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Doc#: 0631334005 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2008 09:31 AM Pg: 1 of 5

DOCUMENT NUMBER

QUIT CLAIM DEED

This instrument was drafted by:

Peggy Reinhard
Real Estate Department
Canadian Pacific Railway
501 Marquette Ave.
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Tax statements for the property described in this instrument should be sent to Grantee(s) at:

Central Grocers, Inc.
1100 W. Belmont
Franklin Park, IL
60131

Return Recorded Documents to:

Max Kanter
40 Hinshaw & Culbertson
222 N. LaSalle St., Suite 300
Chicago, IL 60601

Date: August 29, 2006

12-20-201-078

PARCEL IDENTIFICATION NUMBER

For valuable consideration, **SOO LINE RAILROAD COMPANY** ("Grantor"), a corporation under the laws of the State of Minnesota, doing business as Canadian Pacific Railway, successor by merger with The Milwaukee Road, Inc., formerly known as SLRCO, Inc., with its principal place of business located at 501 Marquette Ave. S., Suite 804, Minneapolis, Minnesota 55402, hereby conveys and quitclaims to **CENTRAL GROCERS, INC.** ("Grantee"), an Illinois Corporation, real property in Cook County, State of Illinois, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

That part of the Northeast Quarter of Section 20, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

All that portion of the west 41.50 feet of the east 1285.00 feet of said Northeast Quarter lying between the south line of Seymour Avenue and the north line of Waveland Avenue as said streets as now then established (except the north 610.00 feet thereof). Property area: 38,825 sq. ft. = 0.89 acre

RY OK

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This deed does not convey after-acquired title.

Grantor reserves unto itself, and its successors and assigns, a permanent, non-exclusive easement in, over, under, and upon the above-described real property for the continued use, maintenance, and renewal of such existing public and private utilities as are needed to serve the Appurtenant Parcel, including, but not limited to, sewers, drains, water mains, conduits, steam lines, compressed air lines, pneumatic lines, gas lines, oil or gasoline pipelines, wires, cables, electric lines, signal and communication lines, and telephone or telegraph lines (and other data transmission lines). As used in this paragraph, "Appurtenant Parcel" means real estate or real estate interests which are: (a) owned by Grantor as of the date hereof and (b) located adjacent to (though not necessarily contiguous to) the above-described real property. Said easement shall be appurtenant to, and for the benefit of, the Appurtenant Parcel.

All utilities and related facilities whether above, below or upon the surface of real property, including, but not limited to electrical transmission and distribution lines, telephone lines, fiber optic or coaxial cables, pipelines, sewers, and transmission towers (such as for cellular telephone service, and any improvement appurtenant there to, such as, but not limited to, poles, guy wires, anchors, footings, foundations, transformers, junction or service boxes, or repeater or signal stations, collectively the "Utilities," and all agreements relating to such Utilities, are excepted from the purchase, and Grantor reserves to itself, and its successors and assigns a permanent easement, or easements, as the case may be, (Utility Easement(s)) over the portions of the real property located within ten (10) feet of each such Utility, for the operation, maintenance, repair, alteration, renewal, replacement, and removal of such Utility, together with a permanent easement of sufficient width for pedestrian and vehicular access (an Access Easement) to and from each such Utility and the right to trim vegetation that may be deemed by the operator of any such Utility to interfere with such Utility. The location of the Utility Easements shall be shown and described on the survey required in Section 15 and the description or descriptions to be recited in the deed for reservation of the Utility Easement(s) shall be derived from said survey.

Grantee agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Property shall represent Grantee's acknowledgment and agreement that:

- (i) Grantor has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- (ii) Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Property;
- (iii) Grantee has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing; and
- (iv) the condition of the Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Grantor from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal,

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state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Grantee hereby waives any and all causes of action (including without limitation any right of contribution) Grantee had, has or may have against Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.


Grantee agrees to indemnify, hold harmless and defend Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific Railway


By: [Signature]
Director, Real Estate Marketing, U.S.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS


The foregoing quitclaim deed was acknowledged before me this 23 day of August 2006 by David S. Drach, Director, Real Estate Marketing, U.S. of Soo Line Railroad Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

 **CHARLES D. WEISE**
Notary Public-State of Minnesota
My Commission Expires
January 31, 2011

[Signature]
Notary Public

COOK COUNTY
REAL ESTATE TRANSACTION TAX
NOV.-9.06

REVENUE STAMP

0000013916
REAL ESTATE TRANSFER TAX
0010350
FP 103042

STATE OF ILLINOIS
STATE TAX
NOV.-9.06

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000002921
REAL ESTATE TRANSFER TAX
0020700
FP 103041

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Exhibit "A"

DOCUMENT NUMBER

QUIT CLAIM DEED

This instrument was drafted by:

Peggy Reiman
Real Estate Department
Canadian Pacific Railway
501 Marquette Ave.
Minneapolis, MN 55402

RESERVED FOR RECORDING DATA

Tax statements for the property described in this instrument should be sent to Grantee(s) at:

Central Grocers, Inc.
11100 W. Belmont
Franklin Park, IL 60131

Return Recorded Documents to:

Max Kenter
c/o Hinshaw & Culbertson LLP
222 N. LaSalle St., Suite 300
Chicago, IL 60601

Date: _____, 20____.

PARCEL IDENTIFICATION NUMBER

For valuable consideration, **SOO LINE RAILROAD COMPANY** ("Grantor"), a corporation under the laws of the State of Minnesota, doing business as Canadian Pacific Railway with its principal place of business located at 501 Marquette Ave. S., Suite 804, Minneapolis, Minnesota 55402, hereby conveys and quitclaims to **CENTRAL GROCERS, INC.** ("Grantee"), an Illinois Corporation, real property in Cook County, State of Illinois, described below, together with all hereditaments and appurtenances thereto. The real property is described as follows:

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9/28/06
Stamp from Cook County Clerk's Office
Document requirements pursuant to Paragraph A(1) of Section 3-404 of the Illinois Wage Control Act, PS

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PLAT ACT AFFIDAVIT

State of Illinois

County of Cook } SS.

Max Karter, being duly sworn on oath, states that he resides at 222 N. LaSalle Ste 300 Chicago IL 60601. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

 the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Max Karter

SUBSCRIBED and SWORN to before me

this 28th day of August, 2006.
Darryl Spivey

