



**RESOLUTION NO. 20190122-02**

**A RESOLUTION RATIFYING THE EXECUTION OF THE PAY-AS-CUT CUTTING AGREEMENT BETWEEN MURPHY & SON TIMBER AND TEXAMERICAS CENTER UPON MAPLE AVENUE – TAC EAST CAMPUS**

**RECITALS**

**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**, Kingwood Forestry approached TexAmericas Center regarding the possibility of being able to immediately cut timber on TexAmericas Center property, in compliance with the Forestry Management Plan, due to an urgent mill needs throughout the region; and

**WHEREAS**, Kingwood Forestry facilitated the competitive bidding process for the forestry services on certain parcels of land specified in the forest management plan and produced a high bidder, **Murphy & Son Timber** in a pay-as-cut amount payable to TexAmericas Center of **Pine Saw Timber \$33.50/Ton; Pine Pulpwood \$33.50/Ton; Hardwood Pulpwood \$33.50/Ton**. All timber shall be cut, removed and paid for before September 30, 2019; and

**WHEREAS**, on January 15, 2019, TexAmericas Center entered into a Pay-As-Cut Cutting Agreement with **Murphy & Son Timber** to provide timber cutting services upon the East Campus;

**WHEREAS**, the parties have executed the Pay-As-Cut Cutting agreement in the form attached hereto as Exhibit "A";

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Board of Directors of TexAmericas Center that the Pay-As-Cut Cutting Agreement is hereby approved and the execution thereof is hereby ratified.

**PASSED and APPROVED this 22<sup>nd</sup> day of January, 2019.**

*Boyd W. Sartin*

**Boyd Sartin, Chairman of the Board**

**ATTEST:**

*Ben King*

**Ben King, Secretary**

Attached: Exhibit "A" PAC 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. Timber to be cut is described as follows:

**All merchantable timber within the designated timber sale area is to be sold.**

and is located lands as depicted on the 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:

On a weekly basis, hereinafter referred to as "period", **BUYER** shall furnish **SELLER'S** representative with copies of scale tickets and an accurate "Load Summary Report" of the number of tons delivered during the previous period.

**BUYER** shall make weekly payments to the **SELLER** for harvested timber. All timber cut, delivered and scaled under the terms and conditions of this agreement shall be paid for at the following rate:

All merchantable timber products                      \$33.50/Ton

A \$2,000.00 performance deposit shall be paid to **Kingwood Forestry Services Escrow** and will be held until this contract is completed.

It is understood that there will be a delay between the end of a cutting period and payment for that timber. **BUYER** shall pay for timber and furnish **SELLER** with copies of scale tickets and an accurate report of tons harvested within days (10) days from the end of the period. **SELLER** shall have the privilege to inspect and verify the cut so reported.

5. All timber shall be delivered and scaled using the customary measuring standards.
6. Any merchantable timber left in the woods will be scaled by Kingwood Forestry Services, Inc., and **BUYER** will pay **SELLER** the required compensation.
7. Title to all timber licensed for cutting shall remain vested in **SELLER** until the same is cut by **BUYER**, at which time the title to the aforesaid timber shall vest in **BUYER**.
8. **BUYER** shall cut, remove and pay for all timber before **September 30, 2019**.
9. **SELLER** hereby agrees to warrant and defend title to said timber against all person, together with the right to enter on said lands and the exclusive right to cut, fell and remove said timber, and with the right of ingress and egress from, to and over said lands for such purposes, and the right to construct roads and/or bridges for such purposes.
10. **SELLER** makes no warranty as to the value or quality of any timber covered hereby nor the logging conditions in connection therewith.
11. **BUYER** shall comply with recommended Best Management Practices for the state of Texas and will conduct all operations so as to avoid or minimize damage to all land and timber, trees and timber growth.
12. **BUYER** agrees to, at its own expense, repair all woods roads, gates, fences, bridges, culverts, and other improvements caused by its operations and to remove logging debris from existing woods roads and creeks.
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** and to conduct all operations in a safe and workman like manner. 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

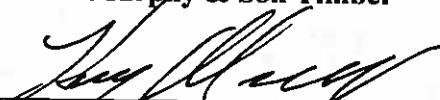
under eighteen (18) years of age. Failure to comply with this stipulation shall give SELLER a right to stop further cutting until this provision is complied with.

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.

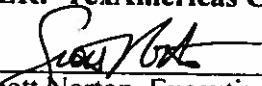
We the undersigned, do hereby agree to all of the terms and conditions as listed in this Cutting Agreement.

**BUYER: Murphy & Son Timber**

  
BY: Kenny Murphy

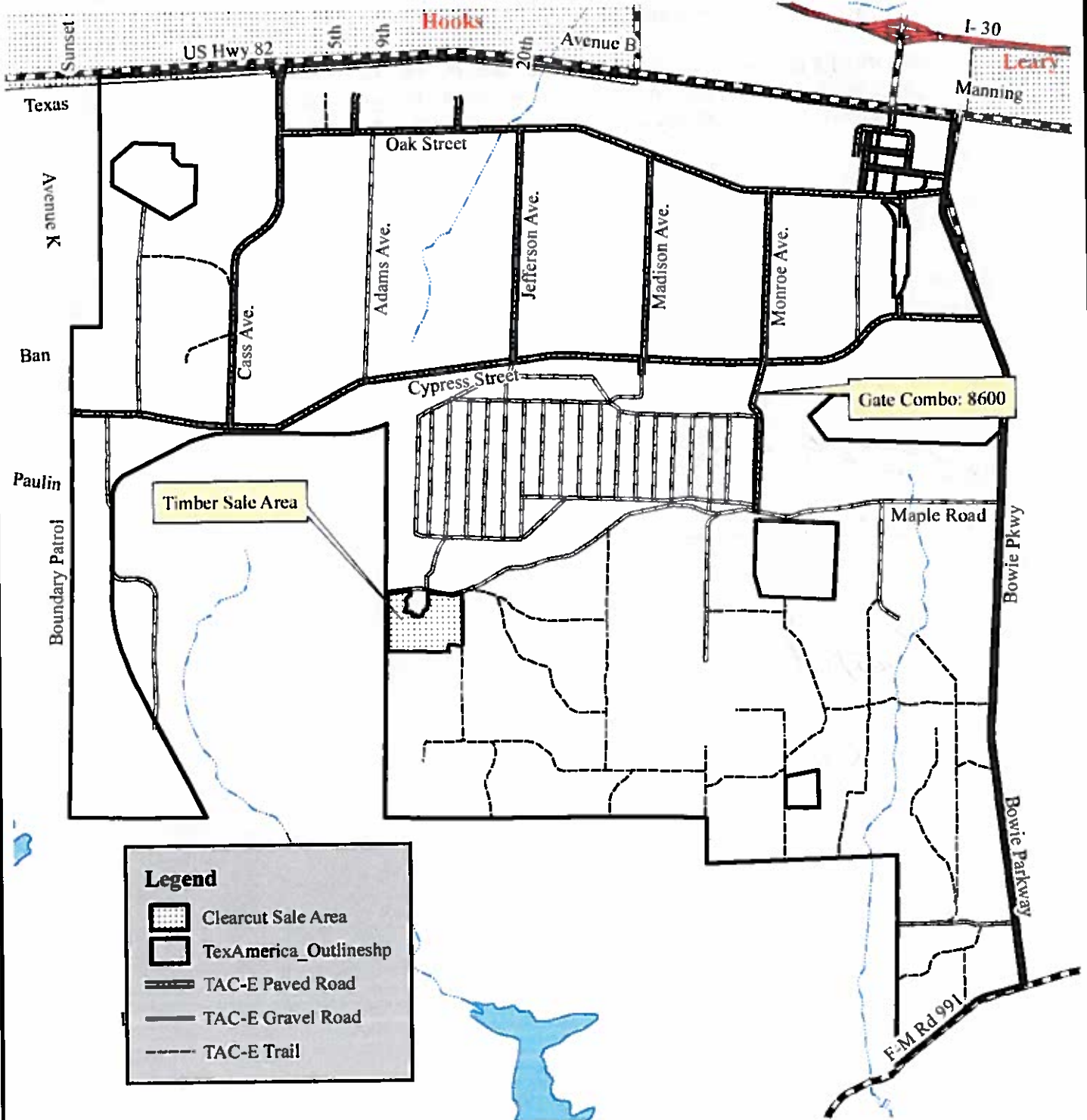
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**SELLER: TexAmericas Center**






  
By: Scott Norton, Executive Director/CEO

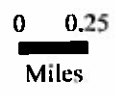
Date: 1/15/19

**TexAmericas Center  
TAC-E Tract  
Clearcut Sale Area  
Maple Ave/Stand 66  
+/- 61 Ac.  
Bowie County, Texas**



**Legend**

-  Clearcut Sale Area
-  TexAmerica\_Outlineshp
-  TAC-E Paved Road
-  TAC-E Gravel Road
-  TAC-E Trail



Printed: January, 2019  
Printed By: CBH



TexAmericas Center  
TAC-E Tract  
Clearcut Sale Area  
Maple Ave/Stand 66  
+/- 58 Ac.  
Bowie County, Texas

