



RESOLUTION NO. 20220222-08

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH AX'EM TIMBER SERVICES, INC. FOR FOREST PRODUCTS SALE ON DIP ROAD, STAND 3 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 #20200526-05); 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, **Ax'em Timber Services** in a lump sum amount payable to TexAmericas Center of **\$264,700.00** and

WHEREAS, **Ax'em Timber Services** has submitted a satisfactory proposal in the amount of **\$264,700.00** 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 **Ax'em Timber Services** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 22nd day of February, 2022.

A handwritten signature in blue ink, appearing to be "Jim Roberts", written over a horizontal line.

Jim Roberts, Chairman of the Board

ATTEST:

A handwritten signature in blue ink, appearing to be "Justin Powell", written over a horizontal line.

Justin Powell, 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 **Ax'em Timber Services, Inc.**, 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:

Dip Road – Stand 3 Tract: 78 acres, more or less, part of W. Young, A-694, in Bowie County, Texas. (See attached maps.)

The designated timber sold under the terms of this contract is identified as FSC 100% and is certified under NC-FM/COC-006167. Timber to be cut is described 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**:

\$ 264,700.00 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 completed.

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. **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. **BUYER** agrees to harvest the timber so as to comply with the principles of the Forest Stewardship Council. **BUYER** agrees that all operations will be done in accordance with applicable laws, regulations, and state forestry best management

practices. **BUYER** and **BUYER'S** contractors and sub-contractors agree to abide by safety requirements for timber harvest operations which shall be reviewed during the pre-harvest planning meeting.

4. The **BUYER** will require all contractors operating equipment on the property to promptly contain and clean up any spills of hazardous material, including but not limited to gas, diesel, hydraulic fluid, and other petrochemicals. Contractors will have access to a spill kit or equipment to effectively contain and clean up spills on the Property.

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

1. This contract shall terminate **February 22, 2023** 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. 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.
6. 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.
7. 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.
8. 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; 2) halt any or all operations at any time if harvest operations are not being conducted in an acceptable manner in order to ensure the intent of the landowner and compliance with this agreement.

9. **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 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.

10. The **BUYER** will be required to provide the **SELLER**, prior to starting, certificate(s) of insurance that shows the following minimum requirements:
 - a. Statutory worker's compensation insurance covering all of its employees.
 - b. Vehicle liability of \$1,000,000.00 or higher if required by state and/or federal laws; and
 - c. Commercial general liability insurance and contractual liability insurance of \$1,000,000.00 combined single limit and \$2,000,000.00 general aggregate.

11. **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**.

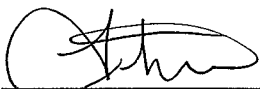
12. In case of dispute over the execution of the terms of this agreement, final decision shall rest with an arbitration board of three persons, one to be selected by each party of this agreement and a third to be a registered forester acceptable to the **BUYER** and the **SELLER**, whose fee shall be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

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

14. Counterparts: This Agreement may be executed in multiple counterparts, digitally and/or electronically, each of which shall be regarded as an original hereof but all of which together shall constitute one of the same.

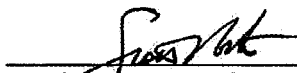
IN WITNESS WHEREOF, the parties have set their hands and seals, this the 25 day of February, A.D., 2022.

BUYER: Ax'em Timber Services, Inc



By: Taylor Watson

SELLER: TexAmericas Center



By: Scott Norton, Executive Director/CEO

STATE OF Texas)

COUNTY OF Bowie)

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 ~~judgment~~ on the day and year therein mentioned and for the purpose therein expressed.

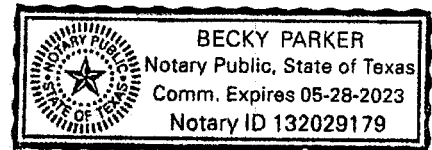
Center In

WITNESS my hand and official seal this, the 23 day of February, 2022

(Notary Public Stamp below)

Notary Public Signature: Becky Parker

My Commission Expires: May 28, 2023



STATE OF Arkansas)

COUNTY OF Hot Spring)

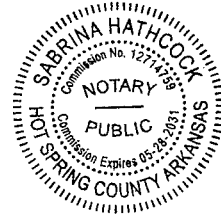
Personally appeared before me, the undersigned authority in and for said County and State, the within named **Taylor Watson**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed, and delivered the foregoing instrument as and for the act and deed of on the day and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

WITNESS my hand and official seal this, the 25 day of February, 2022.

(Notary Public Stamp below)







Notary Public Signature: Sabrina Hathcock

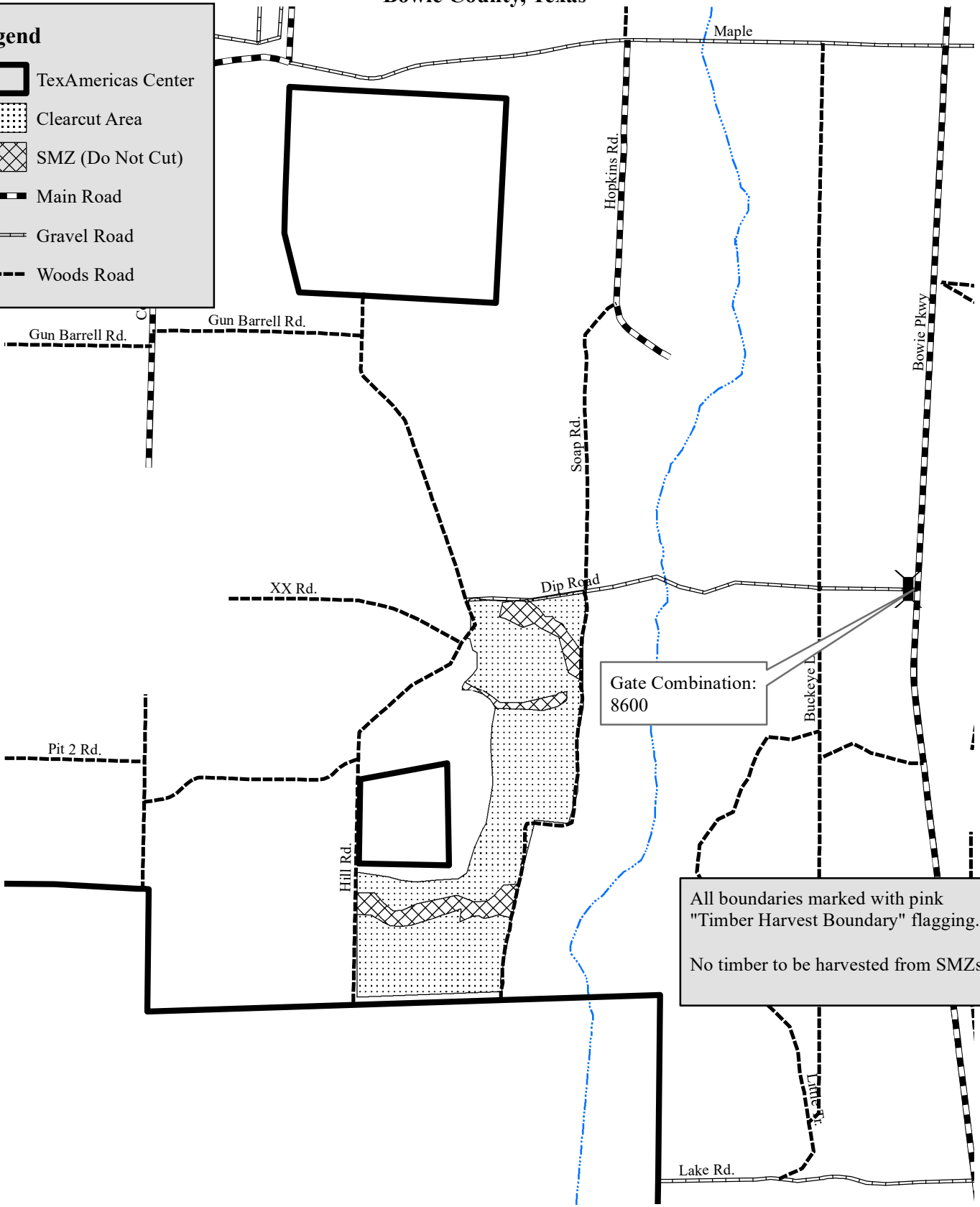
My Commission Expires: 5-28-2031



**TexAmericas Center
Dip Rd. - Stand 3
Clearcut Timber Sale
+/- 77 Acres
Bowie County, Texas**

Legend

-  TexAmericas Center
-  Clearcut Area
-  SMZ (Do Not Cut)
-  Main Road
-  Gravel Road
-  Woods Road



Gate Combination:
8600

All boundaries marked with pink
"Timber Harvest Boundary" flagging.

No timber to be harvested from SMZs.



Printed: October, 2021
Printed By: RJH