



RESOLUTION NO. 20240326-05

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO NEGOTIATE AND EXECUTE A THIRD AMENDMENT TO THE REAL ESTATE CONTRACT BY AND BETWEEN TEXAMERICAS CENTER AND BRAVEN ENVIRONMENTAL-TEXARKANA I, LLC FOR THE SALE OF APPROXIMATELY 74.864 ACRES; AND ESTABLISHING AN EFFECTIVE DATE

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, TexAmericas Center and Braven Environmental-Texarkana I, LLC have entered into a Real Estate Contract for the sale/purchase of a tract containing 74.142 acres; and

WHEREAS, TexAmericas Center and Braven Environment-Texarkana I, LLC have negotiated the terms of a Third Amendment to said Real Estate Contract whereby Braven Environmental-Texarkana I, LLC is to be granted the right to enter upon the property, cut the timber and grub the surface of a tract of approximately 15 acres prior to the closing of the transaction; and

WHEREAS, the Board of Directors of TexAmericas Center finds that it is in the best interest of TexAmericas Center for the development of the TAC East Campus and to facilitate the creation of jobs available to the citizens of Bowie County, Texas, that said Third Amendment be approved and entered into with Braven Environmental -Texarkana I, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. That TexAmericas Center hereby approves the Third Amendment to the Real Estate Contract by and between TexAmericas Center and Braven Environmental-Texarkana I, LLC, in substantially the form attached hereto as Exhibit "A"; and
2. That Scott Norton, Executive Director/CEO shall be and is hereby authorized to execute the Third Amendment in substantially the form attached hereto as Exhibit "A".
3. This Resolution shall be effective upon the date of its passage.

PASSED and APPROVED this 26th day of March, 2024.

A handwritten signature in blue ink, appearing to read "Jim Roberts", is written over a horizontal line.

Jim Roberts, Chairman of the Board

ATTEST:

A handwritten signature in blue ink, appearing to read "Justin Powell", is written over a horizontal line.

Justin Powell, Secretary

ATTACHMENT: EXHIBIT "A"-THIRD AMENDMENT

**THIRD AMENDMENT TO CONTRACT
CONCERNING THAT CERTAIN TRACT
IN THE TAC EAST INDUSTRIAL PARK**

Recitals

WHEREAS, on or about January 30, 2023, TexAmericas Center as Seller, and Braven Environmental-Texarkana I, LLC as Purchaser, entered into a Real Estate Contract for the sale/purchase of a tract contemplated to be approximately 74.564 acres (the “Original Contract”); and

WHEREAS, on or about June 27, 2023, the parties amended the Original Contract by an Amendment (the “First Amendment”, together with the Original Contract, the “Contract”); and

WHEREAS, on or about the 1st day of December, 2023, the parties amended the Contract by a Second Amendment (the “Second Amendment”, together with the Original Contract and the Amendment, being the “Contract”); and

WHEREAS, the parties desire to further amend the Contract to provide for early entry upon the Property by the Purchaser for the purpose of initiating clearing and grubbing of a tract containing approximately 27 acres;

NOW, THEREFORE, Seller and Purchaser amend the Contract as follows:

1. A new section 5.05. shall be added to the Contract and shall read as follows:

5.05. Early entry upon the Property. A. At any time after the effective date of this Third Amendment, Purchaser may enter upon the Property for the purpose of clearing timber from and grubbing the surface of the Property of a tract of approximately 27 acres in the location depicted upon Exhibit “2A” attached to this document (“Clearing & Grubbing Operations”). Seller, or Seller’s affiliated entity, TAC East Holdings Company No. 1, will provide access to the Property for the purposes of entry and exit. The parties shall together meet upon the Property and visibly mark the boundaries of the area to be cleared and grubbed by Purchaser prior to the commencement of cutting timber.

B. Prior to the entry upon the Property and commencement of cutting of timber by Purchaser, Purchaser shall provide to Seller the following insurance which shall be carried and maintained in force during all operations for cutting of timber and grubbing the site prior to closing of the transaction:

1. Purchaser, at its own expense, shall provide and maintain in force a policy of commercial liability insurance with a single limit each occurrence of not less than \$1,000,000.00 and general aggregate of not less than \$2,000,000.00, automobile liability insurance in the same amounts, and a policy of worker’s compensation insurance as required by applicable law. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Seller shall be shown as an additional insured under the policy.

If Purchaser contracts with other persons or entities to perform any part of the work, said Contractors shall be required to carry the same insurance coverage.

2. Purchaser agrees to indemnify, defend and hold harmless Seller from and against all claims, liabilities, losses, damages, remediation expense, fines and penalties, and cost, including without limitation attorney's fees, engineering fees and other professional or expert fees that Seller may incur by reason of Purchaser's performing Clearing & Grubbing Operations upon the Property, as well as the performance of Clearing & Grubbing Operations of Purchaser's contractors upon the Property.

3. Purchaser agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the Property from the United States of America, acting by and through the Secretary of the Army, to Red River Redevelopment Authority (now TexAmericas Center) dated September 1, 2010, and recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas.

C. In the event that Purchaser does not close upon the purchase of the Property as provided in the Contract, the Purchaser shall complete the clearing of timber from the 27 acre tract, complete the grubbing of the surface of said tract and leave the surface in a level condition. Additionally, Purchaser shall pay to Seller the fair market value of the timber removed from the premises, which sum, the parties do hereby mutually agree to be \$2,000 per acre for a total cost of \$54,000. The provisions of this section 5.05. shall survive the termination or expiration of the Contract.

D. The terms of the Original Contract as amended by the First Amendment, Second Amendment and this Third Amendment, shall be and are hereby ratified and confirmed by the parties. In the event of any inconsistency or conflict between this Third Amendment and the Contract, the provisions of this Third Amendment shall control.

SELLER:

TEXAMERICAS CENTER

By: Scott Norton
Scott Norton (Apr 3, 2024 15:30 CDT)
Scott Norton, Executive Director/CEO

Date: April 4, 2024

PURCHASER:

**BRAVEN ENVIRONMENTAL-
TEXARKANA I, LLC**

By: James J. Simon
James J. Simon (Apr 3, 2024 16:00 CDT)
James J. Simon, President/CEO

Date: April 4, 2024