



RESOLUTION NO. 20120221-04

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A
CONTRACT WITH MURPHY & SON TIMBER FOR CERTAIN FORESTRY
MANAGEMENT SERVICES**

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, the United States Army has identified certain environmental restoration activities upon TexAmericas Center and such activities require the removal of timber upon those certain areas; and

WHEREAS, Murphy & Son Timber has submitted a satisfactory proposal in the amount of Pine Sawtimber \$25.50/ton, Pine Pulpwood \$8.50, Hardwood Sawtimber \$30.50, and Hardwood Pulpwood \$13.07, has met all TexAmericas Center requirements to be qualified to do work for TexAmericas Center and committed to finish the project in a timely fashion; and

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 award a contract to Murphy & Son Timber for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 21st day of February, 2012



Denis Washington, Chairman of the Board

ATTEST:



Wayne Cranfill, Secretary Treasurer

Attached: Pay-As-Cut Cutting Agreement

PAY-AS-CUT CUTTING AGREEMENT

THIS AGREEMENT, made and entered into by and between, **TexAmericas Center** hereinafter referred to as **SELLER**, and **Murphy & Son Timber**, hereinafter referred to as **BUYER**

WITNESSETH

For and in consideration of the promises and other good and valuable considerations, the receipt and sufficiency whereof are mutually acknowledged, it is stipulated and agreed by and between the parties as follows:

1. **SELLER** does hereby give and grant unto **BUYER** the right to cut and remove certain timber from certain lands, all as provided herein, and to the extent necessary for the exercise of the foregoing, the rights of ingress and egress over, across and upon the hereinafter described lands of the **SELLER**.
2. **BUYER** agrees to cut, remove and pay for the timber licensed for cutting hereunder upon the terms and conditions hereinafter set forth.
3. The timber licensed for cutting under the terms of this agreement is:

Clear Cut Sale Area: All merchantable timber is to be harvested. This sale area consists of a 50 foot strip of timber running north and south through the sale area. It is delineated by pink KFS flagging on the north and south sale boundaries as indicated on the attached sale map.

Selective Sale Area: The harvest methodology is to harvest timber that is poor quality, inferior, over-mature and is a less desirable species. Pine stands will be selectively harvested to promote younger pine and establishment of new pine regeneration. Hardwood stands will be selectively harvested to remove non-mast producing species and promote natural regeneration. The intent is to improve forest health, wildlife habitat and aesthetics. **SELLER** will work with Kingwood and TexAmericas Center personnel during the thinning operation to accomplish this.

and is located lands described as:

The TexAmericas Center East Tract (formerly Lone Star Army Ammunition Plant) in Bowie County, Texas, in part of the H.H. Mitchel HRS, A-913, containing a total of 39.2 acres, more or less, Bowie County, Texas. (See attached map.)

4. All timber licensed for cutting hereunder shall be paid by **BUYER** to **SELLER** in the form of a check made payable to TexAmericas Center, and mailed to Kingwood Forestry Services, Inc., P. O. Box 5887, Texarkana, TX 75505, in the following manner:

An advanced deposit of **\$9,000.00** shall be paid to **SELLER** as described above.

13. All timber hereunder shall be cut so as to secure the greatest practicable utilization of merchantable material from each tree.
14. **SELLER** shall in no way be liable or responsible for any injury or damage done or occasioned by the action and operations of **BUYER** under this agreement and **BUYER** binds and obligates itself to pay and satisfy any claims arising on account of its operations hereunder, whether the same by injuries to its employees or other persons or damage to any type property, and **BUYER** binds and obligates itself to carry public liability insurance fully covering any liability that may accrue to **SELLER**. Satisfactory evidence that such insurance is being carried in full force and effect must be provided to **SELLER** or its agent prior to any timber harvest operations. **BUYER** shall employ in connection with its operations hereunder no persons under eighteen (18) years of age. Failure to comply with this stipulation shall give **SELLER** a right to stop further cutting until this provision is complied with.
15. The **SELLER'S** representative, Kingwood Forestry Services, Inc., reserves the right to; 1) check the operation at any time to determine whether the provisions of this agreement are being carried out; 2) halt any or all operations to ensure compliance with this agreement.

The provisions of this agreement shall insure to the benefit of, and shall be binding upon, the parties, their heirs, successors, representatives or assigns.

We the undersigned, do hereby agree to all of the terms and conditions as listed in this Cutting Agreement.

BUYER: Murphy & Son Timber


BY: Kenny Murphy

Date: 2-23-2012

SELLER: TexAmericas Center


By: William V. Cork, Executive Director/CEO

Date: 2/21/2012