

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington limited partnership, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

#### ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.013 acre (569 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**); and

Public Utility Easement interest in and across all of that certain 0.017 acre (752 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 3PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

#### ARTICLE II PURCHASE PRICE

##### Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B", and any damage to or cost to cure of the remaining property of Seller as a result of this acquisition, shall be the sum of FORTY-SEVEN THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$47,356.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT.

2.05. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall be responsible for the removal of any trees necessary for City of Round Rock sign code compliance in connection with the relocation or reconstruction of Seller's on-premise advertising sign in the location generally as shown on Exhibit "C" attached hereto and incorporated herein.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before December 31<sup>st</sup>, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, ~~including specifically a partial release of the existing lease with Circle K Stores, Inc. for the Property described in Exhibit "A"~~, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing; and

(d) Matters of record.

The Deed to the State of Texas shall be in substantially the same form as shown in Exhibit "D" attached hereto. The Public Utility Easement to the City of Round Rock shall be in substantially the same form as shown in Exhibit "E" attached hereto.

~~—— (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:~~

~~(a) — The boundary and survey exceptions shall be deleted;~~

~~(b) — The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and~~

~~(c) — The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".~~

(23) Deliver to Purchaser possession of the Property.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

#### **ARTICLE VIII MISCELLANEOUS**

##### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

##### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company,  
successor in interest to  
SHURGARD TEXAS LIMITED PARTNERSHIP,  
a Washington limited partnership

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

By:   
Sharon Linder  
Vice President, Assistant General Counsel

c/o Public Storage  
Dept TX08415  
701 Western Avenue  
Glendale, CA 91201

Date: January 5, 2017

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 221 East Main St.  
Round Rock, Texas 78664



EXHIBIT A

**County:** Williamson  
**Highway:** R. M. 620  
**Limits:** Deepwood Dr. to IH 35  
**CSJ:** 0683-01-092

**PROPERTY DESCRIPTION FOR  
PARCEL 3**

DESCRIPTION OF A 0.013 ACRE (569 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4 OF DEEPWOOD CENTER SECTION TWO SUBDIVISION RECORDED IN CABINET L, SLIDE 247-248 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO SHURGUARD TEXAS LIMITED PARTNERSHIP BY INSTRUMENT RECORDED IN DOCUMENT NO. 9712877 OF THE OFFICIAL RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.013 ACRE (569 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

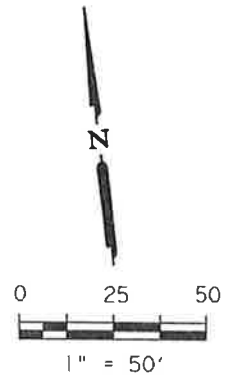
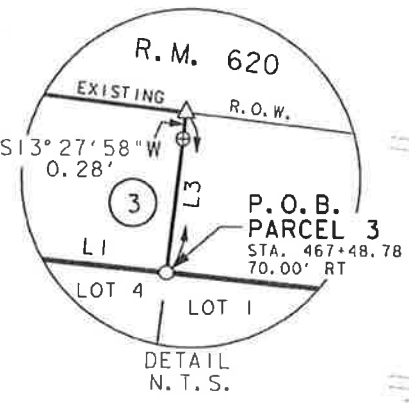
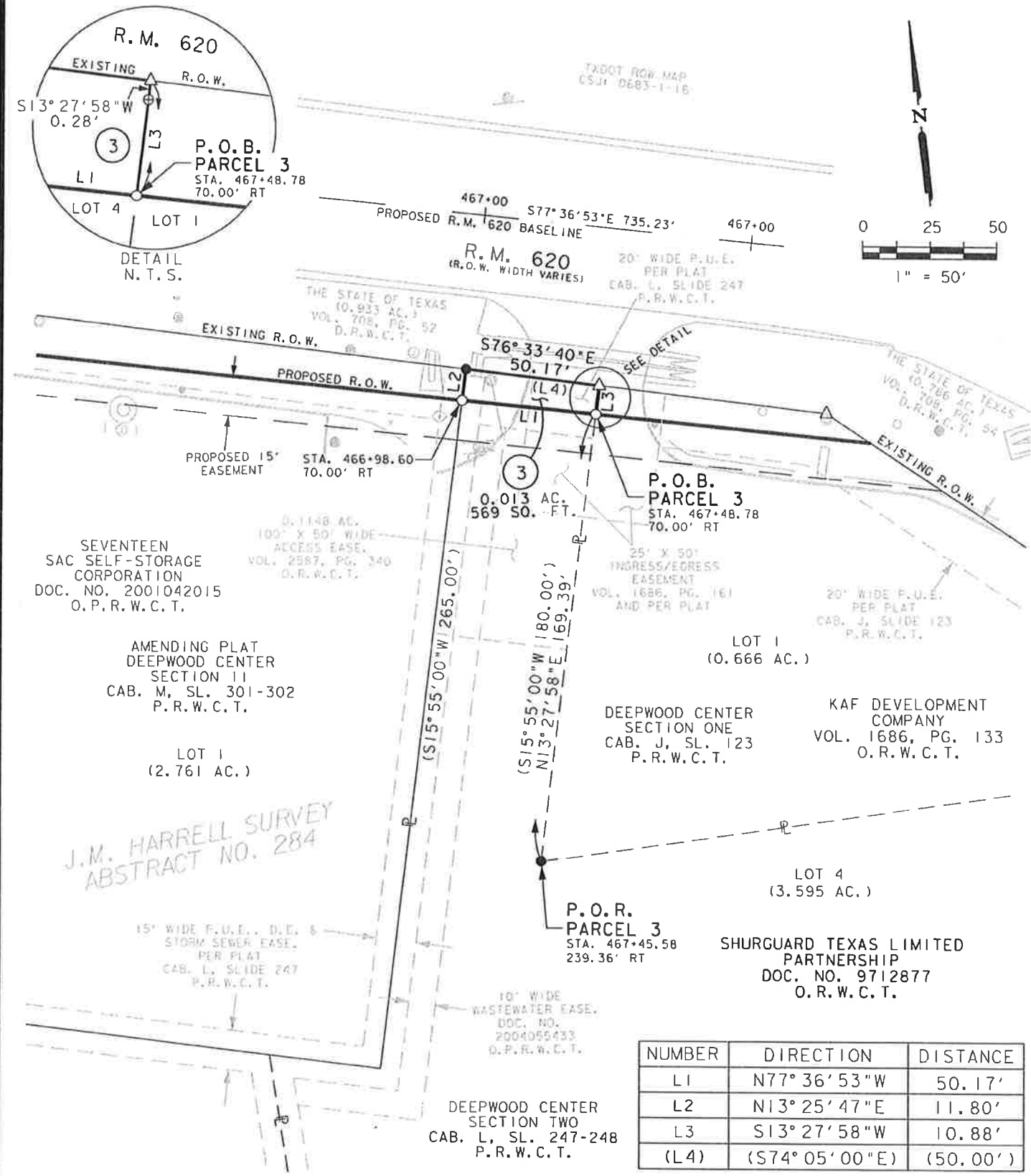
**BEGINNING FOR REFERENCE** at a ½" iron rod found, 239.36 feet right of proposed Ranch to Market (R.M.) 620 baseline station 467+45.58, being the southwest corner of Lot 1 of Deepwood Center Section One subdivision, recorded in Cabinet J, Slide 123 of the Plat Records of Williamson County, Texas, and conveyed to KAF Development Co. by instrument recorded in Volume 1686, Page 133 of the Official Records of Williamson County, Texas, same being an angle point in the northerly boundary line of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and Lot 1, N 13°27'58" E, for a distance of 169.39 feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 467+48.78, in the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), being the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE** departing the westerly boundary line of said Lot 1, with said proposed ROW line, through the interior of said Lot 4, **N 77°36'53" W** for a distance of **50.17** feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 466+98.60, being the easterly boundary line of Lot 1 of the Amending Plat of Deepwood Center Section II subdivision recorded in Cabinet M, Slides 301–302 of the Plat Records of Williamson County, Texas, and conveyed to Seventeen Sac Self-Storage Corp. by instrument recorded in Document No. 2001042015 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 4, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said proposed ROW line, with said easterly boundary line of Lot 1, same being the westerly boundary line of said Lot 4, **N 13°25'47" E** for a distance of **11.80** feet to a ½" iron rod found, being a point in the existing southerly ROW line of R.M. 620 (ROW width varies), being the northeasterly corner of said Lot 1 (Amending Plat of Deepwood Center Section II subdivision), same being the northwesterly corner of said Lot 4, for the northwesterly corner of the herein described parcel;
- 3) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said Lot 4, **S 76°33'40" E** for a distance of **50.17** feet to a calculated point, being the northwest corner of said Lot 1 (Deepwood Center Section One subdivision), same being the northeasterly corner of said Lot 4, for the northeasterly corner of the herein described parcel;



PLAT TO ACCOMPANY PARCEL DESCRIPTION



SEVENTEEN  
SAC SELF-STORAGE  
CORPORATION  
DOC. NO. 2001042015  
O. P. R. W. C. T.

AMENDING PLAT  
DEEPWOOD CENTER  
SECTION 11  
CAB. M, SL. 301-302  
P. R. W. C. T.

LOT 1  
(2.761 AC.)

J.M. HARRELL SURVEY  
ABSTRACT NO. 284

15' WIDE F.U.E., D.E. &  
STORM SEWER EASE.  
PER PLAT  
CAB. L, SLIDE 247  
P. R. W. C. T.

DEEPWOOD CENTER  
SECTION TWO  
CAB. L, SL. 247-248  
P. R. W. C. T.

25' X 50'  
INGRESS/EGRESS  
EASEMENT  
VOL. 1686, PG. 161  
AND PER PLAT

DEEPWOOD CENTER  
SECTION ONE  
CAB. J, SL. 123  
P. R. W. C. T.

KAF DEVELOPMENT  
COMPANY  
VOL. 1686, PG. 133  
O. R. W. C. T.

LOT 1  
(0.666 AC.)

LOT 4  
(3.595 AC.)

P. O. R.  
PARCEL 3  
STA. 467+45.58  
239.36' RT

SHURGUARD TEXAS LIMITED  
PARTNERSHIP  
DOC. NO. 9712877  
O. R. W. C. T.

NUMBER	DIRECTION	DISTANCE
L1	N77° 36' 53" W	50.17'
L2	N13° 25' 47" E	11.80'
L3	S13° 27' 58" W	10.88'
(L4)	(S74° 05' 00" E)	(50.00')

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS LIMITED PARTNERSHIP**

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	----------------------	-------------------	----------------------

Texas Department of Transportation

**PARCEL 3**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌋	LAND HOOK
⊕	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊙	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
⊕	PK NAIL FOUND	N.T.S.	NOT TO SCALE
X	X CUT FOUND	D.R.W.C.T.	DEED RECORDS
▲	60/D NAIL FOUND	WILLIAMSON COUNTY, TEXAS	OFFICIAL RECORDS
△	CALCULATED POINT	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
⊕	CENTER LINE	WILLIAMSON COUNTY, TEXAS	WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1013, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 24, 2014.

- I. RESTRICTIVE COVENANTS: CABINET L, SLIDES 247-248, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOC. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE EASTERLY PROPERTY OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- D. A PUBLIC UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG THE SOUTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- E. A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND STORM SEWER EASEMENT 7.5 FEET IN WIDTH ALONG THE WESTERLY AND NORTHWESTERLY PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE MOST NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- G. AN EASEMENT BEING 25' X 50' IN THE NORTHEAST CORNER OF THE ACCESS PORTION OF THE PROPERTY AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- H. EASEMENTS FOR 8" WATERLINE AND 6" WASTEWATER LINE ALONG THE MOST NORTHERLY BOUNDARY OF PROPERTY ADJOINING R.M. 620 AS SET OUT IN VOLUME 2587, PAGE 350, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY TEXAS, SUBJECT TO.
- I. INGRESS, EGRESS AND REGRESS EASEMENT RETAINED IN DEED TO JAY B. BRIDWELL EXECUTED BY DEEPWOOD CENTER JOINT VENTURE IN VOLUME 2533, PAGE 748 & VOLUME 2587, PAGE 340 CORRECTS VOLUME 2533, PAGE 748, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- J. MUTUAL AGREEMENT EASEMENT BY AND BETWEEN FRANKLIN SAVINGS ASSOCIATION AND KF DEVELOPMENT COMPANY IN VOLUME 1686, PAGE 161, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- K. AFFIDAVIT OF POLLUTION ABATEMENT PLAN IN VOLUME 2682, PAGE 219, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY, TEXAS, SUBJECT TO.
- L. WASTEWATER LINE EASEMENT AND LICENSE AGREEMENT EXECUTED BY SHURGUARD TEXAS LIMITED PARTNERSHIP, TO HAWK MTN. DEVELOPMENT, L.L.C. UNDER DOCUMENT 2004055433, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*M. Stephen Truesdale* 10 MAR 2014



M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.013	569
CALC/DEED AREA	3.595	156,598
REMAINDER AREA	3.582	156,029

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS LIMITED PARTNERSHIP**

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	----------------------	-------------------	----------------------

**Texas Department of Transportation**

**PARCEL 3**

EXHIBIT B

County: Williamson  
Parcel : 3-E  
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 3-E

DESCRIPTION OF A 0.017 ACRE (752 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4 OF DEEPWOOD CENTER SECTION TWO SUBDIVISION RECORDED IN CABINET L, SLIDES 247-248 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO SHURGUARD TEXAS LIMITED PARTNERSHIP BY INSTRUMENT RECORDED IN DOCUMENT NO. 9712877 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.017 ACRE (752 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 467+48.78, being the common boundary line of Lot 1 of Deepwood Center Section One subdivision, recorded in Cabinet J, Slide 123 of the Plat Records of Williamson County, Texas, and said Lot 4, same being the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said Lot 1 and Lot 4, **S 13°27'58" W**, for a distance of **15.00** feet to a calculated point, for the most southeasterly corner of the herein described tract;
- 2) **THENCE** departing the westerly boundary line of said Lot 1, through the interior of said Lot 4, **N 77°36'53" W** for a distance of **50.17** feet to a calculated point, being the easterly boundary line of Lot 1 of the Amending Plat of Deepwood Center Section II subdivision recorded in Cabinet M, Slides 301-302 of the Plat Records of Williamson County, Texas, same being the westerly boundary line of said Lot 4, for the southwesterly corner of the herein described tract;
- 3) **THENCE**, with the common boundary line of said Lot 1 and Lot 4, **N 13°25'47" E** for a distance of **15.00** feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 466+98.60, being a point in said proposed southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described tract;
- 4) **THENCE**, with said proposed southerly ROW line, through the interior of said Lot 4, **S 77°36'53" E** for a distance of **50.17** feet to the **POINT OF BEGINNING** and containing 0.017 acres (752 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

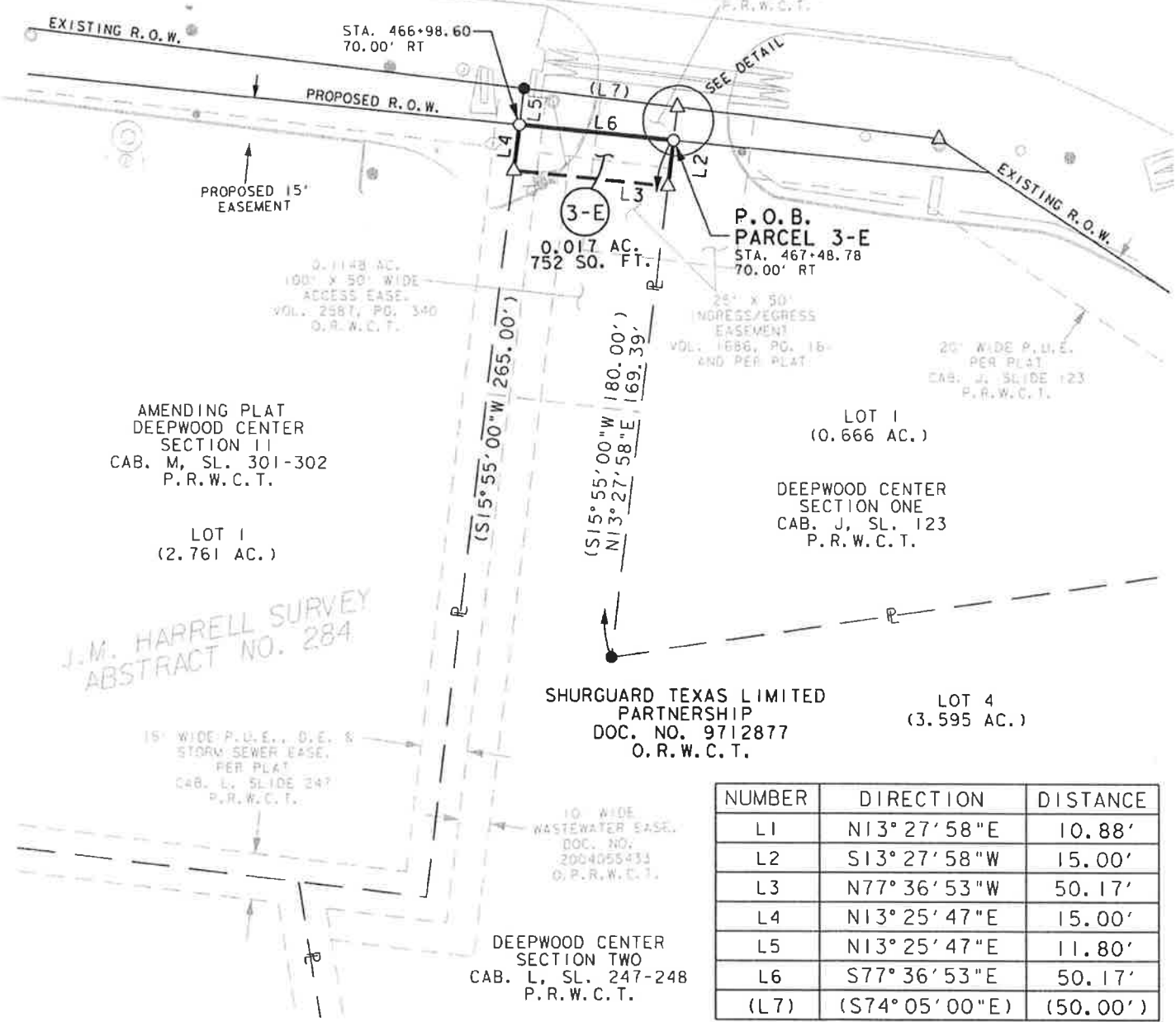
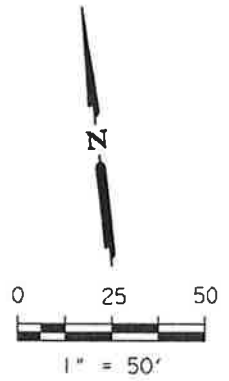
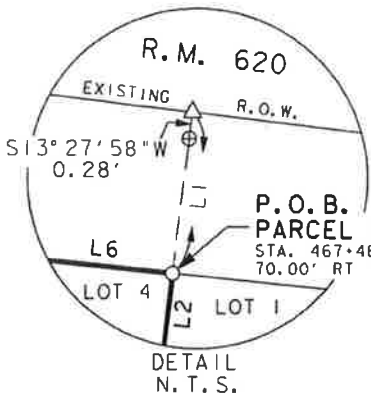
*M. Stephen Truesdale*  
\_\_\_\_\_  
M. Stephen Truesdale

*20 MAY 2014*  
\_\_\_\_\_  
Date

Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION



AMENDING PLAT  
DEEPWOOD CENTER  
SECTION 11  
CAB. M, SL. 301-302  
P. R. W. C. T.

LOT 1  
(2.761 AC.)

LOT 1  
(0.666 AC.)

DEEPWOOD CENTER  
SECTION ONE  
CAB. J, SL. 123  
P. R. W. C. T.

J.M. HARRELL SURVEY  
ABSTRACT NO. 284

SHURGUARD TEXAS LIMITED  
PARTNERSHIP  
DOC. NO. 9712877  
O. R. W. C. T.

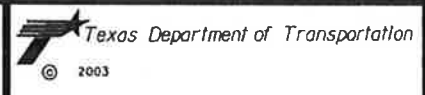
LOT 4  
(3.595 AC.)

NUMBER	DIRECTION	DISTANCE
L1	N13° 27' 58" E	10.88'
L2	S13° 27' 58" W	15.00'
L3	N77° 36' 53" W	50.17'
L4	N13° 25' 47" E	15.00'
L5	N13° 25' 47" E	11.80'
L6	S77° 36' 53" E	50.17'
(L7)	(S74° 05' 00" E)	(50.00')

DEEPWOOD CENTER  
SECTION TWO  
CAB. L, SL. 247-248  
P. R. W. C. T.

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS LIMITED PARTNERSHIP**



SCALE 1" = 50'	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	-------------------	----------------------

**PARCEL 3-E**

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	∟	LAND HOOK
⊕	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊙	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
⊕	PK NAIL FOUND	N.T.S.	NOT TO SCALE
X	X CUT FOUND	D.R.W.C.T.	DEED RECORDS
▲	60/D NAIL FOUND	WILLIAMSON COUNTY, TEXAS	
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS	
⊕	CENTER LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	
		P.R.W.C.T.	PLAT RECORDS
		WILLIAMSON COUNTY, TEXAS	

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1013, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 16, 2014, ISSUE DATE JANUARY 24, 2014.

- I. RESTRICTIVE COVENANTS: CABINET L, SLIDES 247-248, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOC. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE EASTERLY PROPERTY OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- D. A PUBLIC UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG THE SOUTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- E. A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND STORM SEWER EASEMENT 7.5 FEET IN WIDTH ALONG THE WESTERLY AND NORTHWESTERLY PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE MOST NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- G. AN EASEMENT BEING 25' X 50' IN THE NORTHEAST CORNER OF THE ACCESS PORTION OF THE PROPERTY AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- H. EASEMENTS FOR 8" WATERLINE AND 6" WASTEWATER LINE ALONG THE MOST NORTHERLY BOUNDARY OF PROPERTY ADJOINING R.M. 620 AS SET OUT IN VOLUME 2587, PAGE 350, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY TEXAS, SUBJECT TO.
- I. INGRESS, EGRESS AND REGRESS EASEMENT RETAINED IN DEED TO JAY B. BRIDWELL EXECUTED BY DEEPWOOD CENTER JOINT VENTURE IN VOLUME 2533, PAGE 748 & VOLUME 2587, PAGE 340 CORRECTS VOLUME 2533, PAGE 748, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- J. MUTUAL AGREEMENT EASEMENT BY AND BETWEEN FRANKLIN SAVINGS ASSOCIATION AND KF DEVELOPMENT COMPANY IN VOLUME 1686, PAGE 161, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- K. AFFIDAVIT OF POLLUTION ABATEMENT PLAN IN VOLUME 2682, PAGE 219, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY, TEXAS, SUBJECT TO.
- L. WASTEWATER LINE EASEMENT AND LICENSE AGREEMENT EXECUTED BY SHURGUARD TEXAS LIMITED PARTNERSHIP, TO HAWK MTN. DEVELOPMENT, L.L.C. UNDER DOCUMENT 2004055433, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*M. Stephen Truesdale 20 MAY 2014*

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



**INLAND u**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

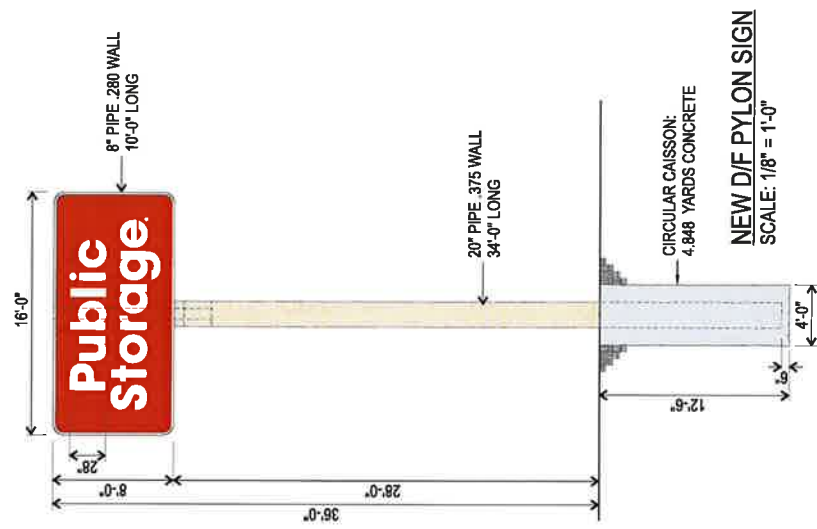
PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS LIMITED PARTNERSHIP**

SCALE 1" = 50'	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	-------------------	----------------------

Texas Department of Transportation  
© 2003

**PARCEL 3-E**

EXHIBIT "C"



EXISTING PYLON SIGN TO BE REMOVED APPROX. LETTER 'P' HEIGHT IS 22"



ACREAGE: 3.595 AC.

BEARING BASIS: REC ALL CONFS ARE RB

SCALE: 1" = 50'-0"

It is the intent and purpose of this color rendering to provide a basic color representation of your sign, finish, and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matheson paint color formula will minimize the differences.

image national signs  
bringing your image to light

16265 Star Road Nampa, ID 83687 toll free: 800.592.8058 tel: 208.345.4020 fax: 208.336.9886 www.imagenational.com

PROJECT NO. 08415  
SITE #08415  
ROUND ROCK, TX

DESIGNED BY: J.G.  
DRAWN BY: D.F.  
CHECKED BY: [Signature]  
DATE: [Date]

RESUBMITTER: [Signature]  
DATE: [Date]

PROJECT: PBS-08415-ROUND ROCK TX-RELO-R1-053117

SCALE: 1" = 50'-0"

1 of 1



# EXHIBIT "D"

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.**



## DEED RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 3

**Grantor(s), whether one or more:** SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington limited partnership

**Grantor's Mailing Address (including county):**

701 Western Avenue  
Glendale, California 91201  
Los Angeles County

**Grantee:** THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35  
Austin, Texas 78761

**Consideration:**

The sum of Ten Thousand and no/100 Dollars (\$10,000.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein represents a settlement and

compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

**Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through, or under Grantor, but not otherwise.

EXECUTED on the date(s) of acknowledgement indicated below.

*[signature page follows]*

**GRANTOR:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company,  
successor in interest to  
SHURGARD TEXAS LIMITED PARTNERSHIP,  
a Washington limited partnership

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 instrument 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 "E"

## PUBLIC UTILITY EASEMENT

RM 620 Improvement Project

THE STATE OF TEXAS

§

**KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

§

That SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington Limited Partnership, whose current address is 701 Western Avenue, Glendale, CA 91201-2349 and its successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property, to-wit:

All of that certain 0.017 acre (752 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (**Parcel 3-PUE**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary subsurface accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantor of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement, nor use the easement to stage or deposit tools, implements, and other materials or spoils.
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands and restore any of Grantor's land disturbed by work undertaken by Grantee for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work.
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall maintain, and shall require its contractor(s) to maintain, adequate liability insurance during its activities on the easement and to be responsible for any damage or injury incurred as a result of its activities on the easement.
- (d) Grantee shall perform all work undertaken by Grantee in a good and workmanlike manner and to promptly complete its work within the easement and shall not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests.
- (e) No cost or expense shall be incurred by Grantor in connection with any of Grantee's use, construction, removal, demolition, and/or maintenance pursuant to this easement.
- (f) The easement is a portion of the Public Storage self-storage facility at 1517 Round Rock Avenue, Round Rock, Texas ("Facility"), and the sole access to the Facility is through the easement. Unless otherwise agreed to between the Grantor and Grantee in advance, Grantee shall maintain access to the Facility at all times (i.e., at least half of any driveway

must be usable by vehicles entering or exiting the Facility at all times). Grantee shall not interfere with Public Storage's operations at the Facility and shall use its best efforts to schedule the project so that work does not occur on the easement on the first or last days of each calendar month.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

This grant is made in lieu of condemnation under eminent domain.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2017.

**GRANTOR:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 instrument 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