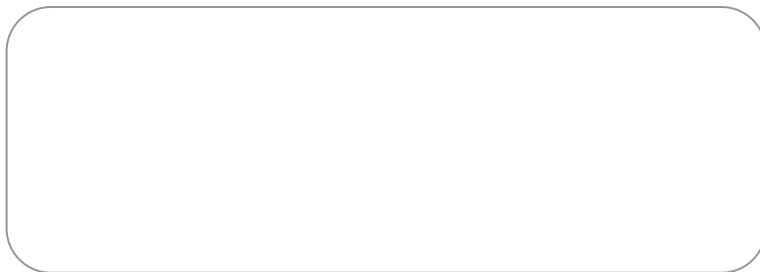


Grantor's Name and Address:

Public Storage Institutional Fund II
PO Box 25025
Glendale, CA 91221



TEMPORARY EASEMENT

PS Oregon, Inc., a Delaware corporation, successor in interest to **Public Storage Institutional Fund II** a California Limited Partnership ("Grantor"), in consideration of the sum of Three Thousand and no/100 Dollars (\$3,000.00) and other good and valuable consideration, to it paid by the City of Portland ("Grantee"), a municipal corporation of the State of Oregon, does hereby grant unto Grantee a temporary easement ("this Easement") for the purpose of supporting investigative activities associated with design of the Tryon Creek Wastewater Treatment Plant Headworks Project ("Project"), through, under, over and along the following described ("the Easement Area"), which is depicted on the attached Exhibit A, which is incorporated herein by this reference.

A portion of that tract of land conveyed by deed to Public Storage Institutional Fund II, a California limited partnership, recorded in Document No. 87-43992, Clackamas County Deed Records, situated in the southwest one-quarter of Section 2, T2S, R1E, W.M., in the City of Lake Oswego, County of Clackamas, State of Oregon, said portion being depicted on Exhibit A attached hereto and incorporated herein by this reference.

The Easement Area contains 90,958 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. Grantee desires to undertake certain investigations in anticipation of undertaking and constructing the Project. These investigations are detailed on Exhibit B attached hereto and incorporated herein by this reference (the "Investigations").
- B. This Easement is temporary and granted for a term of six (6) weeks, which shall commence at least twenty-one days after Grantee provides to Grantor the notice required under Section D below and shall be completed no later than December 31, 2017.

R/W #7930

BES #E10582

21E02CB01501, 01700, 01000

After Recording Return to:

John Deyo, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. So as to minimize interference with Grantor's business operations on the Property, Grantee shall coordinate its Investigations with Public Storage's District Manager. In addition, Grantee will conduct its Investigations during less heavily-trafficked hours during Grantor's business hours and shall not perform any Investigations on the first two and last two days of each month or on days when auctions are held. Further, Grantee agrees that it will make every reasonable effort to minimize any construction impacts to Grantor's business or the Property, and ensure that access to the Property is reasonably maintained during the term of this Easement.
- D. Grantee agrees to provide Grantor with at least twenty-one (21) days' written notice prior to commencing work under this Easement. Notices to Public Storage shall be by e-mail with a read receipt confirmation requested to the following: thresh@publicstorage.com, eengel@publicstorage.com, cruth@publicstorage.com, kparks@publicstorage.com, and vbauguess@publicstorage.com. Notices shall be effective upon receipt by the recipient.
- E. Grantee will provide to Grantor copies of any results, data, or reports resulting from its Investigations on the Property within seven (7) days of Grantee's receipt of such results, data, or reports.
- F. Grantee will reasonably endeavor to minimize impacts to existing structures and surfaces. Grantee will restore or repair areas, structures, or surfaces disturbed by Grantee or Grantee's contractor to a condition that is as good as the condition that existed before the work began. The area of repair or replacement will be limited to the area of damage, may have appearance variations due to age or weathering, and does not include any portion of the public right-of-way, as defined by Grantee.
- G. Consistent with the law governing conveyances made under the threat of eminent domain, Grantor does not make any representations or warranties to Grantee or Grantee's contractors regarding the Property. 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 specific rights herein granted.
- H. During the term of this Easement only, this Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee. If Grantee records this Easement, Grantee will file a termination of this Easement in the public record within seven (7) days of expiration of this Easement.
- I. This Easement is granted under the threat of Grantee's exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed herein, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights under this Temporary Easement.
- 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. Grantor, by conveying this Easement, is not accepting liability for

any release of hazardous substances onto or from the Easement Area caused by or otherwise originating from Grantee's activities under this Easement.

- K. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall hold harmless, indemnify, and defend Grantor from and against all claims, demands, penalties, and causes of action (collectively, "the Claims") of any kind or character in favor of any person on account of personal injury, death, damage to property, or violation of law to the extent the Claims arise out of, or result from, the acts or omissions of Grantee or Grantee's officers, employees, agents, or elected officials within the Easement Area. Grantor shall hold harmless, indemnify, and defend Grantee and Grantee's officers, employees, agents, and elected officials from and against the Claims of any kind or character in favor of any person on account of personal injury, death, damage to property, or violation of law to the extent the Claims arise out of, or result from, the acts or omissions of the Grantor or its officers, employees, agents, or elected officials within the Easement Area.

IN WITNESS WHEREOF, PS Oregon, Inc., successor in interest to Public Storage Institutional Fund II, a California Limited Partnership has caused these presents to be signed this _____ day of _____, 20____.

PS OREGON, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

[Notarial certificate on following page.]

By its execution hereof, the _____ (name) as the Director of the Bureau of Environmental Services of the City of Portland represents that he has the authority to execute this Temporary Easement and to accept the obligations of Grantee hereunder on behalf of the City as of this ____ day of _____, 2017.

APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED:

Bureau of Environmental Services Director or his designee

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On _____, 2017 before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Seal

EXHIBIT A
Easement Area

[See attached depiction.]

EXHIBIT B

Investigations

The Investigations include the following:

- Underground utility locates
- Geotechnical borings, including six (6) geotechnical holes at the locations indicated on the attached site plan marked as Exhibit B-1, which is incorporated herein by this reference. The drilling will be performed by a licensed geotechnical drilling contractor under the supervision of a Registered Geologist or Professional Engineer using one drilling rig to bore at each of the four corners of an existing storage building on the Property. Prior to drilling, a private utility-locating company will mark the locations of underground utilities, and borehole locations will be adjusted as needed to avoid damage to underground improvements on the Property. During drilling, the drilling rig and support vehicles will be oriented to provide a minimum of a ten-foot-wide lane of travel around the storage building. Additionally, the trucks and drilling rig will be moved as necessary to allow for Grantor's tenants to access storage units blocked by the drilling activities. The drilling contractor estimates that the drilling rig will need to be at each of the four borehole locations for approximately six (6) hours.
- Topographical survey
- Archeological survey
- Biological survey and assessment
- Sensitive Lands delineation per Lake Oswego Code Chapter 50
- Tree survey

EXHIBIT B-1
DEPICTION OF GEOTECHNICAL BORINGS

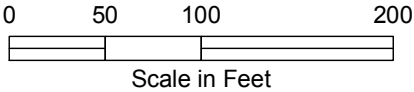
[*See* attached depiction.]





Filename: T:\Projects\24-1\0407_Tryon Creek Waste Water Treatment Plant\A\vmxd\PrelimSitePlan.mxd Date: 5/30/2017 Login: aeh



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



LEGEND

-  Approximate Location of Drill Rig
-  Location of Proposed Boring

Tryon Creek Wastewater Treatment Plant
Headworks Project
Lake Oswego, Oregon

**SITE AND EXPLORATION PLAN
EXISTING STORAGE FACILITY**

May 2017 24-1-04047-002

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

FIG. 1