2745 BYRD ST

BEEVILLE, TX 78102-0002

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT Order Date 08/21/2024

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)	VENDOR GUARANTEES		INVOICE TO:		
P500063	conceptionence and packageo)	MERCHA THIS ORI EXCEED	NDISE DELIVERED ON DER WILL MEET OR SPECIFICATIONS IN INVITATION.	TEXAS A&M FOREST SERVICE FREDERICKSBURG OFFICE RURAL FIRE DEFENSE PO BOX 1032 FREDERICKSBURG TX 78624		
VENDOR			ALL TERMS AND			
17426562271 BEEVILLE-BEE COUNTY REDEVELOPMENT AUTHORITY BEE DEVELOPMENT AUTHORITY		CONDITIONS SET FORTH IN OUR BID INVITATION BECOME	SHIP TO:			
			A PART OF THIS ORDER.	TEXAS A&M FOREST SERVICE BEEVILLE TASK FORCE		

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

2964 BYRD STREET

BEEVILLE TX 78102

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-PMR				
1	Monthly lease payment to Beeville-Bee County Redevelopment for 1,113.6 sq ft office space. Electricity, gas, water, sanitary sewer and solid waste disposal are included. This PO covers 09/01/24-08/31/25	12	мо	1,700.000	20,400.00
				TOTAL	20,400.00
	**** NET 30 ****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	CONTRACT LEASE TERM 02/01/2024-01/31/2029 FY25 LEASE TERM: 09/01/24-08/31/25				
	PER TERMS AND CONDITIONS OF OGC 202411004, LEGAL FILE# 2019-0051480				
	VENDOR QUOTE: LEASE VENDOR REF: JAIME ARRISOLA #361-358-2023				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	11 2025 124049-00081-5860 FOPS			20,400.00	
	DOCUMENT DATE: 08/21/2024				
EC					
exas A&	M Forest Service cannot accept collect freight shipments.		L		
FOB:	DESTINATION FRT INCLUDED			Termo	
	O DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without		IN ACCORDAN	Terms: CE WITH YOUR BID, SUPPLIES/EQUIP	MENT MUST BE PLACED IN TH

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, withou giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.



THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

DEPARTMENT RECEIVING ROOM BY

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 08/21/2024

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200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500063	

VENDOR GUARANTEES MERCHANDISE DELIVERED ON TEXAS A&M FOREST SERVICE THIS ORDER WIL EXCEED THE BID

VENDOR 17426562271 BEEVILLE-BEE COUNTY REDEVELOPMENT AUTHORITY BEE DEVELOPMENT AUTHORITY 2745 BYRD ST BEEVILLE, TX 78102-0002

ADER WILL MEET OR DEPERIFICATIONS IN DINVITATION.	FREDERICKSBURG OFFICE RURAL FIRE DEFENSE PO BOX 1032 FREDERICKSBURG TX 78624		
ALL TERMS AND CONDITIONS SET FORTH IN OUR BID			
INVITATION BECOME	SHIP TO:		
A PART OF THIS ORDER.	TEXAS A&M FOREST SERVICE BEEVILLE TASK FORCE 2964 BYRD STREET		

INVOICE TO:

BEEVILLE TX 78102

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price	
	DEPT.CONTACT: PAMELA RAYMER					
	PHONE NO.: 830-997-5426					
	PCC CD: 9					
	TYPE FUND: TYPE ORDER:					
CEC						
	M Forest Service cannot accept collect freight shipments. DESTINATION FRT INCLUDED					
FOB:	DISTINCTION FRI INCLUDED			Torest		
specified su	D DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, with table reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase pplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor s permitted without prior approval of Purchasing Department.	but	IN ACCORDANCE DEPARTMENT REG	Terms: with your bid, supplies/equ ceiving room by	IPMENT MUST BE PLACED IN THE	
The State of	Texas is exempt from all Federal Excise Taxes.		THIS ORDER IS NO	OT VALID UNLESS SIGNED BY TH	E PURCHASING AGENT	
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.		_(TEXAS A&M FOREST SERVICE			

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment"), is entered into to be effective on <u>June 1</u>, 2023, hy and between the **BEE DEVELOPMENT** AUTHORITY ("BEE"), Landlord, and the **BOARD OF REGENTS OF THE TEXAS A&M** UNIVERSITY SYSTEM, an agency of the State of Texas ("A&M SYSTEM") as tenant, for the use and benefit of Texas A&M Forest Service, for the purpose of amending the Lease Agreement with a commencement date of February 1, 2020 and expiring January 31, 2024, as amended by First Amendment dated November 1, 2021 (the "Lease").

A&M SYSTEM and BEE wish to update the Leased Premises and Rent & Other Expenses sections as currently defined in Sections 10, and 11 of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, A&M SYSTEM and BEE hereby agree as follows:

with:

1.

Leased Premises. Section 10 of the Lease is hereby deleted in its entirety and replaced

Leased Premises: (a) 1,113.6 square feet of office space (Rooms 106, 107 & 108) located in Building 2841, also referred to as the "Ground Electronics Building", (b) 800 square foot pole harn situated adjacent to Building 2841, (c) an approximate 0.63 acre parking lot located across Independence Street from Building 2841 for the limited purpose of parking vehicles, and (d) the non-exclusive use of the common areas in Building 2841, including the lobbies, hallways, elevators, stairwells, telecommunication rooms, and restrooms; and

The non-exclusive use of roadways, as well as means of ingress to and egress from the Leased Premises, over and across other land and premises owned by Landlord but not exclusively included within the scope of this Lease, it being further understood and agreed that Tenant and Tenant's Related Parties shall have a coequal right with Landlord to use any such roadways and other means of ingress and egress. In this regard, Landlord reserves the sole and exclusive right to publish and promulgate all such rules and regulations as Landlord deems proper to govern the parking of vehicles and the ingress and egress of same to and from the Leased Premises by Tenant.

Attached to, and made a part of, this Lease Agreement is Exhibit A, reflecting the Leased Premises. All rights to any area not indicated on Exhibit A, but within the Bee Development Authority property, is expressly excluded from this Lease and Tenant has no rights of access, use or occupancy of the same.

 <u>Rent & Other Expenses</u>. Section 11 of the Lease is hereby deleted in its entirety and replaced with:

Page 1 of 5

Prepared by Office of General Counsel TFS-2745 Byrd St. (Beeville) Lesse Amd, 2023110014 Legal File 2019-0025148 AH 5/22/23

Rent & Other Expenses:

Rent

ONE THOUSAND FIVE HUNDRED THIRTEEN AND 60/100 DOLLARS (\$1,513.60) per month, inclusive of all utilities, payable in advance and due on the first day of each month, beginning June 1, 2023.

3. <u>Binding Effect</u>. This Second Amendment will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

 Other Terms. Except as expressly provided herein, all of the terms and conditions of the Lease and any and all other documents described in or executed in connection with the Lease will continue in full force and effect and are hereby affirmed.

5. <u>Counterparts</u>. This Second Amendment may be executed in multiple counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Prepared by Office of General Counsel TFS-2745 Byrd St. (Beeville) Leave Amd, 2023110014 Legal File 2019-0025148 AH 5/22/23 EXECUTED this 26th day of July_, 2023 by A&M SYSTEM.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of Texas A&M Forest Service

By:

A.G. DAVIS Director Texas A&M Forest Service

APPROVED AS TO FORM:

ASHLEA HEWLETT Assistant General Counsel Office of General Counsel The Texas A&M University System

[SIGNATURES CONTINUE ON NEXT PAGE]

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Prepared by Office of Genetal Counsel TFS-2745 Byrd St. (Beeville) Lease Amd, 2023110014 Lagal File 2019-0025148 AH 5/22/23

EXECUTED this the 215t day of July 2023 by BEE. BEE DEVELOPMENT AUTHORITY

By:

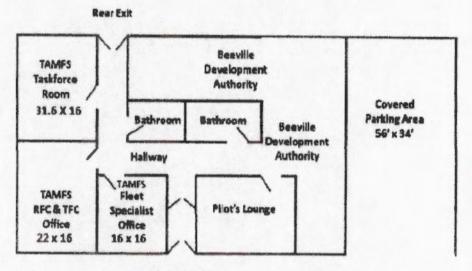
ORLANDO VASQUEZ President and Chairman of Board of Directors Bee Development Authority

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Propared by Office of General Counsel TFS-2745 Byrd St. (Beeville) Lease And, 2023110014 Legal File 2019-0025148 AH 5/22/23

Exhibit A

Texas A&M Forest Service (TAMFS) Office Floor Plan



Front Entrance

TFS Total SF: 1,113.6

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