

After Recording Return To:

ASSIGNMENT OF COURTYARD EASEMENT AGREEMENT

This Assignment of Courtyard Easement Agreement (this “**Assignment**”) is entered into as of this ___ day of _____, 2016 (“**Effective Date**”) by and between The Catlin Gabel School, an Oregon nonprofit public benefit corporation (“**Assignor**”), and the City of Portland, an Oregon municipal corporation, acting through the Portland Bureau of Transportation (“**Assignee**”).

RECITALS

Assignor is the grantee under that certain Courtyard Easement Agreement dated as of _____, 2016, and recorded in the Official Records of Multnomah County, Oregon on _____ as Instrument No. _____ (the “**Courtyard Easement**”).

Assignor desires to donate the Courtyard Easement to Assignee, and has agreed to assign, transfer and convey to Assignee all of its right, title and interest under the Courtyard Easement, and Assignee has agreed to accept such assignment and assume Assignor’s obligations under the Courtyard Easement.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Courtyard Easement. Assignee hereby accepts such assignment and, from and after the Effective Date, assumes and agrees to keep, perform and fulfill the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor, as grantee, under the Courtyard Easement, subject to the terms thereof, including (without limitation) those set forth in Section 8 of the Courtyard Easement.

2. Entire Agreement. This Assignment incorporates the entire integrated agreement of the parties with respect to the Courtyard Easement.

3. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Oregon.

EXHIBIT 4

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective transferees, successors, and assigns.

5. Attorney Fees. If any suit, action, or arbitration arising out of or related to this Assignment is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees) incurred by such party or parties in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and both of which, together, shall be deemed to constitute one and the same document.

Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

THE CATLIN GABEL SCHOOL, an Oregon
nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE:

THE CITY OF PORTLAND, an Oregon municipal
corporation, acting through the
Portland Bureau of Transportation

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT 4

STATE OF OREGON)

) ss.

County of _____)

This instrument was acknowledged before me this _____ day of _____, 2015, by _____, _____, of The Catlin Gabel School, an Oregon nonprofit public benefit corporation, on behalf of the corporation.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

STATE OF OREGON)

) ss.

County of _____)

This instrument was acknowledged before me this _____ day of _____, 2016, by _____, _____, of the City of Portland, an Oregon municipal corporation, acting through the Portland Bureau of Transportation, on behalf of the municipal corporation.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

GSB:7694589.4 [36433.00800]