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10/29/2021 9:42:00 AM \$40.00  
Book - 11261 Pg - 2370-2375  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 6 P.

**RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:**

Packaging Corporation of America  
1 N. Field Court  
Lake Forest, Illinois 60045

6666346  
15-01-329-001-0000  
15-01-329-002-0000

(Space Above for Recorder's Use Only)

2266-17

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through separate mergers with The Western Pacific Railroad Company and The Denver and Rio Grande Western Railroad Company) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **PACKAGING CORPORATION OF AMERICA**, a Delaware corporation, whose address is 1 N. Field Court, Lake Forest, Illinois 60045 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Salt Lake County, State of Utah, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

**Environmental Covenants:**

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR

MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.

*(Remainder of page intentionally left blank.)*



Grantee hereby accepts this Quitclaim Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 26 day of October, 2021.

**PACKAGING CORPORATION OF AMERICA,  
a Delaware corporation**

By: [Signature]  
Printed Name: Georgia Kokkinias  
Title: Coy Puddin Manager Ft. Red Edge

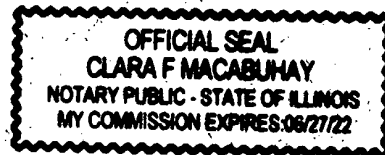
STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF IL                    )

This instrument was acknowledged before me this 26 day of October, 2021, by Georgia Kokkinias, Corp. Purch Manager, II PACKAGING CORPORATION OF AMERICA, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal:

Clara J. Macabuhay  
Notary Public

(Seal)



Union Pacific Railroad Company

Exhibit A

LEGAL DESCRIPTION

That part of Lot 5, Block 44, Plat A, Salt Lake City Survey, Salt Lake County, State of Utah, described as follows:

Beginning at the northwest corner of said Lot 5; thence South 132 feet; thence East 49.5 feet; thence North 0.2 feet; thence West 4.0 feet; thence North 131.8 feet; thence West 45.5 feet to the point of beginning.

Along with

A Parcel of land located in Lot 5, Block 44, Plat A, Salt Lake City Survey, more particularly described as follows;

Beginning at point on the east right of way line of 500 West Street, said point being South 00°00'34" East 132.00 feet from the Northwest corner of Lot 5, Block 44 and running;

Thence North 89°57'46" East 49.50 feet;

Thence South 00°00'44" East 33.00 feet;

Thence South 89°57'46" West 49.50 feet to the east right of way line of 500 West Street;

Thence North 00°00'44" West 33.00 feet along the east right of way line of to the point of beginning.

Union Pacific Railroad Company  
Real Estate Department, Omaha, NE  
Date 10-13-2021  
Fld. No. 02266-17  
RRM