



RESOLUTION NO. 20180424-02

RESOLUTION APPROVING THE REVISED HUNTING LICENSE AGREEMENT WITH KINGWOOD FORESTRY SERVICES, INC. FOR HUNTING 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, TexAmericas Center Board of Directors has supported the hunting activities on TexAmericas Center property since 2010 and wishes to continue hunting activities on the property through a hunting lease process;

WHEREAS, Kingwood Forestry Services, Inc. has the necessary experience and expertise to provide Hunting Services to TexAmericas Center.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center the revised hunting license agreement is approved with Kingwood Forestry Services, Inc. for the services provided for as specified, per the attached agreement.

PASSED and APPROVED this 24th day of April, 2018


Boyd Sartin, Chairman of the Board

ATTEST:

Ben King, Secretary

Attached: Hunting License Agreement

HUNTING LICENSE AGREEMENT

This HUNTING LICENSE AGREEMENT, hereinafter called the "Agreement", is made and entered into this ____ day of _____, 2018, between TexAmericas Center, 107 Chapel Lane, New Boston, Texas, hereinafter called "TAC", and _____ of _____, _____ State of _____, whether one or more, hereinafter called "Licensee".

For and in consideration of the sums to be paid by Licensee to TAC and the covenants herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between TAC and Licensee as follows:

1. TAC hereby grants to Licensee certain hunting rights, subject to the terms and conditions set forth here, on the property described below and on the map attached hereto as "Exhibit A", hereinafter called the "Property", and by reference made a part hereof:

Tract Number _____

Approx. Acreage _____ (TAC makes no warranty or representation to the acreage)

Railroad tracks and corridors measured 25 feet on each side of the centerline of the tracks are excluded from the Property and may not be hunted.

2. Licensee shall pay a license fee to TAC upon execution of this Agreement in the amount of \$_____ by check payable to TAC's hunting consultant, Kingwood Forestry Services, Inc., P.O. Box 5887, Texarkana, TX 75505.

3. THE RIGHTS WHICH TAC GRANTS TO LICENSEE HERREUNDER SHALL CONSTITUTE A MERE LICENSE AND SHALL NOT BE CONSTRUED AS A SALE, TRANSFER, LEASE, PROFIT, OR OTHER DISPOSITION OF ANY INTEREST IN THE PROPERTY. LICENSEE'S EXERCISE OF ANY RIGHTS HEREUNDER IS PERMISSIVE ONLY AND IN NO SENSE ADVERSE TO THE TITLE, OWNERSHIP AND POSSESSION OF TAC. THE RIGHTS HEREIN GRANTED ARE SOLELY RESTRICTED TO HUNTING RIGHTS.

4. The term of this Agreement shall be for the period beginning on June 15, 2018, and ending on June 14, 2019, with two (2) one-year options, unless terminated earlier as provided herein. Upon expiration or cancellation of this Agreement, all rights granted hereunder shall be revoked and this Agreement shall be of no further force and effect; provide, however, the liability and obligations of Licensee hereunder shall survive the expiration or cancellation of this Agreement.

5. TAC reserves the right for itself and its contractors and agents to enter the Property at any time for any purpose. Licensee recognizes the primary right of licensor to the Property. Licensee shall not interfere with any of the rights of TAC.

6. No more than 1 hunter per 50 acres of the Tract may be hunting at the same time. Only one camp site may be maintained on the Property and TAC must approve the location of the camp site. Only one camp fire pit may be located on the camp site. No fires may be started on the Property other than in the camp site. All camp sites shall be maintained in a neat and orderly manner. Licensee shall keep the Property free of litter and debris at all times. All camp sites must be restored to the condition they were in at the commencement of the Term, including but not limited to filling and leveling of all holes and pits.

7. No permanent structures may be erected upon the Property at any time. All temporary structures including but not limited to deer stands, game feeders and other property of Licensee must be removed from the Property prior to expiration of this Agreement. Any personal property of Licensee, its members, guests, invitees, agents, contractors or employees remaining on the Property at the end of the Term of this Agreement shall be deemed abandoned and shall become the property of TAC; alternatively, TAC may require Licensee to remove such personal property and or any structures constructed during the term of this Agreement, or TAC may remove any of the foregoing at Licensee's sole cost and expense.

8. Licensee may not occupy, use, remove, destruct or otherwise alter any improvements existing on the Property at the commencement of the Term of this Agreement.

9. No motor vehicles, other than four wheel all terrain vehicles, may be driven or parked on the Property other than on the access roadways to the Property or in the area of the camp site. Licensee and persons on the Property with the consent of Licensee shall not block the access roadways to the Property. Licensee shall make all reasonable efforts to avoid rutting of the Property. Licensee agrees to compensate TAC for the expense to repair damage to roadways and rutting of the Property by Licensee and those persons on the Property with the consent of Licensee. No motorcycles, dirt bikes, or other vehicles having less than 4 wheels may be used on the Property. All motor vehicles parked on or near access roads and the camp site shall have displayed on the dash of the vehicle clearly visible through the windshield a parking permit issued by TAC's consultant, Kingwood Forestry Services, Inc.-TX. Vehicles which do not have a parking permit visibly displayed as required are subject to being towed from the premises and impounded. The vehicle owner shall be responsible for paying, or reimbursing TAC or its consultant, all fees and charges owed for towing and storage of the vehicle.

10. Hunting may only be conducted using shotguns, muzzle loading long guns, rifles, and archery. No hunting, deer stands or blinds shall be allowed or permitted on or within fifty (50) feet of the roadways on or adjoining the Property, any railroad tracks on the Property, or within fifty (50) feet of the boundaries of the Property (Tract). Hunters must use appropriate safety equipment including but not limited to orange vests or jackets. No shooting across boundaries of the Property (Tract), railroad tracks, or adjoining roads may be conducted. Hunters shall report all game kills to TAC's consultant, Kingwood Forestry Services, Inc.-TX within two (2) business days after the kill.

11. The driving of nails, spikes, screws, bolts or any other metal object into any tree on the Property for building deer stands or for any other purpose is strictly prohibited.

12. Licensee shall use the Property for hunting purposes only. Licensee shall compensate TAC for any damage to trees, roads, fences, buildings or other improvements located on the Property.

13. All local, state and federal laws, including but not limited to hunting regulations, shall be observed by Licensee, its members, guests, invitees, agents, employees and others on the Property with the consent of Licensee. If Licensee observes any illegal activity on the Property or on any other property in the vicinity of the Property, Licensee shall report such activity to TAC or its consultant Kingwood Forestry Services, Inc.-TX immediately.

14. Each and every person who intends to hunt upon the Property must prior to the initiation of the hunt execute and deliver to TAC's consultant, Kingwood Forestry Services, Inc.-TX the required HUNTER RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT.

15. None of the rights granted herein may be assigned, transferred or sublicensed by Licensee. Licensee shall not engage in any guided hunting, fee hunting, or any other commercial hunting on the Property, nor permit any other persons to do so. Any attempted or purported assignment, transfer, sublicensing or commercial use by Licensee or any of its members, guests, invitees, agents, contractors or employees shall be void, and shall at TAC's election be cause for the immediate termination of this Agreement.

16. Licensee, its members, guests, invitees, agents, and employees shall enter the Property AT THEIR OWN RISK, and shall not use the Property in any manner which might interfere with the rights of TAC, its agents, contractors and employees including the right to cut and remove any trees or stumps from the Property. Licensee acknowledges and agrees that the Property is part of a former military installation, and is subject to environmental inspection, characterization and remediation in accordance with the terms of the documents whereby the United States of America acting by and through the Department of the Army conveyed the Property to TAC, and
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it may be necessary for the Department of the Army and/or its contractors and/or TAC and/or its contractors to access the Property to conduct environmental activities upon the Property. In such event, TAC shall notify Licensee of the dates and times for such activity, and the right to hunt during such times may be limited or restricted as indicated by TAC in its notice to the Licensee. Furthermore, it may be necessary in some cases to limit hunting activities upon the Property or parts thereof during Department of the Army or TAC activities upon adjoining property which require the imposition of Blast Arcs upon the Property or parts thereof. In such event TAC shall notify Licensee of the time and location of the Blast Arcs and no hunting will be permitted during such times in said locations. In the event that a person uncovers, observes or otherwise becomes aware of military grade ammunition, projectiles, mines, grenades, or other munitions of concern, including but not limited to shell fragments and casings, the individual and the Licensee shall immediately move away from the area, mark the location of the materials upon a map or drawing of the area, and contact TAC during normal business hours at 903-223-9841, or call 911 emergency center during after hours, weekends and holidays or if TAC cannot be reached.

17. TAC reserves the right to restrict Licensee's use of the Property, including but not limited to prohibition of camp fires and open flames, if in the sole judgment of TAC weather condition present an extreme fire hazard to the timber located on the Property.

18. TAC reserves the right to impose additional restrictions on the use of the Property as may be necessary in the sole judgment of TAC to protect the Property or the game on the Property.

19. TAC has no responsibility for protecting the Property from trespass. Licensee shall have the right to post signs at all boundary lines and points of access to the property such as "Posted-No Hunting-Private Hunting Club Members Only". The club name may also be included on such signs. All such signs must be removed prior to the expiration of the Term of this Agreement.

20. IT IS UNDERSTOOD AND AGREED THAT LICENSEE ACCEPTS THE PROPERTY IN ITS PRESENT "AS IS" CONDITION. LICENSEE UNDERSTANDS THAT THERE MAY BE HIDDEN HAZARDS, INCLUDING BUT NOT LIMITED TO HOLES, FENCE WIRE, SNAKES, WELLS, SWAMPS, PONDS, HARMFUL PLANTS AND UNAUTHORIZED PERSONS ON THE PROPERTY, OR OTHER RISKS THAT MAY CAUSE INJURY OR DEATH. LICENSEE ASSUMES ALL THESE RISKS AS ITS OWN RESPONSIBILITY, AND AGREES TO HOLD TAC, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGES, LIABILITIES, PERSONAL INJURIES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES) INCURRED AS A RESULT OF ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO PROPERTY IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE ACTIVITIES OF LICENSEE, ITS MEMBERS, GUESTS, INVITEES, AGENTS OR EMPLOYEES, OR ANY OTHER PERSON ON THE PROPERTY UNDER THE AUTHORITY

OF THIS AGREEMENT. TAC IS AN AGRITOURISM ENTITY UNDER THIS LEASE AND IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES.

21. This Agreement may be terminated by TAC at any time for any breach of any term of this Agreement. Notice of Termination shall be in writing and may be hand delivered to Licensee, or any member thereof, or may be sent by mail to Licensee. Termination shall be effective immediately in the event of hand delivery, and on the third day after deposit of the notice in the mail addressed to Licensee at the address indicated below. Termination pursuant to this paragraph shall not entitle Licensee to a refund of the license fee. Termination pursuant to this paragraph shall disqualify Licensee and each member, partner or shareholder of Licensee from hunting on TAC property for the next three hunting years.

22. This Agreement may be cancelled by TAC at any time without cause upon thirty days written notice to Licensee mailed to the address indicated below. If this Agreement is cancelled pursuant to this paragraph, TAC shall refund to Licensee part of the license fee, prorated according to the number of days remaining in the term of this Agreement.

23. Licensee may terminate this Agreement at any time upon three days notice to TAC. If this Agreement is terminate by Licensee pursuant to this paragraph, no part of the license fee shall be refunded. Termination pursuant to this paragraph shall not release Licensee, its members, guests, invitees, agents or employees form the liabilities and indemnities provided in this agreement which shall survive the termination of this Agreement.

24. TAC is under no obligation to renew this Agreement, and Licensee has no priority rights or options to extend or renew this Agreement.

25. This agreement constitutes the entire agreement between TAC and Licensee with respect to the Property, rights and privileges addressed herein. All agreements, rights and privileges addressed herein which are binding upon or applicable to either TAC or Licensee shall also be binding upon and applicable to the heirs, successors and legal representatives of the parties.

26. No amendment to this Agreement shall be binding upon TAC or Licensee unless it is in writing and executed by both parties.

27. This Agreement and the rights and duties of the parties under it are governed by the laws of the State of Texas. Any litigation regarding the terms or enforcement of this Agreement shall be filed and maintained in the District Court of Bowie County, Texas.

28. Licensee shall furnish TAC and its consultant a list of its members, partners and/or shareholders and their addresses, together with their acceptance and agreement to be bound by the terms and conditions hereof on the form attached hereto as "Exhibit B" which is hereby incorporated and a part hereof.

29. The term "Licensee" as used herein means the Licensee named above together with its members, guests, invitees, agents, employees and all others on the Property with the consent of Licensee and/or its members.

30. Licensee shall provide general liability insurance in the amounts required by TAC by paying in addition to the license fee a portion of the premium upon a policy to be obtained by Kingwood Forestry Services, Inc.-TX on behalf of TAC.

Executed and effective as of the date of the later to sign of the parties.

By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Date: _____

TexAmericas Center
By: _____
Scott Norton
Executive Director/CEO
107 Chapel Lane
New Boston, TX 75570
Telephone: 903-223-9841
Date: _____

TAC's Consultant:
Kingwood Forestry Services, Inc.-TX
P.O. Box 5887
Texarkana, TX 75505
Telephone: 903-831-5200

Exhibit A - Tract Map
Exhibit B - Membership Information

EXHIBIT B

CLUB MEMBERSHIP INFORMATION

The undersigned, constituting all the members, owners, partners or shareholders of the Licensee hereby warrant and represent that we have each read the terms and conditions of the Hunting License Agreement, and we each, jointly and severally, accept said terms and agree to abide by and be bound to perform the terms as stated in said Hunting License Agreement.

1. Member's Name and Address:

Member's signature

2. Member's Name and Address:

Member's signature

3. Member's Name and Address:

Member's signature

4. Member's Name and Address:

Member's signature

5. Member's Name and Address:

Member's signature

6. Members Name and Address:

Member's signature

(Continue on additional pages if necessary to have all member information and signatures.)

