



RESOLUTION NO. 20200128-04

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH MURPHY & SON TIMBER FOR FOREST PRODUCTS SALE ON LAKE ROAD TRACT 2 UPON TEXAMERICAS CENTER-EAST

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 Services negotiated a lump sum price for forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, **Murphy & Son Timber**, in a lump sum amount payable to TexAmericas Center of **\$170,712.00**; and

WHEREAS, **Murphy & Son Timber** has submitted a satisfactory proposal in the amount of **\$170,712.00** 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 **Murphy & Son Timber** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 28th day of January, 2020.


Boyd Sartin, Chairman of the Board

ATTEST:


Ben King, Secretary

Attached: Lump Sum Agreement

FOREST PRODUCTS SALE CONTRACT

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

ARTICLE 1. The **BUYER** hereby purchases from the **SELLER** and the **SELLER** hereby sells to the **BUYER**, upon the terms and conditions hereinafter stated, all the trees which have been designated by the **SELLER** or its representatives located on the following lands, to wit:

Lake Rd – Stand 2: Part of J W Lame Survey, A-345, 47.9 acres, more or less, in Bowie County, TX. (See attached map).

The designated timber sold under the terms of this contract is as follows:

All merchantable timber within the designated timber sale area is to be sold. (See attached map).

ARTICLE 2. As full and complete payment for the timber conveyed under the terms of this contract, the **BUYER** agrees to pay the **SELLER**:

\$170,712.00 upon execution of this sale contract.

\$2,000.00 performance deposit is to be paid to Kingwood Forestry Services Escrow and will be returned when all work is satisfactorily completed in conformance with this contract.

ARTICLE 3. The **BUYER** agrees to cut and remove the above described timber in accordance with the following conditions:

1. The timber felled shall be limited to the designated trees standing upon the timber sale area.
2. The **BUYER** assumes the responsibility for the suppression of all forest fires on the property caused by him and/or his agents or employees and to pay for damages resulting from such fires.
3. Logging damage must be held to a minimum. Compliance with Best Management Practices for Texas will be required.

ARTICLE 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This contract shall terminate **December 31, 2020** unless extended in writing by the **SELLER**.
2. Ownership of trees which are uncut and any forest products which are not removed from the described sale area at the date of this agreement's termination reverts to the **SELLER**.
3. The **SELLER** hereby guarantees to the **BUYER**, his successors or assigns that he will forever warrant and defend the title to said forest products and privileges here in granted against all claims at his expense.
4. **SELLER** also transfers and assigns to **BUYER** all necessary rights of ingress and egress over and across the above described property owned by **SELLER** and contiguous thereto for the purpose of cutting and removing the trees and timber herein sold and conveyed.
5. The **BUYER** and his employees and contractors shall conform to state and federal regulations and requirements of law in the removal of timber conveyed herein. The **BUYER** or his contractor shall comply with the provisions of the Workmen's Compensation Law and with the provisions of the Unemployment Compensation Law of the United States and the State of Texas.
6. Except for negligence that might be attributable to the **SELLER**, his agents, servants or employees, the **BUYER** agrees to hold the **SELLER** harmless from any injury to persons or property occurring in connection with this agreement and on the premises herein described.
7. The **BUYER** agrees to repair, at his own expense, damages to roads, gates, fences, bridges, culverts and other improvements caused by his operations and to remove logging debris from existing woods roads and creeks and to comply with all state and federal laws and regulations.
8. The **BUYER** shall notify the **SELLER'S** representative, Kingwood Forestry Services, Inc. two (2) days prior to any harvesting operations, and again when the harvest operations have been completed.
9. The **SELLER'S** representative, Kingwood Forestry Services, Inc. reserves the right of checking the operation at any time to determine whether the provisions of this agreement are being carried out.
10. **SELLER** represents that there are no threatened or endangered species of fish, wildlife, plants, or habitat therefore on any of the land subject to the best of **SELLER'S** knowledge. If any restrictions by law or governmental regulation or

if any action or threatened action from a federal, state, or local government agency prevents **BUYER** from cutting or removing timber purchased hereunder, **SELLER** hereby agrees to reimburse **BUYER** for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by **SELLER** and **BUYER**.

11. In case of dispute over the execution of the terms of this agreement, final decision shall rest with an arbitration board of three persons, one to be selected by each party of this agreement and a third to be a registered forester acceptable to the **BUYER** and the **SELLER**, whose fee shall be paid in advance with one-half paid by the **SELLER** and one-half by the **BUYER**.

IN WITNESS WHEREOF, the parties have set their hands and seals, this the 29 day of January, 2020.

BUYER: Murphy & Son Timber


By: Kenny Murphy

SELLER: TexAmericas Center


By: Scott Norton, Executive Director/CEO

STATE OF Texas)

COUNTY OF Lewis)

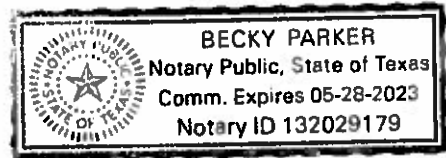
Personally appeared before me, the undersigned authority in and for said County and State, the within named **Scott Norton**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **TexAmericas Center** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the 29 day of January, 2020.

(Notary Public Stamp below)

Notary Public Signature: Becky Parker

My Commission Expires: May 28, 2023



STATE OF Texas)

COUNTY OF Bowie)

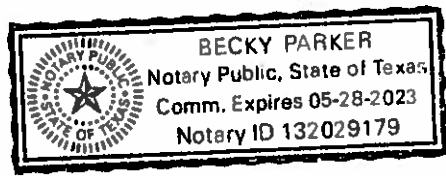
Personally, appeared before me, the undersigned authority in and for said County and State, the within named **Kenny Murphy**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **Murphy & Son Timber** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the 29 day of January, 2020.

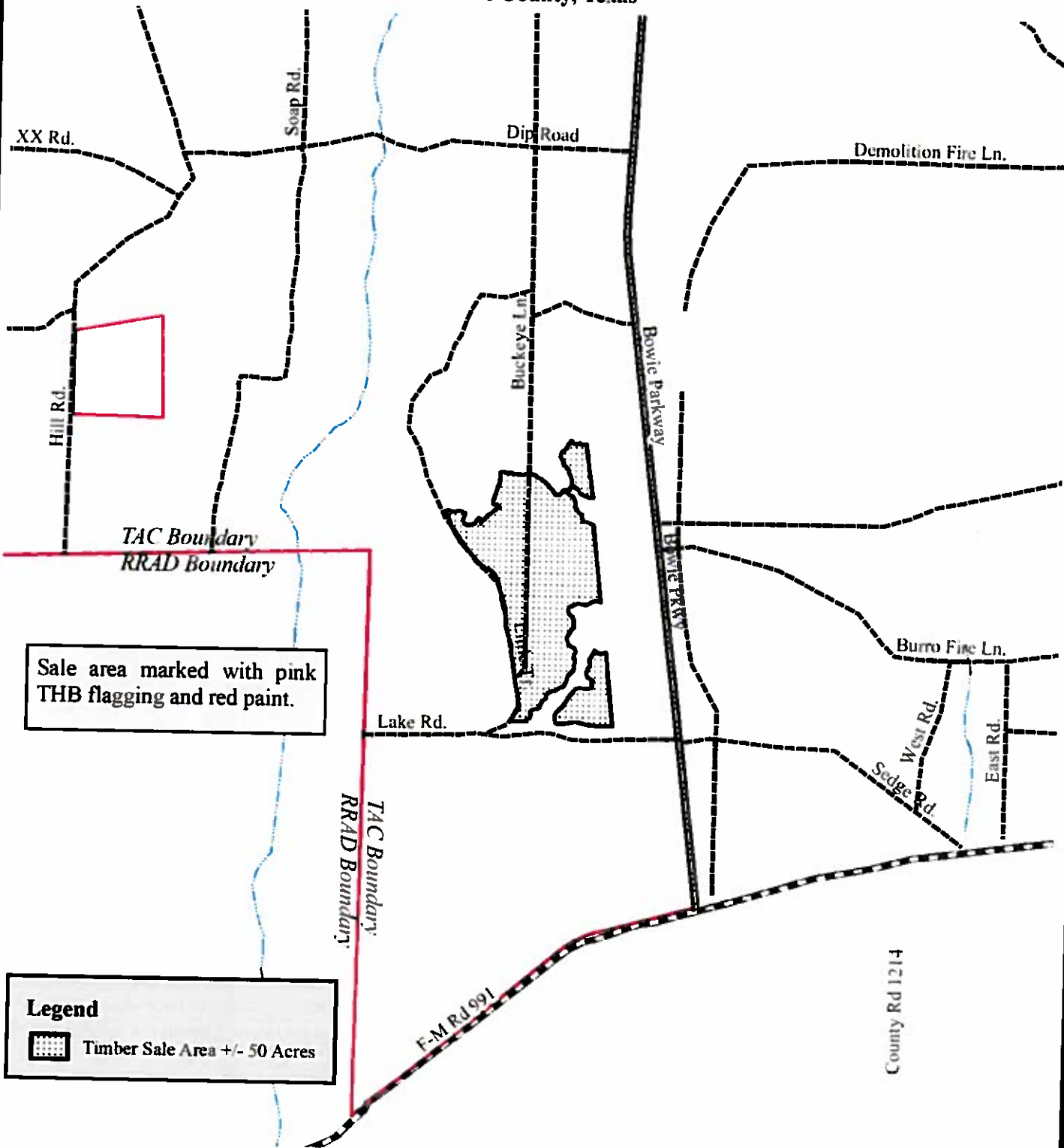
(Notary Public Stamp below)

Notary Public Signature: Becky Parker

My Commission Expires: May 28, 2023




**TexAmericas Center
Lake Rd. - Stand 2
Clearcut Timber Sale
+/- 50 Acres
Bowie County, Texas**



Sale area marked with pink THB flagging and red paint.

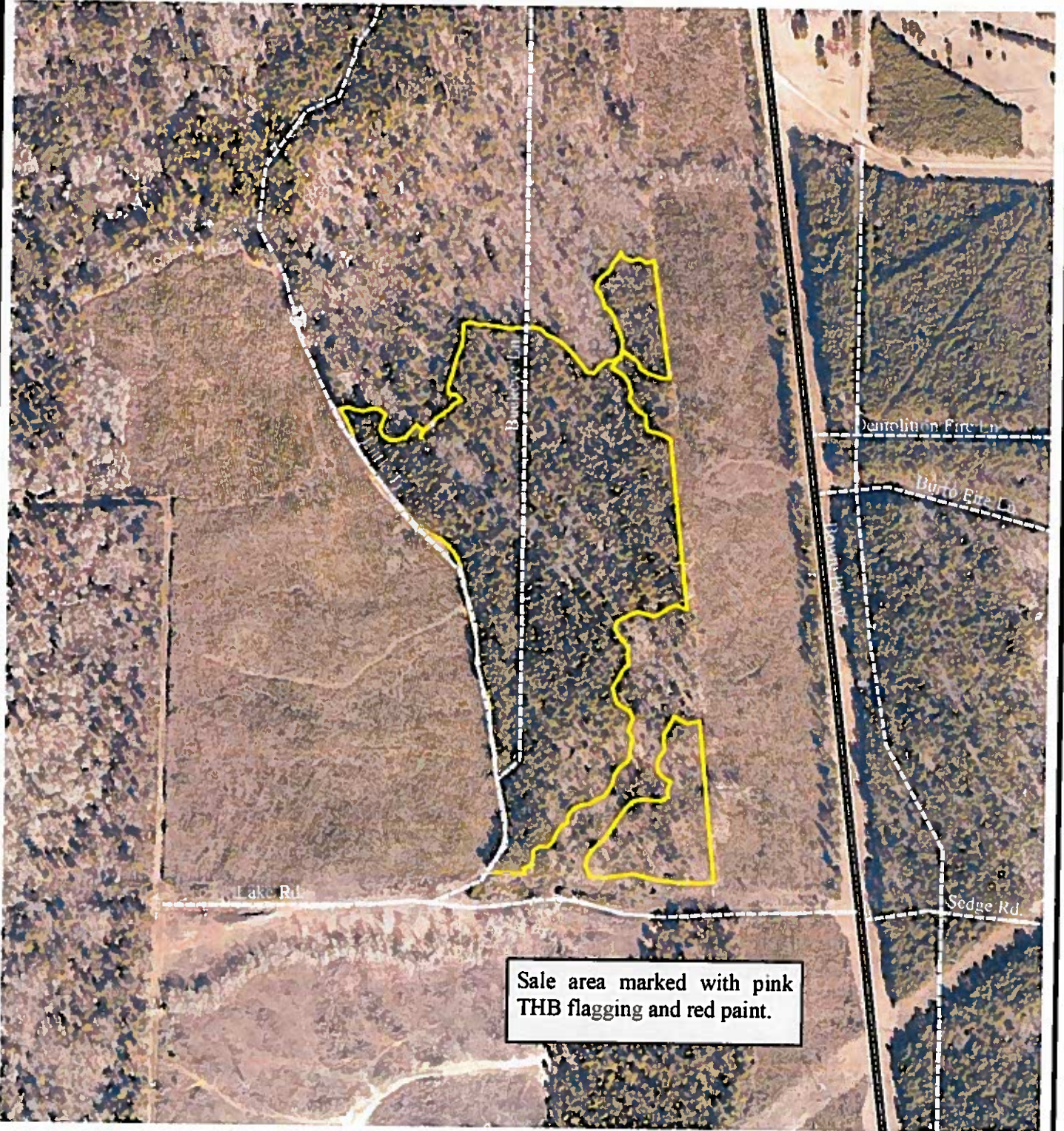
Legend

 Timber Sale Area +/- 50 Acres



Printed: January, 2020
Printed By: CBH

**TexAmericas Center
Lake Rd. - Stand 2
Clearcut Timber Sale
+/- 47.9 Acres
Bowie County, Texas**



Printed: January, 2020
Printed By: CBH