2006 06769 TEMPORARM WORK AREA EASEMENT

MERCANTILE NATIONAL BANK AS TRUSTED TRUST NO. 3751, of the County of Lake,

State of Indiana, hereinafter called "Grantor", hereby grants, transfers, conveys and warrants to the

STATE OF INDIANA, LITTLE CALUMET RIVER BASIN DEVELOPMENT

COMMISSION, hereinafter called "Grantee", for One Dollar and other Good and Valuable

Consideration, the receipt and sufficiency of which is hereby acknowledged, a temporary and assignable easement and right of way in, over and across the following described Real Estate of Indiana, described as following 6 - 4 2006

(EXHIBIT "A" AND "A-1" ATTACHED HERETO)

in connection with the Little Calumet River, Indiana Local Flood Protection and Recreation Project
as authorized by Section 401 of the Water Resources Development Act of 1986 (P.L. 99-662), for a
period not to exceed Six (6) months after completion of construction, beginning with date possession
of the land is granted to the Little Calumet River Basin Development Commission, for use by the
United States, its representatives, agents, and contractors as a work area, including the right to move,
store and remove equipment and supplies, and erect and remove temporary structures on the land and
to perform any other work necessary and incident to the construction of the Little Calumet River,
Indiana Local Flood Control Protection and Recreation Project, together with the right to trim, cut,
fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or
obstacles within the limits of the right-of-way; reserving, however, to the landowners, their
successors and assigns, all such rights and privileges as may be used without interfering with or
abridging the rights and easements hereby acquired; subject, however, to existing easements for
public roads and highways, public utilities, railroads and pipelines. Upon completion of the work,

Little Calumet River Basin Development Commission 6100 Southport Road Portage, IN 46368

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the Grantee shall fine grade and seed the easements.

IN WITNESS WH	EREOF, the Grantor has hereunto set her hand and seal this day
of	, 20
	STATE PAGE APPARTMENT
	MERCANTILE NATIONAL BANK AS TRUSTEE TRUST NO. 3751
STATE OF INDIANA))SS:
COUNTY OF LAKE)
Before me, a Nota	ry Public in and for said County and State, on this day of
	20 MEDCANTILE NATIONAL RANK AS
TRUSTEE TRUST NO	. 3751, Document is and acknowledged the
TRUSTEE TRUST NO	instrument OFFICIAL!
Witness my Hand	the Lake County Recorder!
My Commission Expires:	the plane country accorder.
Resident of	NOTARY PUBLIC
I affirm, under the	penalties for perjury, that I bave taken reasonable care to redact each
Social Security number in	this document, unless required by law.
	Louis M. Casale
	This instrument prepared by:

This instrument prepared by:
LOUIS M. CASALE, Casale, Woodward & Buls, LLP,
9223 Broadway, Suite A, Merrillville, IN 46410, Telephone: 219/736-9990

This TEMPORARY WORK AREA EASEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated August 18, 1978, creating trust number 3751; 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 are intended, 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, 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.

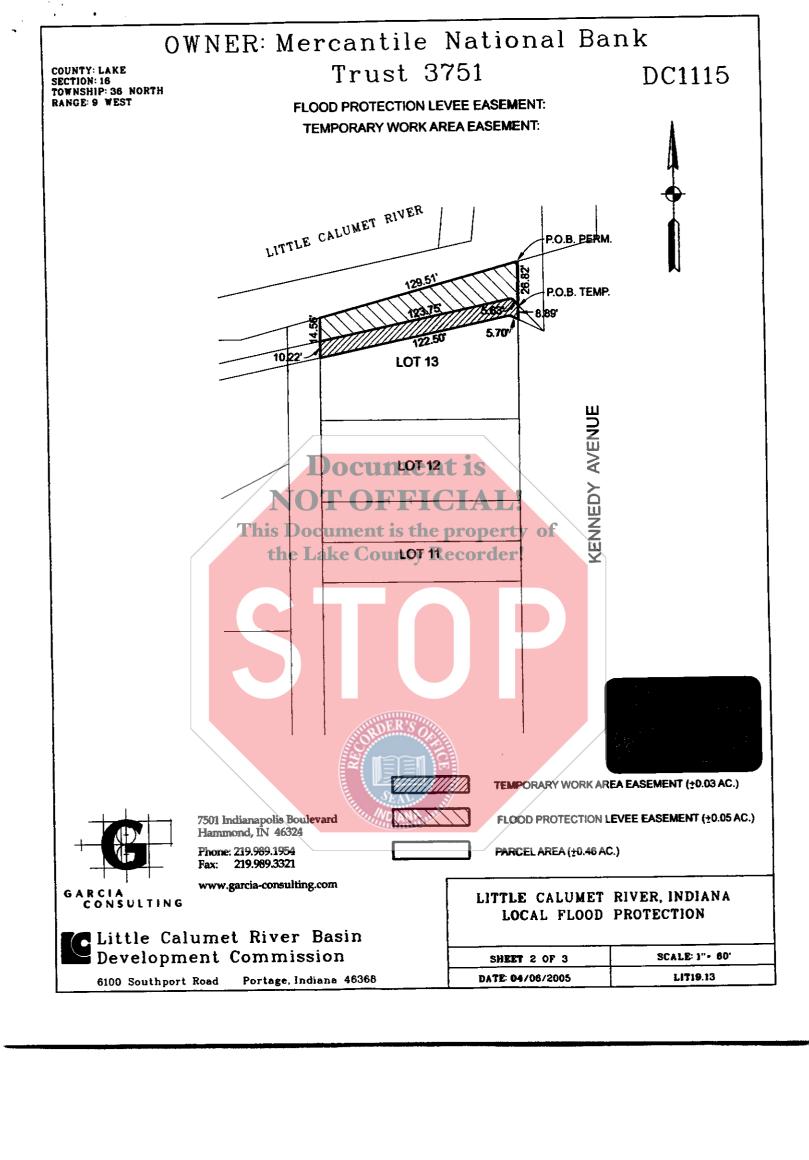
Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended 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 herein, 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 to 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 its Trust Officers the day and year first above written. MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID AND NOT PERSONALLY ice President and Trust Officer Richard M. Schumacher, Sr. STATE OF INDIANA SS: COUNTY OF LAKE Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Kristen L. Mallory, Vice President and Trust Officer, and Richard M. Schumacher, Sr. Vice President and Executive Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as This reeDREMON in the said national banking association, as This reeDREMON in the said national banking association as This ree and voluntary act, on behalf of said national banking association, as This ree DREMON in the said national banking association as This ree and voluntary act of said national banking association as This ree and voluntary act of said national banking association as This ree and voluntary act of said national banking association as This ree and voluntary act of said national banking association as This ree and voluntary act of said national banking association as This ree and voluntary act of said national banking association as the said national banking as the said nationa association, and as their free and voluntary act, on behalf of said national banking association, as This ree DREMON

Given under my hand and notarial seal this 18th day of July 2006

COLIC STATE OF



OWNER: Mercantile National Bank

COUNTY: LAKE SECTION: 16 TOWNSHIP: 36 NORTH RANGE: 9 WEST

Trust 3751

DC1115

FLOOD PROTECTION LEVEE EASEMENT:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF HOMESTEAD COMMERCIAL ADDITION, AS SHOWN IN PLAT BOOK 32, PAGE 49, LAKE COUNTY, INDIANA: THENCE S00°15'59"W ALONG THE EAST LINE OF SAID LOT, 26.82'; THENCE N44°01'23"W, 5.63"; THENCE S78°18'16"W, 123.75' TO THE WEST LINE OF SAID LOT; THENCE NO0°15'59"E ALONG SAID WEST LINE, 14.56' TO THE NORTHWEST CORNER OF SAID LOT; THENCE N75"05'59"E ALONG THE NORTH LINE OF SAID LOT, 129.51" TO THE POINT OF BEGINNING.

TEMPORARY WORK AREA EASEMENT:

BEGINNING ON THE EAST LINE OF LOT 13 OF HOMESTEAD COMMERCIAL ADDITION, 26.62' SOUTH OF THE NORTHEAST CORNER AS SHOWN IN PLAT BOOK 32, PAGE 49, LAKE COUNTY, INDIANA: THENCE S00°15'59"W ALONG THE EAST LINE OF SAID LOT, 8.89°, THENCE N64°26'48"W, 5.70°, THENCE S78°18'15"W, 122.50° TO THE WEST LINE OF SAID LOT; THENCE NO0°15'59"E ALONG SAID WEST LINE, 10.22"; THENCE N78°18'16"E, 123.75"; THENCE \$44°01'23"E, 5.63" TO THE POINT OF BEGINNING...







7501 Indianapolis Boulevard Hammond, IN 46324

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Little Calumet River Basin Development Commission

6100 Southport Road

Portage, Indiana 46368

LITTLE CALUMET RIVER, INDIANA LOCAL FLOOD PROTECTION

SHEET 3 OF 3 REVISED DATE: 03/24/2005 LIT19.13