Midco Facilities").

**FILED**

NOV 30 1994

*Anna N. Anton*  
AUDITOR LAKE COUNTY

000741

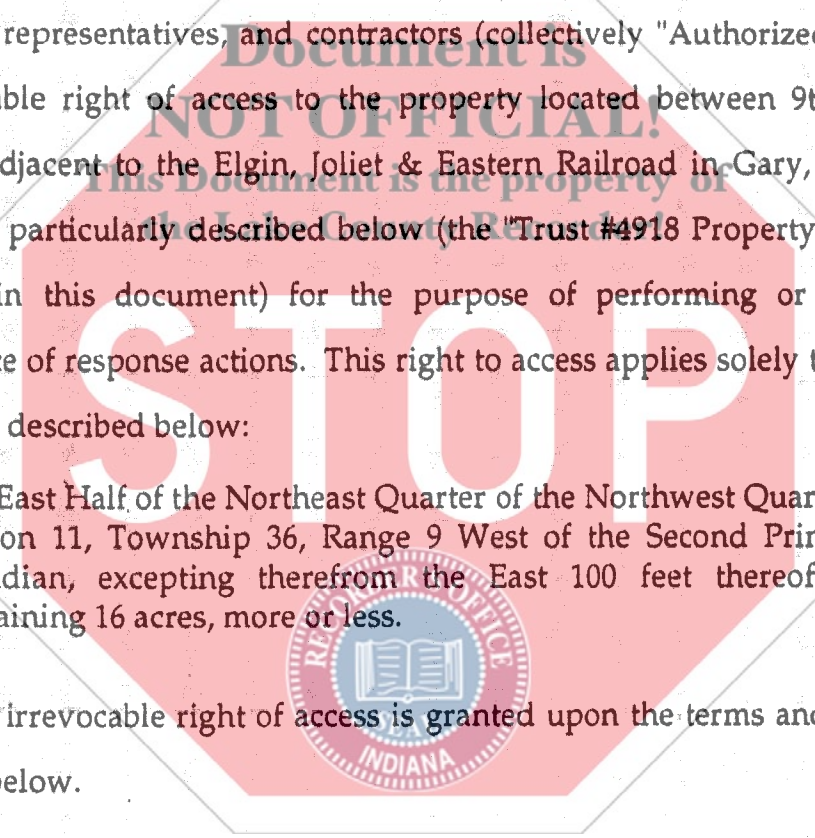
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

SAMUEL ORLICH  
RECORDER



2. The Authorized Persons shall have the right to enter upon the Trust #4918 Property, as legally described in this document, to implement the remedial action selected by U.S. EPA and take such response action as U.S. EPA deems necessary.

3. The Authorized Persons shall have the right to enter upon the Trust #4918 Property, as legally described in this document, to take samples from the soil, groundwater, and surface water as needed in furtherance of the remedial action.

4. All tools, equipment, buildings, improvements and other property taken upon or placed upon the Trust #4918 Property, as legally described in this document, by or at the direction of the Authorized Persons shall remain the property of the Authorized Persons.

5. The Authorized Persons shall have the right to patrol and police the Trust #4918 Property, as legally described in this document, during the period in which this irrevocable right of access is in effect.

6. The parties hereto agree that this irrevocable right of access does not constitute a release of any claims.

The Trustee realizes that the actions by U.S. EPA are authorized by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

This written permission is given by the Trustee, Trust #4918, voluntarily with knowledge of all its rights.



**IN WITNESS WHEREOF**, the parties hereto have executed this Consent  
For Access in two (2) copies, each of which shall be deemed an original.

DATE: SEE SIGNATURE PAGE ATTACHED \_\_\_\_\_

DATE: \_\_\_\_\_

MIDCO0146





Consent for Access to Property-The East Half of the Northeast Quarter of the  
 THIS Northwest Quarter of Section 11, Township 36, Range 9 West, Gary, Indiana July 1994  
 is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms  
 of that certain agreement dated the 29th day of December 1986, creating Trust 4918;  
 and it is expressly understood and agreed by the parties hereto, anything herein to the  
 contrary notwithstanding that each and all of the covenants, undertakings, representations,  
 agreements, and liabilities, herein made are made and intend, not as personal covenants,  
 undertakings, representations, agreements, and liabilities, of the Trustee, individually, or  
 for the purpose of binding it personally, but this instrument is executed and delivered by the  
 MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
 solely in the exercise of the powers conferred upon it as such Trustee under said agreement and  
 no personal liability or personal responsibility is assumed by, nor shall at any time be  
 asserted or enforced against MERCANTILE NATIONAL BANK OF  
 INDIANA, on account hereof, or on account of any covenant, undertaking, representation  
 or agreement herein, or on account of any covenant, undertaking, representation or agreement  
 herein contained, either expressed or implied, all such personal liability, if any, being  
 expressly waived and released by the parties hereto or holder hereof, and by all persons  
 claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE  
 NATIONAL BANK OF INDIANA, personally under the provisions of the  
 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana  
 Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal,  
 State, or local law, rule or regulation. MERCANTILE NATIONAL BANK  
 OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes  
 no representations concerning any possible environmental defects. In making any warranty here  
 the Trustee is relying solely on information furnished to it by the beneficiaries and not of  
 its own knowledge and specifically exculpates itself from any liabilities, responsibilities or  
 damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned  
 by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are  
 made solely in reliance thereon and no responsibility is assumed by the undersigned in its  
 individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE  
 NATIONAL BANK OF INDIANA, has caused its name to be signed to these  
 presents by a Senior Vice President and Trust Officer and its corporate seal hereunto  
 affixed and attested by its Trust Account Representative the day and year first above  
 written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
 AFORESAID AND NOT PERSONALLY,

BY: H. F. Smiddy  
 H. F. Smiddy, Senior Vice President and  
 Trust Officer

ATTEST:

Christopher W. Yugo  
 Trust Account Representative

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

I, Gwendalin M. Miller, a Notary Public in and for said County in the State  
 aforesaid, DO HEREBY CERTIFY, that H. F. Smiddy and Christopher W. Yugo  
 of the Mercantile National Bank of Indiana, a National Banking Association, personally  
 known to be the same persons whose names are subscribed to the foregoing instrument as such  
Senior V.P. and Trust Officer and Trust Account Representative respectively, appeared  
 before me this day in person and acknowledged that they signed and delivered the said instrument  
 as their own free and voluntary acts, and as the free and voluntary act of said National Bank  
 Association, as Trustee, for the uses and purposes therein set forth; and the said  
Christopher W. Yugo did also then and there acknowledge that he, as custodian of the  
 corporate seal of said National Bank Association, did affix the said corporate seal of said  
 National Banking Association to said instrument as his own free and voluntary act, and as the  
 free and voluntary act of said National Banking Association, as Trustee, for the uses and  
 purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of July, 1994.

Gwendalin M. Miller  
 Gwendalin Miller NOTARY PUBLIC

MY COMMISSION EXPIRES: September 30, 1994  
 RESIDENT OF Lake COUNTY