



RESOLUTION NO. 20120124-12

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO AUTHORIZE A TENANCY AT WILL AGREEMENT WITH W.W. WILLIAMS

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, W.W. Williams has existing leases with TexAmericas Center and desires to lease additional storage space for a short term in order to fulfill contract requirements with Red River Army Depot; and

WHEREAS, the powers and authorities of TexAmericas Center are specifically directed toward advancing the economic development objectives of the State and region; and

WHEREAS, W. W. Williams has met all requirements under the existing lease agreement and is requesting this short term lease to assist them in their obligations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO is hereby authorized to execute the attached Addendum No. 2 to Lease Agreement with W. W. Williams.

PASSED and APPROVED this 24th day of January, 2012.



Denis Washington, Chairman of the Board

ATTEST: 

Wayne Cranfill, Secretary-Treasurer

Attached: Lease addendum

**ADDENDUM NO. 2
TO
LEASE AGREEMENT
(BUILDING 133)**

Landlord, TexAmericas Center, and Tenant, W.W. Williams Logistics, do hereby agree to amend that certain Lease (Building 133) by and between Landlord and Tenant dated April 30, 2009, as extended by the Addendum No. 1 dated June 1, 2011, as follows:

1. Landlord agrees to lease to Tenant two buildings located in Area D of TexAmericas Center East Campus identified as Buildings No. 1 upon the terms as stated in this Addendum No. 2.
2. The Lease shall be a tenancy at will and Landlord may terminate the tenancy at any time without notice.
3. Tenant shall pay rent to Landlord at the rate of **\$181.00** per day. Rent shall be paid on the **10th** day of each month commencing on the **10th day of February, 2012**. If rent is paid in advance, and the Lease is terminated by Landlord, rent due and payable for any period after the termination date shall be refunded to Tenant.
4. Landlord may terminate the tenancy at will without terminating the Lease for Building 133.
5. The terms and conditions of the Lease shall apply to the tenancy at will of the Buildings described in this Addendum No. 2 except for the term of the tenancy and the rental to be paid. Any terms of the Lease providing for the extension of the Lease term shall not apply to the Buildings and the tenancy as described in this Addendum No. 2.
6. The tenancy at will is executed by the parties in anticipation of the negotiation and execution of a longer term lease for the Buildings described in this Addendum No. 2. Accordingly, the tenancy at will shall not extend for more than 45 days from the date of this Addendum No. 2. Upon execution of a longer term lease by the parties, this Addendum No. 2 shall terminate.

EXECUTED this 24th day of January, 2012.

LANDLORD:

TEXAMERICAS CENTER

By: 
William V. Cork, Executive Director/CEO

TENANT:

W.W. WILLIAMS LOGISTICS

By: _____
Name: _____
Title: _____