



RESOLUTION NO. 20170228-05

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A CONTRACT WITH WEYERHAEUSER CO. FOR FOREST PRODUCTS UPON BUCKEYE ROAD- TAC EAST CAMPUS

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 Board of Directors adopted a Forestry Management Plan (Resolution #20130723-04); and

WHEREAS, the Forestry Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, TexAmericas Center has facilitated a competitive bidding process for the forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, **Weyerhaeuser Co.**, in a lump sum amount payable to TexAmericas Center of **\$100,395.80** and

WHEREAS, **Weyerhaeuser Co.** has submitted a satisfactory proposal in the amount of **\$100,395.80** and has met all TexAmericas Center requirements to be qualified to do work; 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 **Weyerhaeuser Co.** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 28th day of February, 2017.


Denis Washington, Chairman of the Board

ATTEST:


Melford Pierce, Secretary

Attached: Lump Sum Agreement

This instrument prepared by:

Timothy M. Woodland, Esq.
Weyerhaeuser Company
220 Occidental Ave. S.
Seattle, WA 98104

After recording return to:

Weyerhaeuser NR Company
120 Main Ave.
Dierks, Ar 71833
Attn: Jamie Ackley

TIMBER DEED

(Bowie Co TX)

KNOW ALL PERSONS BY THESE PRESENTS:

Tex Ameica Center ("Grantor"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey unto WEYERHAEUSER NR COMPANY, a Washington corporation (together with its successors and assigns, "Grantee"), all of Grantor's right, title and interest in and to the timber, trees, and forest products, whether growing, standing, laying or down of all sizes, species, and grades (collectively, the "Timber") situated on Grantor's property located in Bowie Co , Texas, and depicted and legally described on EXHIBIT B and as set forth on the map on EXHIBIT A hereto and by this reference made a part hereof (the "Land");

TO HAVE AND TO HOLD the same unto Grantee, subject to the following terms and conditions:

(1) Grantee shall have the right for a period Untill DEC 31, 2018 (the "Term") to cut and remove Timber from the Land. The Term shall be extended, if necessary, to provide Grantee additional operational days equal to the number of days that Grantee is unable to conduct normal logging operations because of any force majeure event including weather conditions, fire closures, strikes or other labor disputes, inability to obtain access, default by Grantor, or other event or condition beyond Grantee's reasonable control. Upon expiration of the Term, title to all of Timber remaining upon the Land shall automatically revert to Grantor and Grantee shall have no further rights hereunder.

(2) Grantee shall have the right of ingress and egress to and from the Land, and to and from other lands owned by Grantor which adjoin the Land, for the purpose of cutting, harvesting and removing Timber. In the event Grantee is unable to obtain the necessary right of way or easement for ingress and egress to the Land, Grantor shall acquire the necessary right-of-way at Grantor's expense from adjacent landowners. If Grantor fails to acquire the necessary

right-of way, Grantor shall reimburse Grantee in full for that portion of the purchase price attributable to the Timber which cannot be cut and removed by Grantee. The volume of Timber which cannot be harvested shall be determined by a joint cruise conducted by Grantor and Grantee.

(3) Grantee shall have the right to use, construct, widen, repair and maintain existing and new roads and logging spurs, and to construct and use loading areas, upon and across the Land as may be reasonably necessary for the cutting, harvesting and removal of Timber from the Land. All roads (both existing and constructed) and skid trails shall be maintained during logging to avoid or minimize erosion problems and all existing roads will be restored by Grantee to their present or better condition when logging is completed. In locating skid roads and trails, Grantee agrees to use all reasonable care in accordance with Best Management Practices so as to minimize damage to land and other trees which are not the subject of this deed, including the installation of water bars or turnouts, and broad based dips. Grantee further agrees to use its reasonable best efforts to keep open areas, roads, and creeks free of tops and logging debris.

(4) Grantor hereby represents, warrants and covenants with Grantee that (a) Grantor owns the Land in fee and has good and merchantable title to the Timber, (b) the Timber is free and clear of all liens and encumbrances, (c) Grantor will forever warrant and defend title to the Timber against all lawful claims and demands of all persons, (d) no other conveyance of title to the Timber is now in effect and no other party has the right, and Grantor will not grant to any other party the right, to cut, harvest or remove any Timber from the Land during the Term of this Timber Deed, and (e) all property lines of the Land will be plainly evident and free from dispute at the time cutting and removal of the Timber commences.

(5) Grantor represents and warrants that, to the best of Grantor's knowledge, there are no threatened or endangered species of fish or wildlife on any of the Land and there is no existing or proposed finding or promulgation under any local, state or federal law, rule or regulation that would prevent Grantee from cutting, harvesting or removing the Timber on the Land. If Grantee is prohibited, or restricted in any manner, from cutting, harvesting or removing the Timber by action or threat of action by any local, state or federal agency or, if Grantee or its agents, employees or contractors discover or observe a threatened or endangered species upon the Land before or after commencement of harvesting operations, which causes Grantee to refrain from or halt cutting, harvesting or removal operations in order to comply with any applicable laws, rules and regulations, then, in each such event, Grantor shall reimburse Grantee for that portion of the purchase price of the Timber attributable to the volume of Timber which cannot be cut, harvested or removed as a result of such action, threat of action, observation, or discovery. The volume of Timber which cannot be cut, harvested or removed shall be determined by joint cruise conducted by Grantor and Grantee.

(6) Grantee's activities on the Land shall be in conformity with the applicable state forestry Best Management Practices and all applicable laws and regulations.

(7) To the extent permitted by law, Grantor and Grantee agrees to indemnify and hold the other party, and its respective employees, officers, directors, affiliates, agents, successors, heirs and assigns of all of them, harmless against any and all claims, damages, fines, penalties, costs, liabilities, or losses arising out of its breach of this Timber Deed or out of its negligence,

other tortious fault, or intentional misconduct, including that of its officers, employees, contractors and agents, except to the extent that such claims are attributable to the actions of the party seeking indemnification.

(8) Any notice required to be given hereunder by any party shall be deemed to have been given if (a) personally delivered, (b) sent by certified mail, return receipt requested, or (c) sent by overnight courier to the party to whom it is intended to the address for such party set forth below:

If to Grantee:
Weyerhaeuser NR Company
120 Main Ave
Dierks, AR 71833

If to Grantor:

(9) Grantor agrees and covenants that Grantee, and its agents, employees, and assigns shall be, and are hereby excluded from liability for damage to small or unmerchantable timber that is damaged in the cutting, harvesting or removal of Timber pursuant to this Timber Deed.

(10) This Timber Deed will be governed by and construed in accordance with the laws of the State in which the Land is located, without giving effect to conflicts of laws. In the event of any dispute arising out of this Timber Deed, Grantor and Grantee submit to the exclusive jurisdiction of the state and federal courts located in the State of Texas.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Timber Deed as of the 29 day of March, 2017.

GRANTOR:


TexAmericas Center

By: Scott Norton

By: Scott Norton

GRANTEE:

WEYERHAEUSER NR COMPANY

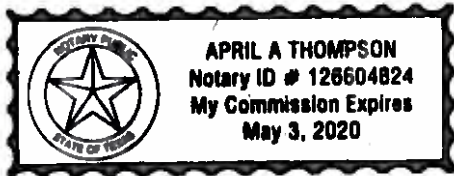
By: 
Name: Michael H Johnston
Title: Gen. Mgr

ACKNOWLEDGMENTS

STATE OF Texas)
COUNTY OF Bowie)

On this the 21st day of March, 2017, before the undersigned Notary Public, personally appeared Scott Norton, each known to me to be the persons that executed the foregoing instrument on behalf of GRANTOR, and acknowledged said instrument to be the free and voluntary act and deed of such persons, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

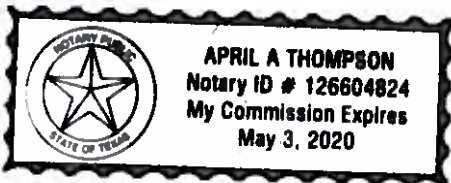


April A. Thompson
Notary Public in and for the State of Texas
My Commission Expires: 05.03.20

STATE OF Texas)
COUNTY OF Bowie)

On this the 29th day of March, 2017, before the undersigned Notary Public, personally appeared Michael Johnston, known to me to be the Forester of WEYERHAEUSER NR COMPANY, a Washington corporation, the company that executed the foregoing instrument as GRANTEE, and acknowledged said instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

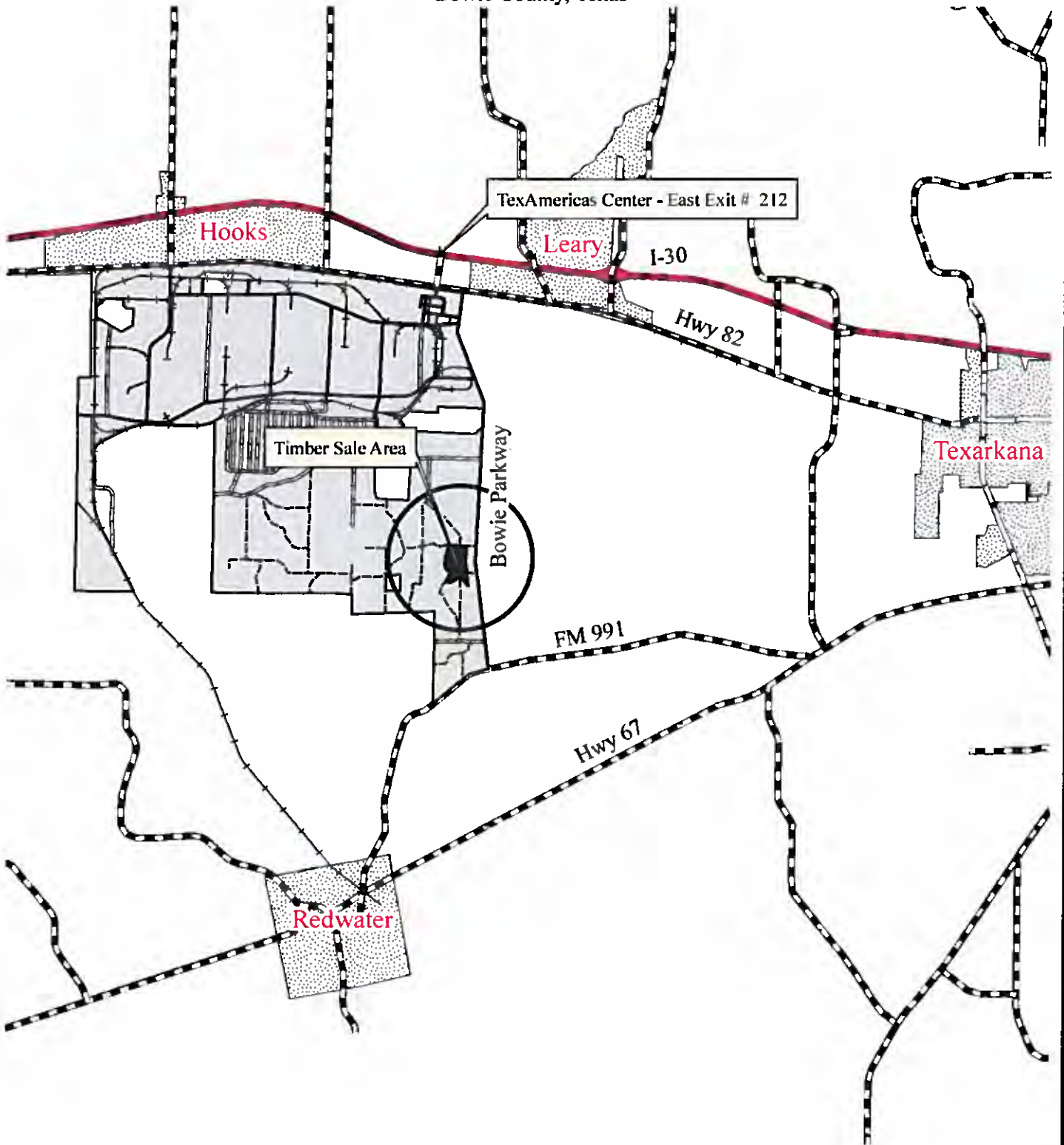
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



April A. Thompson
Notary Public in and for the State of Texas
My Commission Expires: 05.03.20

TexAmericas Center
TAC-E Tract
Buckeye Ln. Sale Map
+/- 48.0 Acres
Bowie County, Texas

Exhibit A
Page 1 of 2



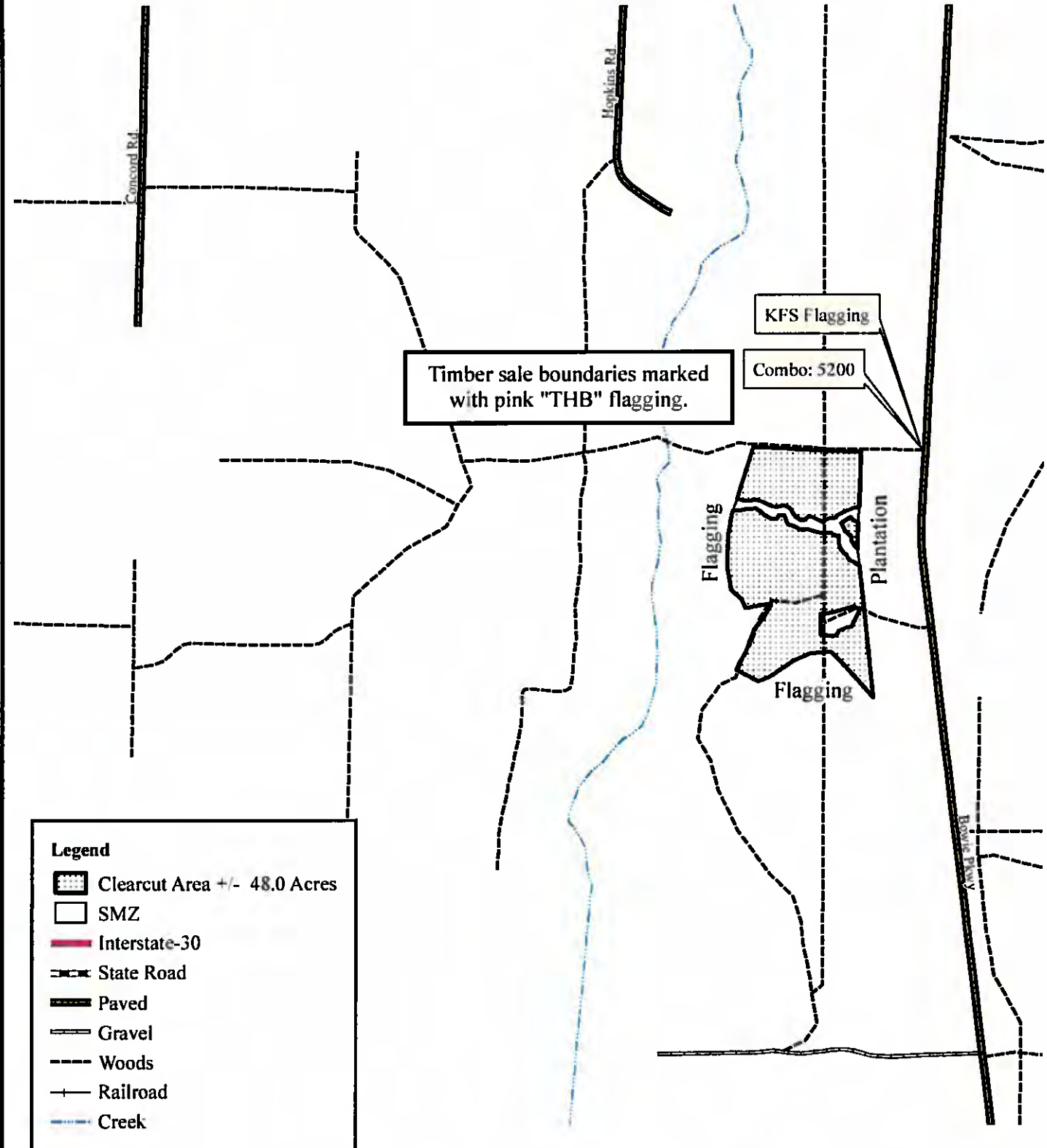
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Tiger Data
Printed: January, 2017
Printed By: PLSG

TexAmericas Center
TAC-E Tract
Buckeye Ln. Sale Map
+/- 48.0 Acres
Bowie County, Texas

Exhibit A
Page 2 of 2



Legend

- Clearcut Area +/- 48.0 Acres
- SMZ
- Interstate-30
- State Road
- Paved
- Gravel
- Woods
- Railroad
- Creek



Tiger Data
Printed: January, 2017
Printed By: PLSG

EXHIBIT B

Legal Description

Re: A 48 acre tract being a part of a certain 4,469.453 acre tract, located in the W. F. Elliott Headright Survey, Abstract 191, the John W. Lane Headright Survey, Abstract 344, the Julia Davis Headright Survey, Abstract 168, the David Jerratt Headright Survey, Abstract 31, the Mary Burnslides Headright Survey, Abstract 49, the John A Talbot Headright Survey, Abstract 563, the William Young Headright Survey, Abstract 694, the William Ware Headright Survey, Abstract 674, the Jonas Reid Headright Survey, Abstract 511, the William H. Fore Headright Survey, Abstract 215, the Joseph Reed Headright Survey, Abstract 514, George W. Tiller Headright Survey, Abstract 569, the James Harper Headrights Survey, Abstract 269, the J.G. Dunn Headright Survey, Abstract 142, and the William H. Fore Headright Survey, Abstract 214, Bowie County, Texas