



**RESOLUTION NO. 20171121-07**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LICENSE AGREEMENT TO USE DESIGNATED ROADWAYS ON THE TAC-WEST CAMPUS TO M2 SERVICES CORPORATION**

**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**, M2 Services Corporation contacted TexAmericas Center to seek a license agreement to use designated roadways on the TAC-West campus for purposes of storing military vehicles that need to be refurbished and testing refurbished military vehicles; and

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

**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 license agreement; and

**BE IT FURTHER RESOLVED**, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of M2 Services Corporation to negotiate this license agreement as well as to continue its business operations, preserve jobs and contribute to the tax base in Bowie County, Texas.

**PASSED AND APPROVED THIS 21<sup>st</sup> day of November, 2017.**

  
Boyd Sartin, Chairman of the Board

**ATTEST:**

  
Ben King, Secretary

Attached: License Agreement to Use Designated Roadways – TAC-West

**COPY**

**NON-EXCLUSIVE LICENSE AGREEMENT TO USE DESIGNATED ROADS**

This License Agreement is entered into by and between TexAmericas Center, a political subdivision of the State of Texas having its principal office at 107 Chapel Lane, New Boston, Bowie County, Texas 75570, hereinafter referred to as "TAC" and M2 Services Corporation, a corporation having its principal office at Allen, TX, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, TAC is the owner of property commonly known as TexAmericas Center-West Campus being a former part of Red River Army Depot located in Bowie County, Texas; and

WHEREAS, Licensee is a private company which desires to use on a non-exclusive basis certain roads of TAC in association of its performance of its business operations; and

WHEREAS, TAC and Licensee have agreed to the terms of this License Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, TAC and Licensee do hereby agree as follows:

1. License. TAC does hereby grant to Licensee a non-exclusive License to use the improved all-weather roads upon property owned by TAC upon the TexAmericas Center-West Campus (the Licensed Premises) during the term of this License Agreement which property is described as follows:

Privately owned roads of TAC as described and located upon Exhibit "A" attached hereto. Subject to the limitations and restrictions herein provided Licensee may also use the improved hard stand pads or aprons between said roads and adjacent igloos/magazines.

2. Term of License. The Term of this License is for a period of 1 year, beginning on December 1, 2017, and ending on the 30<sup>th</sup> day of November, 2018, unless terminated earlier as provided in this Agreement.

3. Purpose: Option to Extend Term. Licensee may extend the term of this agreement beyond the expiration date provided in Section 2 above on the following conditions:

A. Licensee may, if it is not in default, either on the date required for the notice or on the date such extension commences, extend the term for four additional periods of one (1) year each. The extended term will begin on the day following the expiration date of the term specified in Section 2 or the date of the expiration of an extended term, as applicable. If, at the date the original term, or any extended term, expires, Tenant is in default beyond any grace period provided in this agreement, the remaining options are void. All of the terms and covenants of this agreement apply to all extended terms.

**COPY**

B. Licensee may exercise the option to extend this License Agreement by giving TAC notice of its intention to do so not later than \_\_\_\_ months before the then current term expires. Notice of an intention to exercise an option under this agreement must, to be effective, be sent by mail, fax, or email to TAC at the address provided in this agreement.

C. The Licenses Premises may only be used (1) for the purpose of test driving motor vehicles which Licensee has repaired, modified and/or refurbished as a part of its normal business operations, and (2) for the parking and storage of such vehicles subject to the following restrictions:

- (1) The license is non-exclusive; TAC and others authorized by TAC may also use the roads;
- (2) Roads may not at any time be blocked such that other motor vehicles may not use the roads; and
- (3) In the event that TAC rents one or more igloos/magazines in Area A, or determines that TAC shall use one or more igloos/magazines, TAC may terminate this License as to the hard stand pad/apron in front of and adjacent to said igloos/magazines.

4. Consideration. Licensee will pay to TAC the monthly sum of \$7,031.26 per month commencing upon the first day of the term as consideration for the license. Said sum shall be increased by 3% each year during the extended terms of this license. Payments for any partial month shall be prorated.

5. Taxes. Licensee shall render for taxation its equipment used in Bowie County, Texas, and shall pay any and all taxes assessed against said equipment. Licensee shall hold TAC harmless and indemnify TAC against any and all claims for taxes due including but not limited to penalties, interests and attorney's fees assessed.

6. Compliance with Laws.

A. Licensee may not use, or permit using, the Licensed Premises in any manner that results in waste of the premises or constitutes a nuisance or for any illegal purpose. Licensee, at its own expense, will comply, and will cause its officers, employees, agents, subcontractors, and invitees to comply with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Licensed Premises, including but not limited to Hazardous Materials Laws and regulations.

B. Hazardous Materials Laws means any federal, state or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation the Clean Water Act, 33 USC, Section 1251, et sec, listed pursuant to Section 307 of the Clean Water Act, materials defined as Hazardous Substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, materials defined as Hazardous Waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, Petroleum, Asbestos, and Polychlorinated Biphenyls.

**COPY**

7. Insurance. Licensee must, at its own expense during the term of this agreement and any extended term, maintain insurance as follows:

A. Prior to the start of Term, Licensee shall procure and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Automobile Insurance and General Liability Insurance. The General Liability Insurance shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The General Liability Insurance shall name TAC as an additional insured for liability arising out of the actions or inactions of Licensee.

Licensee's Employer's Liability, Business Auto Liability, and General Liability Policies, will procure and maintain during the entire period of its performance under this contract the following minimum insurance:

**Worker's Compensation and Employer's Liability**

Comply with federal and state worker's comp and occupational disease statutes

**Employer's Liability (at least)**

Bodily Injury by Accident: \$1,000,000.00  
Bodily Injury by Disease: \$1,000,000.00

**Auto Liability:**

Bodily Injury (at least)  
per person \$500,000.00  
per occurrence \$1,000,000.00  
Property Damage (at least)  
per occurrence \$200,000.00

**General Liability: (at least)**

Per Occurrence: \$1,000,000.00  
Aggregate: \$2,000,000.00

B. The Employer's Liability, Auto Liability and General Liability Coverages may be arranged under a single policy for the full limits required or by the combination of the underlying policies with the balance provided by excess and/or umbrella liability policies.

C. Licensee shall maintain in effect all insurance coverage required at Licensee's sole expense with insurance companies authorized to do business in the State of Texas. If Licensee fails to obtain or maintain any insurance coverage then TAC may deny the Licensee access to Licensed Premises.

**COPY**

D. The policies of insurance required shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TexAmericas Center.

E. Licensee shall additionally obtain and maintain in force during the term and any extended term, of this Agreement, Pollution Legal Liability Insurance providing the following coverages:

- i. On-site clean up of new conditions arising out of Licensee's operations;
- ii. Third-Party claims for on-site bodily injury and/or property damage;
- iii. Pollution conditions resulting from transported cargo (third-party carrier or owned vehicle) while on TAC properties, streets, or adjacent entrances or exits; and
- iv. Punitive Damages, fines and penalties.

The policy shall provide coverages of not less than \$2,000,000.00 per loss and not less than \$4,000,000.00 in the aggregate. The deductible on the policy shall not be greater than \$25,000.00 per occurrence.

8. Hold Harmless and Indemnity. Licensee will indemnify and hold TAC harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct of Licensee's business on the Licensed Premises or its use of the Licensed Premises; from any breach by Licensee of any conditions of this License Agreement; or from any act of negligence of Licensee, its agents, contractors, subcontractors, employees, or licensees, on or about the Licensed Premises. If any action or proceeding is brought against TAC by any reason of any such claim, Licensee, on notice from TAC, will defend the action or proceeding by counsel acceptable to TAC. Licensee shall repair any and all damage caused to the Licensed Premises by Licensee, its agents, contractors, employees or other related parties.

9. Operational Limitations. Licensee shall at all times comply with the following operational limitations with regard to the Licensed Premises, to-wit:

A. Licensee shall observe the posted speed limits upon the designated roadways. In the event there is no posted limit upon the roadway, driver shall not exceed 35 mph.

B. All drivers of motor vehicles shall have a valid commercial operators license.

C. Trucks or other motor vehicles shall not exceed a weight limit of 80,000 pounds without prior notice to and written approval of TAC.

**COPI**

for which Licensee is responsible under this License, the deposit shall be refunded to Licensee at the address Licensee has given to Landlord for this specific purpose. If taxes have not been assessed and levied for the year in which this License expires or is terminated, Landlord may hold the deposit until said taxes have been determined; and, if Licensee does not pay said taxes at least 30 days before delinquency, Landlord may apply the deposit to the taxes due. Nothing in this subsection shall relieve Licensee of its obligation to pay ad valorem taxes upon the licensed premises prior to delinquency as provided elsewhere in this License.

C. **Processing Fee.** Landlord shall be, and is hereby entitled and authorized to withhold and pay to Landlord a Processing Fee of \$100.00 from the refund by Landlord of the Security and/or Ad Valorem Tax Deposits for the purpose of defraying Landlord's License administration expense, including but not limited to review of documents, tracking payment of the taxes, utilities and miscellaneous fees, coordination processing, and payment of security and Ad Valorem Tax deposits refunds and related expenses.

13. **Assignment.** Licensee may not assign or otherwise transfer this License Agreement, or any right or interest in it, without TAC's written consent.

14. **Notices and Addresses.** All notices required or permitted under this agreement shall be delivered to the respective parties at their addresses as set forth below their signatures to this agreement.

15. **Parties Bound.** This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

16. **Texas Law To Apply.** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Bowie County, Texas. Any and all litigation arising out of this agreement shall be filed and maintained in the District Court of Bowie County, Texas.

17. **Prior Agreements Superseded.** This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this agreement.

18. **Amendment.** No amendment, modification or alternation of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and executed by both of the parties.

19. **Attorney's Fees and Costs.** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this agreement, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

20. **Time of Essence.** Time is of the essence of this agreement.

**COPY**

10. **Default.** If Licensee defaults by failing to pay the consideration within ten (10) days after its due date, or remains in default under any other condition of this License Agreement for thirty (30) days after written notice from TAC, TAC may, at its option, without notice to Licensee, terminate this License Agreement and pursue such remedies as it may have under the law.

11. **Condition of Licensed Premises; Limitation of Tax Liability.**

A. Licensee has had the opportunity to inspect the Licensed Premises which are the subject matter of this License Agreement and accepts said Licensed Premises in their current condition as suitable for Licensee's use. Licensee accepts the condition of the Leased Premises in their current "AS IS-WHERE IS" condition. TAC shall have no responsibility to provide other than routine maintenance to said Licensed Premises during the term. Licensee hereby waives any and all claims it may now have, or may hereafter have, against TAC which arise out of Licensee's use of the Licensed Premises designated in this agreement.

B. At the conclusion of the term of this agreement, including any extended term, Licensee shall repair all damage to the Licensed Premises and return the Licensed Premises to TAC in the same or better condition than the condition of the Licensed Premises on the beginning date of the License as set forth in Section 2.

12. **Security and Ad Valorem Tax Deposits; Deposit Processing Fee**

A. **Security Deposit.** Upon execution of this License, Licensee shall deposit the sum of \$7,000.00 with Landlord as a deposit. Said deposit shall not accrue interest. Landlord may use the deposit to pay arrears of rent, to repair any damage or injury to the Premises, or to pay any expense or liability incurred by Landlord as a result of any default by Licensee under this License including but not limited to payment of ad valorem taxes upon the premises or the licensed interest in the premises. If Landlord uses the deposit, or any portion thereof as authorized above, Licensee shall restore the deposit to its original amount within ten (10) days after notice from Landlord. Failure to restore the deposit to its original amount within the required time shall constitute a default under the License. Within 30 days after Licensee surrenders the Premises, or completion of repairs or replacement of damaged or destroyed property, whichever is later, Landlord shall return to Licensee any remaining portion of the deposit less the Processing Fee provided in Subsection C. below, after any lawful deductions, provided Licensee has given to Landlord an address specifically for that purpose. **IT IS SPECIFICALLY PROVIDED, HOWEVER, THAT LICENSEE SHALL NOT BE ENTITLED TO ANY PORTION OF THE SECURITY DEPOSIT AS A REFUND UNLESS LICENSEE GIVES LANDLORD SIXTY (60) DAYS NOTICE OF SURRENDERING THE PREMISES.**

B. **Ad Valorem Tax Deposit.** Upon execution of this License, Licensee shall deposit the sum of \$11,000.00 with Landlord as an Ad Valorem Tax Deposit. Said deposit shall not accrue interest. Landlord may upon expiration or termination of this License use the deposit to pay the taxes actually due, or hold for payment of, estimated ad valorem taxes due or to become due upon the licensed premises and for which Licensee is responsible under the Terms of this License. Provided Licensee pays all ad valorem taxes

**COPY**

for which Licensee is responsible under this License, the deposit shall be refunded to Licensee at the address Licensee has given to Landlord for this specific purpose. If taxes have not been assessed and levied for the year in which this License expires or is terminated, Landlord may hold the deposit until said taxes have been determined; and, if Licensee does not pay said taxes at least 30 days before delinquency, Landlord may apply the deposit to the taxes due. Nothing in this subsection shall relieve Licensee of its obligation to pay ad valorem taxes upon the licensed premises prior to delinquency as provided elsewhere in this License.

C. **Processing Fee.** Landlord shall be, and is hereby entitled and authorized to withhold and pay to Landlord a Processing Fee of \$100.00 from the refund by Landlord of the Security and/or Ad Valorem Tax Deposits for the purpose of defraying Landlord's License administration expense, including but not limited to review of documents, tracking payment of the taxes, utilities and miscellaneous fees, coordination processing, and payment of security and Ad Valorem Tax deposits refunds and related expenses.

13. **Assignment.** Licensee may not assign or otherwise transfer this License Agreement, or any right or interest in it, without TAC's written consent.

14. **Notices and Addresses.** All notices required or permitted under this agreement shall be delivered to the respective parties at their addresses as set forth below their signatures to this agreement.

15. **Parties Bound.** This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

16. **Texas Law To Apply.** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Bowie County, Texas. Any and all litigation arising out of this agreement shall be filed and maintained in the District Court of Bowie County, Texas.

17. **Prior Agreements Superseded.** This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this agreement.

18. **Amendment.** No amendment, modification or alternation of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and executed by both of the parties.

19. **Attorney's Fees and Costs.** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this agreement, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

20. **Time of Essence.** Time is of the essence of this agreement.



**COPY**

21. Alternative Dispute Resolution. TAC and Licensee shall submit in good faith to mediation any and all disputes before filing suit. Each party shall pay its own counsel fees in such mediation and shall each pay one-half of the mediator's charges. The parties shall mutually agree upon the mediator, and upon failure to agree within thirty (30) days of a request by either party to mediation, shall request the County Judge of Bowie County to select a mediator whose selection shall be binding on the parties. All mediations shall take place in Bowie County, Texas.

22. LIMITATION OF WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE, IF ANY, EXPRESSLY STATED IN THIS AGREEMENT.

23. Army Imposed Restrictions. Notwithstanding any other provision of this agreement, this agreement is made subject to, and Licensee agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the TexAmericas Center-West Campus Premises from the United States of America, acting by and through the Secretary of the Army to Red River Redevelopment Authority (now TexAmericas Center) to the extent said provisions apply to the Licensed Premises. A copy of the Deed Without Warranty is available at the offices of TAC.

24. Reserved Right to Dedicate Roads. Licensor reserves the right to dedicate one or more or all of the roadways designated in this License Agreement as public roads or streets without the joinder or consent of Licensee. Upon such public dedication, or dedications, this License shall automatically terminate as to the publicly dedicated road or roads.

**COPY**

EXECUTED and EFFECTIVE as of the date of the second party to execute the same as indicated below.

**TEXAMERICAS CENTER**

By: *Scott Norton*  
Scott Norton,  
Executive Director/CEO  
107 Chapel Lane  
New Boston, Texas 75570  
Telephone: 903-223-9841  
Facsimile: 903-223-8742  
Email: [scott.norton@texamericascenter.com](mailto:scott.norton@texamericascenter.com)

Date: 12/7/17

**LICENSEE**

**M2 SERVICES CORPORATION**

By: *Michael Moreno*  
Name: Michael Moreno  
Title: President  
Address: 940A Ridgeway Dr.  
Suite 110 Allen, TX 75013  
Telephone: 214-491-1108  
Facsimile: 775-923-4653  
Email: mmorano@M2-services.com

Date: 12/4/17

COPY

**EXHIBIT A**  
**AREA A LICENSED ALL-WEATHER STREETS**  
**TEXAMERICAS CENTER WEST CAMPUS**

0 0.05 0.1 0.2 0.3 0.4 Miles



**Legend**

-  Licensed All-Weather Streets
-  TexAmericas Center West Campus
-  Red River Army Depot