Exhibit 4

Grantor's Name & Address:

Douglas E. McQuown 2310 NE Columbia Blvd. Portland, OR 97211

SEWER EASEMENT

Douglas E. McQuown ("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 3,486 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. Grantor agrees to provide a signed and striped "No Parking" area that is 9 feet by 18 feet over the existing maintenance hole ARA644 for future unobstructed access.
- C. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.

R/W #9251-05	After Recording Return to:	
1N1E14AA-00500	Kevin Balak, City of Portland	
	1120 SW 5th Avenue, Suite 1331	
	Portland, OR 97204	

Tax Statement shall be sent to: No Change

- D. 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.
- E. 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.
- F. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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, the Grantor above n	named, has hereunto set his hand this
day of, 20	
	Ву:
	Douglas E. mcquown
CTATE OF	
STATE OF	
County of	
This instrument was acknowledged before	ore me on
by	
$\overline{N_0}$	etary Public for (state)
	y Commission expires
APPROVED AS TO FORM:	
City Att	
City Attorney	
APPROVED:	
Bureau of Environmental Services Director	Date
or designee	2

9251-05\SEWER EASEMENT

CHASE, JONES & ASSOCIATES INC.



1:-0RMERI_Y BOOTH & WRICHT LAND SURVEYORS & ENGINEERS SINCE 1885

3410 SE 20th Avenue I Portland I Oregon 97202 (5031 228-9844 I info@chasejonesinc.com

R/W #9251-05 **EXHIBIT A**

Date: July 14, 2023 Revised: August 9 2023 Last Revised: August 24, 2023

Project#: 15771

Sewer Easement NE 24th Avenue

(burdening future Tax Lot 500: lands of Douglas E. McQuown)

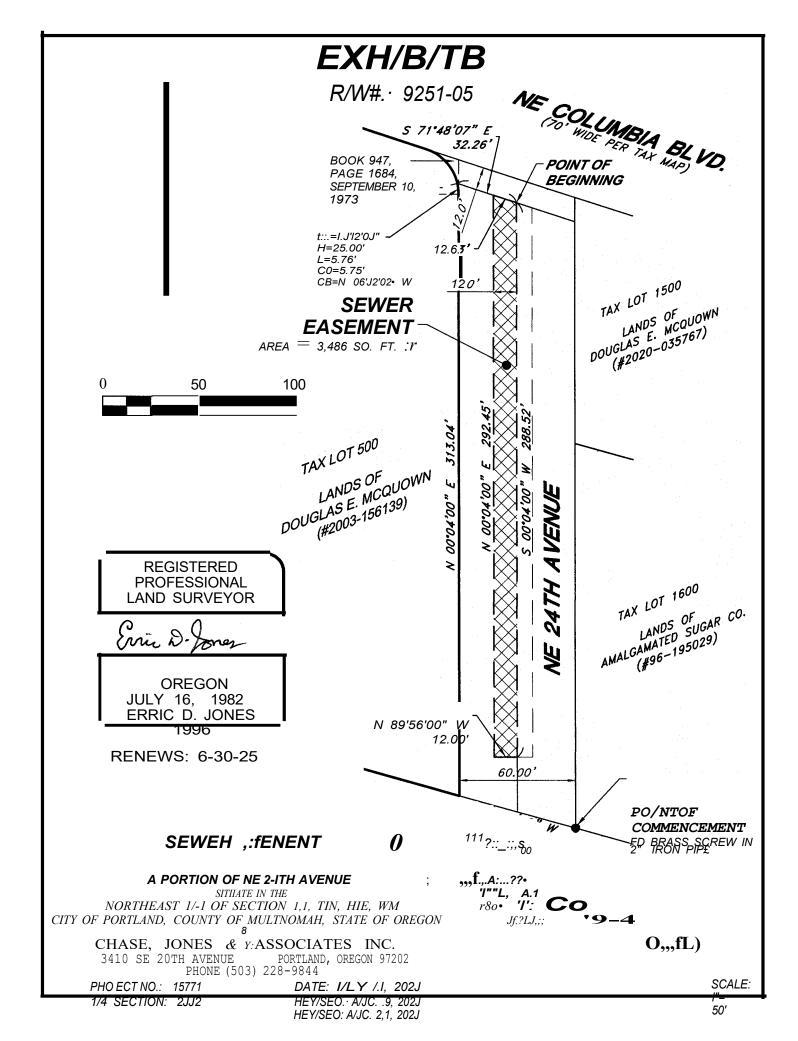
A tract ofland situate in the Northeast Quarter of Section 14, Township 1 North, Range 1 East of the Willamette Meridian, ip. the City of Portland, County of Multnomah, State of Oregon, being described as follows:

COMMENCING at the intersection of the North right of way line of the O.W.R. & N. Railroad right of way with the East right of way line of NE 24th Avenue, said point being 40.00 feet North of, when measured at right angles to, the centerline of said Railroad and 30.00 feet East of, when measured at right angles to, the centerline of said NE 24th Avenue, said point also being marked by a 2" iron pipe with a brass screw inside; thence along said North right of way line of O.W.R. & N. Railroad, North 74°25'00" West 62.27 feet to the West right of way line of said NE 24th Avenue; thence along said West right of way line, North 00°04'00" East 313.04 feet to the South line of that tract conveyed to the City of Portland for street purposes in Book 947, Page 1684, recorded September 10, 1973; thence along said City of Portland tract along a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 13°12'03", an arc length of 5.76 feet, subtended by a chord which bears North 06°32'02" West 5.75 feet, to a line parallel with, and southwesterly 12.00 feet of, when measured at right angles to the South right of way line of NE Columbia Boulevard, said point being 47.00 feet South of, when measured at right angles to, the centerline of said NE Columbia Boulevard; thence along said parallel line, South 71°48'07" East 32.26 feet to the centerline of NE 24th Avenue and the POINT OF BEGINNING of the herein described Sewer Easement; thence along said centerline, South 00°04'00" West 288.52 feet; thence North 89°56'00" West 12.00 feet; thence North 00°04'00" East 292.45 feet; thence South 71°48'07" East 12.63 feet to the **POINT OF BEGINNING** containing 3,486 square feet, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 16, 1982 ERRIC D. JONES 1996

RENEWS: 6-30-25



BURDENING FUTURE TAX LOT 500: LANDS OF DOUGLAS £. MCQUOWN

Grantor's Name & Address:

Douglas E. McQuown 80950 Vista Bonita Trail La Quinta, CA 92253

SEWER EASEMENT

Douglas E. McQuown ("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 992 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. 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.

R/W #9251-06	After Recording Return to:	
1N1E13BB 1500	Kevin Balak, City of Portland	
	1120 SW 5th Avenue, Suite 1331	
	Portland, OR 97204	

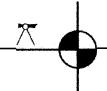
Tax Statement shall be sent to: No Change

- 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 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 hability.

This section is intentionally left blank.

IN WITNESS WHEREOF, the Owne of	er above named, has hereunto set his hand this day , 20
	By:
	Douglas E. McQuown
STATE OF	
County of	
This instrument was acknowled	edged before me on
by	
	Notary Public for (state) My Commission expires
APPROVED AS TO FORM:	
G'i Au	
City Attorney	
APPROVED:	
Bureau of Environmental Services Di	rector Date
or designee	
9251-06\SEWER EASEMENT	

CHASE, JONES & ASSOCIATES INC.



FORMEF/LY 1"30CJTH & WRIGHT LAND SURVEYORS & ENGINEERS SINCE 1885

3410 SE 20th Avenue Portland Oregon 97202 (503) 228-9844 info@chaseionesinc.com

R/W #9251-06

EXHIBIT A

Date: July 14, 2023 Revised: August 9, 2023 Last Revised: August 24, 2023

Project#: 15771

Sewer Easement

NE 24th Avenue

(burdening future Tax Lot 1500: lands of Douglas E. McQuown)

A tract of land situate in the Northeast Quarter of Section 14, Township 1 North, Range 1 East of the Willamette Meridian, .in the City of Portland, County of Multnomah, State of Oregon, being described as follows:

COMMENCING at the intersection of the North right of way line of the O.W.R. & N. Railroad right of way with the East right of way line of NE 24th Avenue, said point being 40.00 feet North of, when measured at right angles to, the centerline of said Railroad and 30.00 feet East of, when measured at right angles to, the centerline of said NE 24th Avenue, said point also being marked by a 2" iron pipe with a brass screw inside; thence along said North right of way line of O.W.R. & N. Railroad, North 74°25'00" West 62.27 feet to the West right of way line of said NE 24th Avenue; thence along said West right of way line, North 00°04'00" East 313.04 feet to the South line of that tract conveyed to the City of Portland for street purposes in Book 947, Page 1684, recorded September 10, 1973; thence along said City of Portland tract along a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 13°12'03", an arc length of 5.76 feet, subtended by a chord which bears North 06°32'02" West 5.75 feet, to a line parallel with, and southwesterly 12.00 feet of, when measured at right angles to the South right of way line of NE Columbia Boulevard, said point being 47.00 feet South of, when measured at right angles to, the centerline of said NE Columbia Boulevard; thence along said parallel line, South 71°48'07" East 63.83 feet to the East right of way line of said NE 24th Avenue; thence along said East right of way line, South 00°04'00" West 115.54 feet to the southwest comer of the property conveyed to Douglas E. McQuown in Statutory Warranty Deed recorded March 24, 2023 as document number 2020-035767; thence North 89°56'00" West 22.00 feet to the POINT OF BEGINNING of the herein described Sewer Easement; thence continuing North 89°56'00" West 8.00 feet to the centerline of NE 24th Avenue; thence along said centerline, North 00°04'00" East 125.37 feet to a line parallel with, and southwesterly 12.00

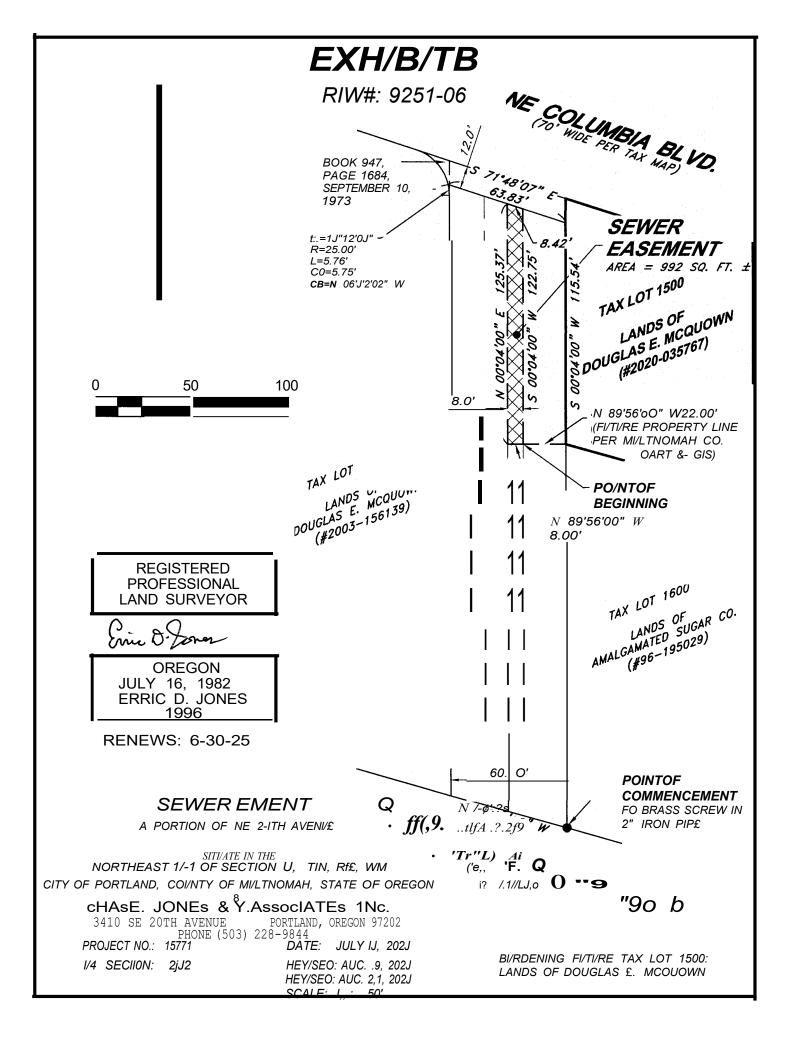
feet of, when measured at right angles to the South right of way line of NE Columbia Boulevard, said point being 47.00 feet South of, when measured at right angles to, the centerline of said NE Columbia Boulevard; thence along said parallel line, South 71°48'07" East 8.42 feet; thence South 00°04'00" West 122.75 feet to the **POINT OF BEGINNING** containing 992 square feet, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

Enie Donor

OREGON
JULY 16, 1982
ERRIC D. JONES
1996

RENEWS: 6-30-25



Grantor's Name & Address:

The Amalgamated Sugar Company LLC 1951 Saturn Rd, Suite 100 Boise, ID 83709

SEWER EASEMENT

The Amalgamated Sugar Company LLC, a Delaware limited liability company ("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 1,305 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. Grantor agrees to provide a signed and striped "No Parking" area that is 9 feet by 18 feet over the existing maintenance hole ARA644 for future unobstructed access.
- C. This Easement includes a right of access for Grantee and its contractors and agents for construction, inspection, maintenance, and other sewerage system activities.

R/W #9251-07	After Recording Return to: Kevin Balak, City of Portland	
1N1E13BB 1600		
	1120 SW 5th Avenue, Suite 1331	
	Portland, OR 97204	

Tax Statement shall be sent to: No Change

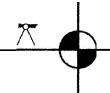
- D. This Easement does not grant or convey to Grantee any right or title to the surface of the soil in the Easement Area except as may be necessary for the exercise of Grantee's rights under this Easement.
- E. Grantor reserves all other rights not conveyed herein but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect the rights herein granted.
- F. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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, The Amalgamated company, pursuant to its Operating Agreemer presents to be signed by its	nt, duly and le	gally adopted, h	nas caused these
presents to be signed by its	, uns	_day of	, 20
			ngar Company LLC, ability company
	By:		
	Title:		
STATE OF			
County of			
This instrument was acknowledged be	efore me on _		20
by	as	S	for
	Notary Public	for (state) fon expires	
APPROVED AS TO FORM:			
City Attorney			
APPROVED:			
Bureau of Environmental Services Director or designee	Date		

9251-07\SEWER EASEMENT

CHASE, JONES & ASSOCIATES INC.



FORMERLY BOOTH & WRIGHT LAND SURVEYORS & ENGINEERS SINCE 1885

3410 SE 20th Avenue I Portland I Oregon 97202 [5031 228-9844 I <u>info@chaseionesinc.com</u>

R/W #9251-07 **EXHIBIT A**

Date: July 14, 2023 Revised: August 9, 2023 Last Revised: August 24, 2023

Project#: 15771

Sewer Easement

NE 24th Avenue

(burdening future Tax Lot 1600: lands of Amalgamated Sugar Co.)

A tract ofland situate4n the Northeast Quarter of Section 14, Township 1 North, Range 1 East of the Willamette Meridian;"in the City of Portland, County of Multnomah, State of Oregon, being described as follows:

COMMENCING at the intersection of the North right of way line of the O.W.R. & N. Railroad right of way with the East right of way line of NE 24th Avenue, said point being 40.00 feet North of, when measured at right angles to, the centerline of said Railroad and 30.00 feet East of, when measured at right angles to, the centerline of said NE 24th Avenue, said point also being marked by a 2" iron pipe with a brass screw inside; thence along said North right of way line of O.W.R. & N. Railroad, North 74°25'00" West 62.27 feet to the West right of way line of said NE 24th Avenue; thence along said West right of way line, North 00°04'00" East 313.04 feet to the South line of that tract conveyed to the City of Portland for street purposes in Book 947, Page 1684, recorded September 10, 1973; thence along said City of Portland tract along a tangent curve to the left, having a radius of 25.00 feet, through a central angle of 13°12'03", an arc length of 5.76 feet, subtended by a chord which bears North 06°32'02" West 5.75 feet, to a line parallel with, and southwesterly 12.00 feet of, when measured at right angles to the South right of way line of NE Columbia Boulevard, said point being 47.00 feet South of, when measured at right angles to, the centerline of said NE Columbia Boulevard; thence along said parallel line, South 71°48'07" East 63.83 feet to the East right of way line of said NE 24th Avenue; thence along said East right of way line, South 00°04'00" West 115.54 feet to the southwest comer of the property conveyed to Douglas E. McQuown in Statutory Warranty Deed recorded March 24, 2023 as document number 2020-035767; thence North 89°56'00" West 22.00 feet to the POINT OF BEGINNING of the herein described Sewer Easement; thence continuing North 89°56'00" West 8.00 feet to the centerline of NE 24th Avenue; thence

along said centerline, South 00°04'00" West 163.15 feet; thence South 89°56'00" East 8.00 feet; thence North 00°04'00" East 163.15 feet to the **POINT OF BEGINNING** containing 1,305 square feet, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR

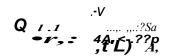
OREGON
JULY 16. 1982
ERRIC D. JONES
1996

RENEWS: 6-30-25

E%H/B/TB NE COLUMBIA BL VO. R/W#. 9251-07 BOOK 947. PAC£ 1684, SE'PT£MB£R 10, 1973 t.=1,S-12'0.J" H=25.00'L=5.76' C0=5.75' CB=N 06•J2'02• W or 1500 or o^{WN} $r,105 t.4COtl^{1}$) S=> otJG 20...,0N 99•56'00" \$) 0 (120 0 50 100 It) **POINTOF BEGINNING** .., _{1,.0}r 500 ") N 89.56'00" W 22.00' NOS McaU) {FVTVR£ PROPERTY LIN£ P£R MVLTNOMAH CO. otJG 0J-1 561J9 DART ct GIS} **SEWER** 0 (120 **EASEMENT** REGISTERED AREA = 1,305 SO. FT. \pm **PROFESSIONAL** ,,₀1¹⁶⁰⁰ LAND SURVEYOR ,, وي بـ__,.Nos _{sr.JGJ\} R cO Z 1e 5oz9J **OREGON** JULY 16, 1982 ERRIC D. JONES j\ftfJ\r.,G {f196-1 1996 8.0' **RENEWS: 6-30-25**

SEWEREASEMENT

OYE/I **A** PORTION OF NE 2/TH AVENUE SITUATE IN THE



POINTOF COMMENCEMENT FD BRASS SCREW IN 2" IRON PIP£

('a,,

chase, Jones & Y.Associates 1Nc.
3410 SE 20TH AVENUE PORTLAND, OREGON 97202
PHONE (503) 228-9844
PROJECT NO.: 15771 IJATE: JI/LY 1J, 202J

1/4 SECIION: 2JJ2

I?EYISEIJ: AI/C. .9, 202J HEY/SEO: Al/ti. 24, 202J

SCAL£· I"= 50'

JS>o_,,b

BVRD£NING FVTUR£ TAX LOT 1600: LANDS OF AMALGAMATED SUGAR CO.

