

EXHIBIT 5

Grantor's Name & Address:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179

SEWER EASEMENT

Pacific Coast Fruit Co., a corporation duly organized and incorporated under the laws of the State of Oregon (“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 1,077 square feet, more or less.

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. Access to the majority of the Easement Area is obstructed by Grantor’s fence and other obstacles. As a condition of this Easement, Grantor also grants to Grantee access to the Easement Area through Grantor’s existing NE 2nd Avenue driveway, as well as Grantor’s parking lot, both within an area extending 150ft south of the south line of vacated NE Everett Street. In the event that Grantor’s property is redeveloped, thus making the access route

R/W # 8824
1N1E34DA

After Recording Return to:
Dee A. Walker, City of Portland
1120 SW 5th Avenue, Suite 1331
Portland, OR 97204
Tax Statement shall be sent to: No Change

inaccessible, Grantor will provide an alternative access route to the Easement Area agreeable with Grantee.

- 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.
- 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 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.
- H. 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.
- I. 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.
- J. 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.

The remaining section intentionally left blank

IN WITNESS WHEREOF, Union Pacific Railroad Company, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Assistant Vice President this _____ day of _____, 20__.

By: _____
Chris Goble, Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on _____, 20__ by Chris Goble, Assistant Vice President, Real Estate of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

Notary Public for NEBRASKA
My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee

Date

EXHIBIT A
LEGAL DESCRIPTION
CITY OF PORTLAND SEWER EASEMENT
N.E. EVERETT STREET VACATION BETWEEN N.E. 1ST AVENUE AND N.E.
2ND AVENUE, RWA FILE NO. 8824
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON
June 8, 2020 (Otak #18706.B00)

That portion of N.E. Everett Street lying between N.E. First Avenue and N.E. Second Avenue and lying between Blocks 33 and 34 of "Map of East Portland" recorded in Plat Book 1, Page 54, Multnomah County Plat Records, in the southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said portion being a 15.00 foot wide strip described as follows:

BEGINNING at a point South 71°02'50" East a distance of 73.19 feet from the southwest corner of said Block 33, said southwest corner also being the southwest corner of that tract of land described as Parcel II in Statutory Warranty Deed Doc. No. 2011-051286;
thence North 84°48'12" East a distance of 73.51 feet to a point on a 59.00 foot radius non-tangent curve to the left with radius point at the intersection of the centerline of N.E. Everett Street and the southerly extension of the east line of said Block 33;
thence southerly along the arc of said non-tangent curve (said radius point bears South 77°22'56" East), through a central angle of 14°51'04", an arc length of 15.29 feet (chord bears South 05°11'32" West a distance of 15.25 feet);
thence South 84°48'12" West a distance of 70.76 feet;
thence North 05°11'48" West a distance of 15.00 feet to the POINT OF BEGINNING.

Contains 1,077 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2020.06.09 05:47:15-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022