



**RESOLUTION NO. 20250325-03**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A  
CONTRACT WITH WEYERHAEUSER CO. FOR FOREST PRODUCTS UPON STAND 10  
CC - 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 #20220526-05); 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 **\$246,292.50** and

**WHEREAS**, **Weyerhaeuser Co.** has submitted a satisfactory proposal in the amount of **\$246,292.50** 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 and execute a contract in substantially the same form to **Weyerhaeuser Co.** for the services provided for as specified per attached agreement.

**PASSED and APPROVED this 25<sup>th</sup> day of March, 2025.**

A blue ink signature of Jim Roberts, consisting of a stylized 'J' and 'R' followed by a horizontal line.

**Jim Roberts, Chairman of the Board**

**ATTEST:**

A blue ink signature of Justin Powell, featuring a large, loopy 'J' and 'P' followed by a horizontal line.  
**Justin Powell, Secretary**

Attached: Lump Sum Agreement

After recording return to:

Weyerhaeuser NR Company

13051 Highway 278 W

Dierks, AR 71833

Attn: Jamie Chandler

TIMBER DEED

(Bowie Co TX)

KNOW ALL PERSONS BY THESE PRESENTS:

TexAmericas 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 until September 30, 2025 (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. The Term may not be extended past December 31, 2025, for any reason.

(2) Grantee shall have the right of ingress and egress to and from the Land, upon roads adjoining the Land, for the purpose of cutting, harvesting and removing Timber.

(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 not to damage 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.

WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE TIMBER, AND THE OTHER REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS TIMBER DEED, GRANTOR HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TIMBER THAT HAS BECOME A BASIS OF THE BARGAIN. GRANTOR DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TIMBER. THE TIMBER IS SOLD ON AN "AS IS" BASIS.

(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) Upon execution of this Agreement, Grantee shall deposit \$2,000.00 with Grantor to be held as a performance bond ("Performance Bond") in escrow by Grantor. In the event Grantee fails to comply with any of the terms of this Timber Deed and fails to correct such non-

compliance within 60 days after written notice from Grantor, Grantor may retain from the Performance Bond such amount mutually agreed by Grantor and Grantee as necessary to reimburse Grantor for its actual damages on account of such non-compliance. All amounts remaining in the Performance Bond will be returned to Grantee upon Grantee's completion of logging and compliance with its obligations under this Timber Deed.

(8) 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, 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. GRANTOR DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY EXCEPT TO THE EXTENT IT IS STATUTORIALLY WAIVED IN THE TEXAS TORT CLAIMS ACT AND TEXAS LOCAL GOVERNMENT CODE SECTION 271.152.

(9) 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:

TexAmericas Center  
Attn: Executive Director  
107 Chapel Lane  
New Boston, Texas 75570

(10) 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 located upon the Land that is damaged in the cutting, harvesting or removal of Timber pursuant to this Timber Deed.

(11) For safety precautions, Grantor agrees that before it or its representatives or agents enters any landing or log deck area of Grantee's logging operations or other areas of active harvesting operations, it must notify the on-site logging contractor and comply with Grantee's onsite safety requirements (including wearing appropriate safety equipment). Grantee must identify the on-site logging contractor representative to whom notice must be given at least 3 days prior to commencement of logging operations.

(12) Any dispute or claim between the parties arising out of or relating to this Timber Deed shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. The arbitration panel will consist of three persons each of whom shall be a registered forester and practicing forestry in the state in which the Land is located, one selected by Grantor, one selected by Grantee, and the third agreed to by both Grantor and Grantee, whose fees shall be paid one-half by Grantor and one-half by Grantee. If necessary, the Term shall be automatically extended for the number of days required to complete any such arbitration. This Section shall survive the expiration or termination of this Timber Deed. Arbitration proceedings shall be held and conducted in the County in which the Land is located. Prior to initiation of Arbitration Proceedings, the parties shall submit the dispute or claim to mediation before a qualified Mediator in the County in which the Land is located.

(13) 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 Bowie County, Texas.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Timber Deed as of the 28<sup>th</sup> day of April, 2025.

GRANTOR: TEXAMERICAS CENTER

GRANTEE: WEYERHAEUSER NR COMPANY

By: 

By: 

Name: Scott Norton

Name: Jacob Hammons

Title: Executive Director/CEO

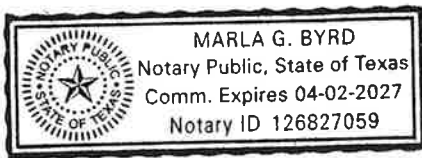
Title: Raw Material Rep.

ACKNOWLEDGMENTS

STATE OF Texas  
COUNTY OF Bowie

On this the 28<sup>th</sup> day of April, 2025, before the undersigned Notary Public, personally appeared SCOTT NORTON, known to me to be the person that executed the foregoing instrument on behalf of TEXAMERICAS CENTER as 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.

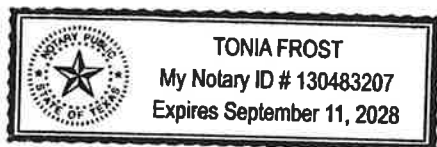


Marla G. Byrd  
Notary Public in and for the State of Texas  
My Commission Expires: 4/02/2027

STATE OF Texas  
COUNTY OF Bowie

On this the 28 day of April, 2025, before the undersigned Notary Public, personally appeared Jacob Hammons, known to me to be the GRANTEE 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.



Tonia Frost  
Notary Public in and for the State of TEXAS  
My Commission Expires: 9/11/28



TexAmericas Center  
Clearcut Timber Sale  
Stand 10  
+/- 58 Acres  
Bowie County, Texas

Sale boundaries are the road on the north and west, ROW and fence on east, and pink THB flagging on the south.

Legend

-  Timber Sale Area
-  Paved Road
-  Gravel Road
-  Woods Road
-  Gate Combination: 4414
-  Creeks

0.25

Miles



Date: February, 2025

EXHIBIT B

Legal Description

58 acres, more or less, part of J.A. Talbot, A-563 in Bowie County, Texas.



## EUDR ACKNOWLEDGEMENT

This EUDR Acknowledgment ("**Acknowledgement**") is intended for compliance with the European Union Deforestation Regulation (Regulation (EU) 2023/1115) ("**EUDR**"), which may apply to products or byproducts derived from timber harvested from Grantor's land subject to the following Contract between Grantor and Weyerhaeuser NR Company ("**Weyerhaeuser**"):

**Grantor:** TexAmericas Center

**Contract:** To Be Determined

**Contract/Source Number:** To Be Determined

Grantor certifies to Weyerhaeuser as follows:

1. **Ownership.** As of the date of this Acknowledgment, Grantor is the fee simple owner of the Land (as defined and identified in the Contract) and has not assigned, conveyed, transferred or sold its interest in the Land.
2. **No Deforestation or Forest Degradation.** Grantor represents and warrants to Weyerhaeuser that, at the time of delivery of this Acknowledgment, the Land has not been and is not intended to be subject to (a) deforestation (as defined by EUDR), meaning the Land has not been and is not intended to be converted from a forest into land for the purpose of agriculture (including for crops grown under tree cover or for rearing livestock), or (b) forest degradation (as defined by EUDR), meaning the Land has not been and is not intended to be converted from a forest predominantly composed of trees established through natural regeneration into a forest with tree species and/or composition that would have not naturally occurred on such Land.

The Acknowledgment is provided to Weyerhaeuser for compliance purposes only, and on the condition that Weyerhaeuser will not record this document in the public records of the applicable jurisdiction where the Land is located.

Except as set forth in this Acknowledgment, all other provisions of the Contract shall remain in full force and effect. The undersigned is authorized to execute this Acknowledgment on behalf of Grantor.

TexAmericas Center

By: \_\_\_\_\_



Name: Scott Norton

Title: Executive Director / CEO

Date:

## RECEIPT

The undersigned, Scott Norton, for TEXAMERICAS CENTER "Grantor" named in that certain Timber Deed (the "Timber Deed") dated as of April 28, 2025, by and between Grantor and WEYERHAEUSER NR COMPANY, a Washington corporation ("Grantee"). In consideration for the sale of Timber (58 acres, more or less, part of J.A. Talbot, A-563 in Bowie County, Texas. see attached Exhibit B same as in in Timber Deed) and other rights granted to Grantee by Grantor pursuant to the Timber Deed, Grantee has paid to Grantor, and Grantor hereby acknowledges receipt from Grantee, the sum of \$246,292.50. Grantor acknowledges and agrees that such amount constitutes payment in full and that no further or additional payments shall be due and owing from Grantee.

EXECUTED as of the 28<sup>th</sup> day of April, 2025

GRANTOR:

TEXAMERICAS CENTER



Scott Norton, Executive Director/CEO

For TexAmericas Center