

EXHIBIT

"A"

REAL ESTATE CONTRACT

2800 OAKMONT DRIVE

This Real Estate Contract ("Contract") is entered into between DATAMAX CONSULTING CORP., a Texas corporation, ("Seller"), and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Buyer") upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

- 1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, the tract of land located at 2800 Oakmont Drive, Round Rock Texas and described below:

LOT 2, BLOCK "A", OF OAKMONT CENTRE, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS; AND BEING FURTHER DESCRIBED IN THAT CERTAIN DEED TO DATAMAX CONSULTING CORP., RECORDED IN DOCUMENT NO. 2009076330 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS

together with all and singular the rights and appurtenances of Seller pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, and any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

- 1.03 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property and Additional Consideration shall be the sum of TWO MILLION SEVEN HUNDRED TEN THOUSAND and NO/100 DOLLARS (\$2,710,000.00)("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price, less the Escrow Deposit, shall be payable by Buyer to Seller in cash at the Closing. Upon execution of this Contract, the Buyer will deposit the amount of TEN THOUSAND and No/100 Dollars (\$10,000.00) with the Title Company as earnest money (the "Escrow Deposit"). At the Closing, the Escrow Deposit shall be credited to the Sales Price and Title Company will release the Escrow Deposit to the Seller.

2.03 Additional Consideration for Relocation Expenses. By execution of this Contract the parties acknowledge and intend for the Sales Price to include full and final compensation and other satisfaction of any relocation claim by Seller pursuant to the provisions and entitlements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., any related relocation assistance program in place under current federal or State

law, or any additional moving expenses or costs that Seller may otherwise be entitled to at law or in equity.

2.04. Temporary Leaseback of Property. At Closing, Buyer and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Buyer, as Landlord, shall lease back to Seller, as Tenant, the Property for a term of eighteen (18) months, subject to any early termination provisions in the Leaseback Agreement, with such lease commencing on the Closing Date. The parties agree that the rent for such lease shall be the sum of One Dollar (\$1.00) per year, and that Seller, as Tenant, shall pay all taxes, utility and insurance expenses associated with the Property during the lease term as provided in the Leaseback Agreement. The Leaseback Agreement shall be in the form attached hereto as Exhibit "A".

3. Buyer's Obligations

3.01 Conditions to Buyer's Obligations. The Buyer and Seller will comply with the following obligations, and the Buyer's obligations under this Contract are subject to the Seller's satisfaction of each of the following conditions which apply to Seller (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 14 days of the execution of this Contract, Buyer, at Buyer's expense, will obtain from the Title Company a preliminary title commitment ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property if requested.

(A) Buyer will give Seller written notice at least 30 days prior to Closing if the condition of title as set forth in the Title Report is or is not reasonably satisfactory and failure to give such notice shall mean the Title Report is satisfactory.

(B) In the event that Buyer states that the condition is not reasonably satisfactory, Seller will promptly undertake to assist Buyer to eliminate or modify all unacceptable matters, at no expense to Seller, and to the reasonable satisfaction of Buyer. In the event the Seller is unable to do so prior to Closing, this Contract may be terminated in writing by Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

3.03 Survey. Buyer, at Buyer's expense, may obtain a current plat or survey of the Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the Closing Date.

3.05 Due Diligence. Buyer represents and warrants that it has been provided the opportunity to conduct due diligence on the Property during the Feasibility Period described in Section 8.13 below, and is purchasing the Property "as is." Except for the representations expressly made in this Agreement, the Seller has made no representations or warranties regarding the Property.



4. Representations and Warranties of Seller

Seller represents and warrants to Buyer, as of the Closing Date, as follows:

4.01 There are, to the best of Seller's knowledge, no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 Intentionally omitted.

4.03 Seller, to the best of Seller's knowledge, has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.04 Seller is not aware of any material physical defects to the Property.

4.05 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.06 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5. Closing

5.01 Date and Location. The Closing shall be held at the Georgetown office of the Capital Title Company ("Title Company") on or before fifteen (15) days following the earlier of (1) the expiration of the Feasibility Period; or (2) the date that Buyer makes the good faith determination that the Property is suitable for Buyer's purposes and intends to proceed to Closing of this transaction, or at such time, date, and place as Seller and Buyer 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 (which date is herein referred to as the "Closing Date").

5.02 Sellers Responsibilities at Closing. At the closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Deed (the "Deed") conveying good and indefeasible title to the City of Round Rock in fee simple to all of the such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract;
- (ii) Any exceptions approved by Buyer in writing; and
- (iii) Any exceptions contained in public records.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:



- (i) The boundary and survey exceptions will be deleted if a new survey is prepared at Buyers election pursuant to Section 3.03;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record"; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable".

The form of the Deed shall be as shown in Exhibit "B" attached hereto and incorporated herein.

(C) Deliver to Buyer possession of the Property, subject to the Leaseback Agreement.

5.03 Buyer's Responsibilities at Closing. At the closing Buyer will pay Seller the Sales Price, and enter into and deliver the executed Leaseback Agreement.

5.04 Prorations. General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, rents, insurance, and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the Closing. If the Closing occurs before the tax rate has been fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller, if any.

5.05 Apportionment of Costs. All costs and expenses of Closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.
- (E) Attorney's fees of the parties paid by each party respectively.

6. Breach by Seller

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:



(A) Enforce specific performance of this Contract; or

(B) Terminate this Contract and request that the Escrow Deposit will be returned by the Title Company to Buyer.

7. Breach by Buyer

7.01 Seller's Rights in the Event of Breach by Buyer. In the event Buyer should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Buyer 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.

8. Miscellaneous Provisions

8.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

8.02 Notice. 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 Buyer, as the case may be, at the address set forth in the signature block below.

8.03 Texas Law to Apply. 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.

8.04 Parties Bound. 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.

8.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 Prior Contracts Superseded. 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 of this Contract.

8.07 Time of Essence. Time is of the essence in this Contract.

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

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

8.10 Effective Date. This Contract shall be effective as of the date it has been executed by both Seller and Buyer.

8.11 Counterparts. 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.

8.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.


8.13. Feasibility Period. This Contract is expressly contingent upon the Buyer, in its sole discretion, determining that the Property is adequate for and adaptable to its proposed future right of way use, or any other uses of Buyer, or any other determination of suitability of the Property, including but not limited to environmental review, investigation and conditions. If the Buyer determines, at any time on or before the expiration of sixty (60) days after the Effective Date of this contract (the "Feasibility Period"), that said Property is in any way unsuitable for Buyer's purposes, and Buyer provides written notice of this determination to Seller by first class mail, this Contract shall be void. If Buyer elects to void the Contract during the Feasibility Period and the Contract does not Close, then the Seller shall be allowed to receive the Escrow Deposit as a liquidated payment amount for the termination. During the Feasibility Period the Buyer, its agents or consultants, shall be allowed to access the property at a mutually agreeable date(s) and time(s) in order to carry out any non-destructive inspections or testing desired by Buyer, including, but not limited to, any environmental or hazardous materials testing of any kind. Through the end of the Feasibility Period, the Buyer will keep the Seller apprised of negotiations with the adjoining landowner.

The parties are signing this Contract on the dates indicated.



SELLER:

DATAMAX CONSULTING CORP,
a Texas corporation

By: 

Printed Name: R. Lee Pennington

Its: CEO

Date: 7/7/2016

Address: 2000 Oakmont Dr.

Round Rock Tx 78665

BUYER:

**CITY OF ROUND ROCK,
A TEXAS HOME-RULE MUNICIPAL CORPORATION**

By: _____
Alan McGraw, Mayor

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

Date: _____

Attest:

For City, Approved as to Form:

Sara White, City Clerk

Stephan L. Sheets, City Attorney

EXHIBIT "A"

LEASEBACK AGREEMENT

2800 Oakmont Drive

Basic Terms

Effective Date: _____, 2016

Landlord: CITY OF ROUND ROCK, TEXAS

Landlord's Address: Attn: City Manager
221 E. Main Street
Round Rock, Texas 78664

Tenant: DATAMAX CONSULTING CORP.

Tenant's Address: _____

Premises: 2800 Oakmont Drive, Round Rock Texas as further described below,
being all of the same property purchased on this date by Landlord from
Tenant:

a. Land. LOT 2, BLOCK "A", OF OAKMONT CENTRE, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS; AND BEING FURTHER DESCRIBED IN THAT CERTAIN DEED TO DATAMAX CONSULTING CORP., RECORDED IN DOCUMENT NO. 2009076330 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS (the "Land");

b. Buildings. All improvements and fixtures owned by Landlord and located on the Land (the "Building") that are considered part of the real property, and specifically excluding any personal property of Landlord or any tenant located on the Land;

c. Other Property.

(i) The interest of the lessor or landlord under all leases, tenancies, rental, use, occupancy, and concession agreements covering space on the Land (hereinafter called the "Leases");

(ii) All of Landlord's interest in the following to the extent they

relate to the ownership, use, leasing, maintenance, service, or operation of the Land or Buildings and are assignable without the consent of or payment to any other party: (i) contracts or agreements such as maintenance, service, or utility contracts, (ii) warranties, guaranties, indemnities and claims, (iii) development rights, utility capacity, governmental approvals, licenses and permits, and (iv) plans, drawings, specifications, surveys, engineering reports and environmental reports; and

(iii) All and singular the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right of the Landlord, if any, in and to adjacent streets, alleys, easements, rights-of-way and rights of ingress and egress thereto.

Term: Eighteen (18) months from the Effective Date, subject to early termination as provided herein.

Termination Date: Eighteen (18) months from the Effective Date, or such earlier date as determined by the early termination provisions provided herein.

Rent: One and No/100 Dollars (\$1.00) per year, payable at the Effective Date.

Security Deposit: N/A

Permitted Use: Any lawful use.

Definitions

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means Landlord and its agents, contractors (other than Tenant), employees, invitees, licensees, or visitors.

“Tenant” means Tenant and its agents, contractors (other than Landlord), employees, invitees, licensees, or visitors.

“Subtenant” means (a) any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises as of the Effective Date under any of the Leases and (b) subject to Paragraph 18, any tenant, licensee or other occupant or party entitled to use all or any portion of the Premises after the Effective Date pursuant to a sublease or other agreement entered into with Tenant.

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date, subject to the early termination provisions provided herein.
2. Accept the Premises in their present condition “AS IS”.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises; provided, that in no event will Tenant be required to make any alterations or additions to the Premises in order to bring the Premises into compliance with applicable law.
4. Pay or cause to be paid the normal and customary costs of any maintenance, utilities, or other operating or use expenses related to or required for the Premises during the Term.
5. Maintain during the Term reasonable commercial insurance coverage for lessees. The Landlord is responsible for its own insurance on the Building and Premises. In the event of any casualty loss the Landlord shall have neither the responsibility nor the obligation to reconstruct any of the Building or other improvements on the Premises.
6. Vacate the Premises on the last day of the Term or as otherwise required herein.
7. Subject to the terms of this Leaseback Agreement, pay all ad valorem property taxes assessed against the Land, Building and other portions of the Premises during the Term. The Tenant’s obligation to pay property taxes on the Land, Building, and other portions of the Premises is capped at a cumulative appraised value on the Land, Building, and other portions of the Premises \$1,551,000.00. The Landlord is responsible for any property taxes to the extent such taxes are based on an appraised value in excess of \$1,551,000.00.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a public nuisance.
3. Allow a lien to be placed on the Premises that will not be released or extinguished as of the end of the Term.
4. Sublease any portion of the Land or Buildings or assign this Lease without the Landlord’s consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date, subject to the early termination provisions as provided herein.

D. Landlord agrees not to—

1. Interfere with Tenant's quiet and peaceful enjoyment and possession of the Premises as long as Tenant is not in default beyond applicable grace or cure periods.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any additions or improvements now or hereafter located on the Premises will become the property of Landlord at the end of the Term unless removed by Tenant prior to the Termination Date. Tenant shall be entitled, but not required, to remove any additions or improvements, other than the Building, now or hereafter located on the Premises prior to the termination date. Tenant shall repair any alterations or restore the Premises to the condition existing at the Effective Date. Upon termination of this Leaseback Agreement, the Premises shall be surrendered to Landlord.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

3. *Casualty/Total or Partial Destruction.* Other than as allowed under the Early Termination Option in Paragraph 19 below, neither party shall be entitled to terminate this Leaseback Agreement or abate rent as a result of fire or any other casualty nor shall either party have any duty or obligation to rebuild or restore any damaged improvements. Each party shall be entitled to receive and retain all proceeds of insurance for which they have paid in connection with any casualty damage occurring during the Term.

4. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Leaseback Agreement within thirty days after written notice; provided, that if such default cannot reasonably be cured within such thirty day period but Landlord commences and thereafter diligently attempts to cure such default during and after such thirty day period, then Landlord shall be entitled to such reasonable additional period of time as is necessary to cure such default.

5. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and/or injunctive relief.

6. *Default by Tenant/Events.* Defaults by Tenant are failing to comply within thirty days after written notice with any provision of this Leaseback Agreement; provided, that if such default cannot reasonably be cured within such thirty day period but Tenant commences and thereafter diligently attempts to cure such default during and after such thirty day period, then

Tenant shall be entitled to such reasonable additional period of time as is necessary to cure such default.

7. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to terminate this Leaseback Agreement by written notice and/or sue for damages.

8. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Leaseback Agreement does not preclude pursuit of other remedies in this Leaseback Agreement or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

9. *Holdover.* If Tenant does not vacate the Premises following termination of this Leaseback Agreement, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

10. *Attorney's Fees.* If either party retains an attorney to enforce this Leaseback Agreement, the party prevailing in litigation is entitled to recover reasonable outside attorney's fees and other fees and court and other costs.

11. *Venue.* Exclusive venue is in the county in which the Premises are located.

12. *Entire Agreement.* This Leaseback Agreement is the entire agreement of the parties related to the lease of the Building and Premises, and there are no oral representations, warranties, agreements, or promises pertaining to this Leaseback Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Leaseback Agreement.

13. *Amendment of Lease.* This Leaseback Agreement may be amended only by an instrument in writing signed by Landlord and Tenant.

14. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASEBACK AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASEBACK AGREEMENT.

15. *Notices.* Any notice required or permitted under this Leaseback Agreement must be in writing. Any notice required by this Leaseback Agreement will be deemed to be delivered (whether actually received or not) five days after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Leaseback Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

A copy of any notice given to Tenant shall be given at the same time and in the same manner as the notice to Tenant to:

Datamax Consulting Corp.

Attn: _____

A copy of any notice given to Landlord shall be given at the same time and in the same manner as the notice to Landlord to:

Sheets & Crossfield, P.C.

Attn: Stephan Sheets

309 East Main Street

Round Rock, Texas 78664

512/255-8877

Steve@scrllaw.com

16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

17. *Leaseback; Assignment of Leases and Other Property.* This Leaseback Agreement is executed simultaneously with the sale of the Premises by Tenant to Landlord and is intended to be a leaseback of the entire property and all rights, benefits and privileges thereof sold to Landlord by Tenant. In addition to leasing Tenant all of the Premises for the term, Landlord hereby assigns, transfers and conveys to Tenant all of Landlord's right, title and interest in the Leases and the other personal property described in the description of Premises herein. Tenant assumes the obligation for the performance of any and all of the obligations of Landlord under the Leases and such other personal property. Landlord shall not be entitled to receive any portion of the amounts payable under any Lease.

18. *Sublease; Assignment.* Tenant may not assign, sublet or agree to occupancy of the Property during the Term by any other person or entity in whole or in part without Landlord's consent.

19. *Early Termination Option.* Tenant may terminate this Leaseback Agreement unilaterally at any time by delivering thirty (30) days prior written notice of such early termination to Landlord as described herein.

20. *Indemnification.*

(A) TENANT WILL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING OUTSIDE ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) TO THE EXTENT RELATED TO THE NEGLIGENCE OR MISCONDUCT OF THE TENANT WITH RESPECT TO THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM.**

(B) TO THE EXTENT ALLOWED BY LAW, LANDLORD WILL INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING OUTSIDE ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) TO THE EXTENT RELATED TO THE NEGLIGENCE OR MISCONDUCT OF THE LANDLORD WITH RESPECT TO THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF LANDLORD'S INSURANCE, IF ANY, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS UNLESS OTHERWISE LIMITED OR PROHIBITED BY LAW, (c) WILL SURVIVE THE END OF THE TERM.**

TENANT:

DATAMAX CONSULTING CORP.

By:_____

Its:_____

LANDLORD:

CITY OF ROUND ROCK, TEXAS

By:_____

Its:_____

EXHIBIT "B"

DEED

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DATAMAX CONSULTING CORP., a Texas corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon (the "Property"), being more particularly described as follows:

LOT 2, BLOCK "A", OF OAKMONT CENTRE, SECTION TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 174, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS; AND BEING FURTHER DESCRIBED IN THAT CERTAIN DEED TO DATAMAX CONSULTING CORP., RECORDED IN DOCUMENT NO. 2009076330 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

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.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

GRANTOR:

DATAMAX CONSULTING CORP.,
a Texas corporation

By:_____

Printed Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: