



RESOLUTION NO. 20150127-04

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN AMENDMENT TO THE COMMERCIAL TRUCK GATE LEASE TO UNITED STATES OF AMERICA

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, U.S. Corp of Engineers contacted TexAmericas Center to seek a lease amendment to the Commercial Truck Gate lease which provides space on Texas Ave., New Boston, TX 75570 to include building 290 and 7.5 adjoining acres; and

WHEREAS, TexAmericas Center Board of Directors approved Resolution Number 20120828-06 at the August 28, 2012 regular meeting of the Board of Directors and authorized the Executive Director/CEO to execute a lease agreement for the Commercial Truck Gate property; and

WHEREAS, the parties have come to the attached terms of agreement for said amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached amendment; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of U.S. Corps of Engineers to negotiate this amendment as well as to continue its business operations, provide jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 27th day of January, 2015.



Gabe Tarr, Vice Chairman of the Board

ATTEST:



Boyd Sartin, Secretary/Treasurer

Attached: Lease Agreement

SUPPLEMENTAL AGREEMENT NO. 1
to
LEASE NO. DACA63-5-12-0572
TexAmericas Center
107 Chapel Lane, New Boston, Texas 75570

TAX ID #: 752804233

DUNS #: 826750916

THIS AGREEMENT, made and entered into this date by and between **TexAmericas Center, formerly known as the Red River Redevelopment Authority**, whose address is **107 Chapel Lane, New Boston, Texas 75570**, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government; which parties have previously entered into a Lease, such Lease being referred to as Lease No DACA63-5-12-0572 (the "Lease").

WHEREAS, the parties hereto desire to amend the above Lease by adding 7 acres of land and one 1,920 square feet warehouse.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective ~~this~~ date, as follows:

15 February 2015 - *Jan*

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2/24/15

1. Paragraph 2 is hereby deleted in its entirety and replaced as follows:

"2. **PROPERTY:** A parcel of land (approximately 11.6 acres in area) to include a 1,920 square feet warehouse, located within the Building 200 series area of TexAmericas Commerce Park, and more particularly described as being bordered on the north by Texas Avenue, on the east by the tree line, on the south by Red River Army Depot's north boundary, and on the west by Building 245, as shown on Exhibit "A", which is attached hereto and made a part hereof, all situated in the City of Texarkana, Bowie County, State of Texas, to be used for the Lessee's purposes."

2. Paragraph 4 is hereby deleted in its entirety and replaced as follows:

"4. **RENTAL:** The Lessee shall pay the Lessor rent for the 11.6 acres of land and 1,920 square feet warehouse at the following rate: **\$20,580.00 (TWENTY THOUSAND FIVE HUNDRED EIGHTY AND NO/100 DOLLARS) per annum or \$1,715.00 (ONE THOUSAND SEVEN HUNDRED FIFTEEN AND NO/100 DOLLARS) per month**, in arrears. **Rent for a lesser period shall be prorated.** Payment of rent shall be made by electronic funds transfer and shall be payable by: **DIRECTORATE OF RESOURCE MANAGEMENT, RED RIVER ARMY DEPOT, 100 MAIN DRIVE, TEXARKANA, TX 75507-5000.**"

3. Paragraph 8 is hereby deleted in its entirety and replaced as follows:

"8. **RENEWAL OPTIONS:** The Lessee shall have the right and option to renew this lease for **THREE (3), FIVE (5)-YEAR** option periods, under the same terms, conditions,

COPY

**Supplemental Agreement No. 1
LEASE NO. DACA63-5-12-0572**

and with increased rentals as follows: 1st FIVE (5)-YEAR option period, a rental rate of \$22,638.00 per annum; 2nd FIVE (5)-YEAR option period, a rental rate of \$24,902.00 per annum; and 3rd FIVE (5)-YEAR option period, a rental rate of \$27,392.00 per annum. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this lease at least THIRTY (30) days prior to the expiration date of the current term, provided further, that the renewal of this lease is subject to adequate appropriations being made available from year-to-year for the payment of rentals. If the Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this lease at least THIRTY (30) days prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from the Lessee, at the end of the current lease term."

4. Exhibit A is hereby deleted in its entirety and replaced by Exhibit A to Supplemental Agreement # 1

5. Paragraph 19 is hereby added in its entirety as follows:

"19. REPAIRS AND MAINTENANCE: Lessee shall repair and maintain in good condition and repair the premises and the building located thereon. Lessor has no obligation to repair or maintain the building or premises. Lessee takes the building and premises in their present condition "AS IS", the premises being currently suitable for Tenant's intended use."

6. Paragraph 20 is hereby added in its entirety as follows:

"20. JOINT INSPECTION: A joint physical survey and inspection report of the demised property shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties hereto."

7. Paragraph 21 is hereby added in its entirety as follows:

"21. UTILITY SERVICES: Lessee shall pay for all utility services used by Tenant."

All other terms and conditions of the lease shall remain in force and effect.

[Space intentionally left blank]


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IN WITNESS WHEREOF, the parties hereto have subscribed their names.

LESSOR: TexAmericas Center, formerly known as the Red River Redevelopment Authority

BY:  Executive Director / CEO
(Signature and Title)

UNITED STATES OF AMERICA

BY:  **Date:** 13 Feb 15
Shane P. Demmer
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Legend

EXHIBIT
A

DACA63-5-12-0572

11.6 acres

400 ft



Google earth
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