

## EXHIBIT 4

**Grantor's Name & Address:**

WPC Marine, LLC  
307 Lewers Street, 6<sup>th</sup> Floor  
Honolulu, HI 96815

### SEWER EASEMENT

**WPC Marine, LLC** (“Grantor”), in consideration of the receipt of good and valuable non-monetary consideration, hereby grants unto the City of Portland (“Grantee”), a municipal corporation of the State of Oregon, a perpetual easement (“this Easement”) for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers, and appurtenances, through, under, over and along the following described parcel (“the Easement Area”):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

The Easement Area contains \* square feet.

IT IS UNDERSTOOD and agreed that:

- A. No other utilities, buildings, facilities, easements, material storage, grade changes or tree planting will be allowed within the Easement Area without the prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow-rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this Easement shall not require consent.
- B. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.
- C. This Easement does not grant or convey to Grantee any right or title to the surface of the soil in the Easement Area except as may be necessary for the exercise of Grantee’s rights under this Easement.
- D. Grantor reserves all other rights not conveyed herein but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect the rights herein granted.

---

---

R/W #9235-2

After Recording Return to:

Lance Lindahl, City of Portland

1N1E01BC TL 300

1120 SW 5th Avenue, Suite 1331

Portland, OR 97204

Tax Statement shall be sent to: No Change

- E. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. Grantor represents and warrants that Grantor has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the grant of this Easement, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for this Easement, which includes damage to the property remainder, if any, resulting from Grantee's acquisition or use of the Easement Area.
- H. Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- I. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the Easement Area and disclosed any known report, investigation, survey or environmental assessment that may provide information relevant to the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- J. Grantor warrants that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- K. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

*This section is intentionally left blank.*

IN WITNESS WHEREOF, WPC Marine, LLC, an Oregon limited liability company, pursuant to its Operating Agreement, duly and legally adopted, has caused these presents to be signed by its Member, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WPC MARINE, LLC,  
AN OREGON LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Member

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as a Member of WPC Marine, LLC, an Oregon limited liability company.

\_\_\_\_\_  
Notary Public for (state) \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

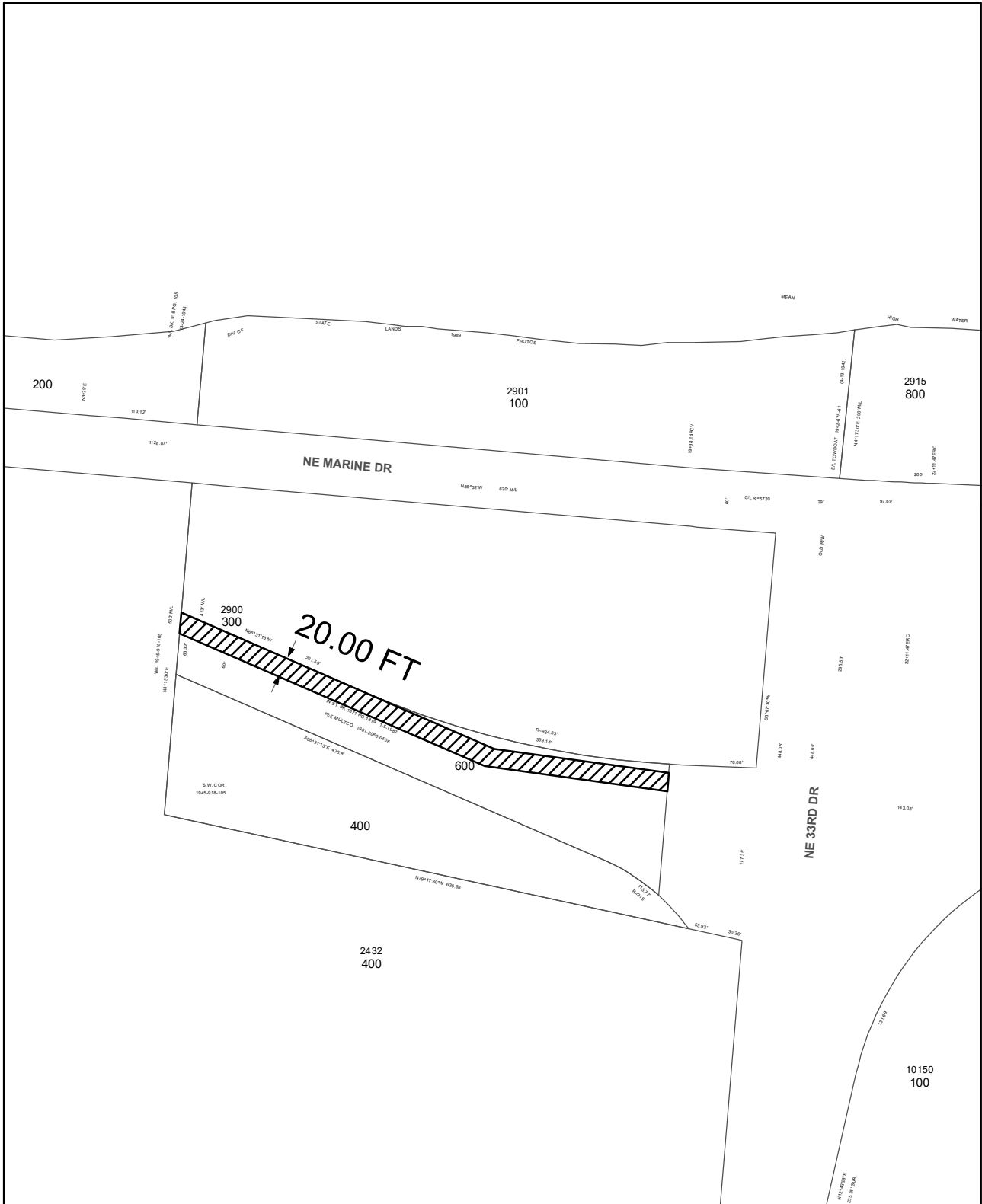
\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee

\_\_\_\_\_  
Date

# Exhibit A

Legal description to be professionally prepared and provided at a later date.

# Exhibit B



## Unnamed Road west of NE 33rd Drive

Legal: A portion of Vacated Unnamed Road west of NE 33rd Drive  
 Grantor: WPC Marine LLC  
 R/W: 9235-2 Section: 1N1E01BC



Sewer Easement Area



1 in = 150 ft