

## Timber Harvesting Agreement

This Agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between

**The Mayor and Aldermen of the City of Savannah:** Landowners

And

**Gillis Ag & Timber, Inc.:** Purchaser

Gillis Ag & Timber, Inc. agrees to cut and haul all timber designated by Marsh Forestry & Appraisal Service, Inc. on areas designated with hash marks (thinning) and cross marks (clear cut) on attached sketch maps. – Exhibit B.

These trees will be hauled to mills designated by Gillis Ag & Timber, Inc. Landowner will receive a check from Gillis Ag & Timber, Inc. each week for the trees cut that week. Cutting week to be explained to landowner at time of signing agreement.

See attached Exhibit A which are conditions of this sale and included in this cutting contract agreement.

Below is the rate which this timber will be paid:

Pine pulpwood	@ \$15.50/ton
Pine tops	@ \$13.50/ton
Pine chip-n-saw (5" tops)	@ \$23.00/ton
Pine logs (8" tops)	@ \$30.25/ton
Pine logs (10" tops)	@ \$32.25/ton
Hardwood pulpwood	@ \$ 9.50/ton

Property where the above-described timber is to be cut: Chatham County, Georgia.  
Tract where timber is to be harvested is found on Chatham County Tax Assessors  
Parcel 21 047-03002.

Signatures on Page 2

Signed, Sealed and Delivered  
In the Presence of:

The Mayor and Aldermen of  
The City of Savannah

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: City Manager

\_\_\_\_\_  
Notary Public, Georgia

Signed, Sealed and Delivered  
In the Presence of:

Gillis Ag & Timber, Inc

Andrea Merkel  
Witness

Jimmy Thompson  
By: Jimmy Thompson

Christy D. McCall  
Notary Public, Georgia



Exhibit A  
Conditions of this Sale

1. Area where all pine are to be thinned as designated by Marsh Forestry & Appraisal Service, Inc. is designated on the attached sketch map by hash marks. Area with cross marks to be clear cut.
2. Boundaries of area included in this sale are marked with orange paint facing the area where timber is to be cut. These orange painted trees are NOT included in this sale and are to be protected from damage during harvesting operations. NO harvesting activity will be permitted in wetlands outside of orange painted trees.
3. Logger harvesting this timber must be capable of doing a good job of grading out the contracted divisions as specified in the contract. This logger must be agreed upon by buyer and Marsh Forestry & Appraisal Service, Inc. prior to logging operations.
4. Title to the timber and trees sold and all risk of loss shall pass from SELLER to PURCHASER concurrently with the severance of the timber from the stump. A tree cut is a tree bought.
5. Buyer shall notify landowner's agent prior to any logging operations. Landowner's agent, Marsh Forestry & Appraisal Service, Inc., will periodically inspect logging operations to monitor compliance to the terms of the cutting contract.
6. Location of log decks will be discussed and agreed upon by Buyer/Logger and Seller/Marsh Forestry & Appraisal Service, Inc. prior to cutting. These logging decks are to be kept to a minimum in size and number. Debris is to be scattered unless otherwise designated by Marsh Forestry & Appraisal Service, Inc.
7. Weekly settlement checks are to be made payable to the Mayor and Aldermen of City of Savannah and mailed to Marsh Forestry & Appraisal Service, Inc. along with weight tickets and weekly load sheet(s). Marsh Forestry & Appraisal Service, Inc. will check for accuracy and mail to landowner. Buyer will deduct from weekly gross settlements 6% and make checks payable to Marsh Forestry & Appraisal Service, Inc. Marsh Forestry's mailing address: 134 Half Moon Rising Lane, Statesboro, GA 30461.
8. Landowner and/or their agent, Marsh Forestry & Appraisal Service, Inc. will not assume any liability for accidents which might occur during inspection or during harvesting operations.
9. Access for harvesting this timber is indicated on the attached sketch map. All access roads to tract are to be kept open during harvesting operations and these roads are to be left in conditions as good or better than they were prior to logging operation.

10. Gillis Ag & Timber, Inc. will have twenty-four (24) months from time of signing this Agreement to harvest timber. A six (6) month "wet weather" extension will be permitted if weather warrants.

11. All trash is to be picked up by the end of each work week and no man-made trash is to be left on tract at end of cutting.

12. In the event of a dispute all parties agreed to set up an arbitration committee of three persons. One person to be appointed by the seller, one person appointed by the buyers and one disinterested person appointed by the first two (2) arbitrators. Both parties agree that the decision made by the arbitration committee shall be final and binding.

13. Buyer, logger and their agents harvesting this timber will be required to have a minimum general liability insurance policy of \$1,000,000.00 and workers compensation to cover themselves and their employees.

14. No loading after logging crew leaves tract and daily load sheets must be kept on the job site and provided to Marsh Forestry & Appraisal Service, Inc.

15. The seller for themselves, their heirs, executors and administrators, covenant with the buyer, the buyer's successors and assigns, that the seller has the right to convey timber in fee simple. The seller hereby warrants and will defend the title to said timber against claims of all persons whosoever.

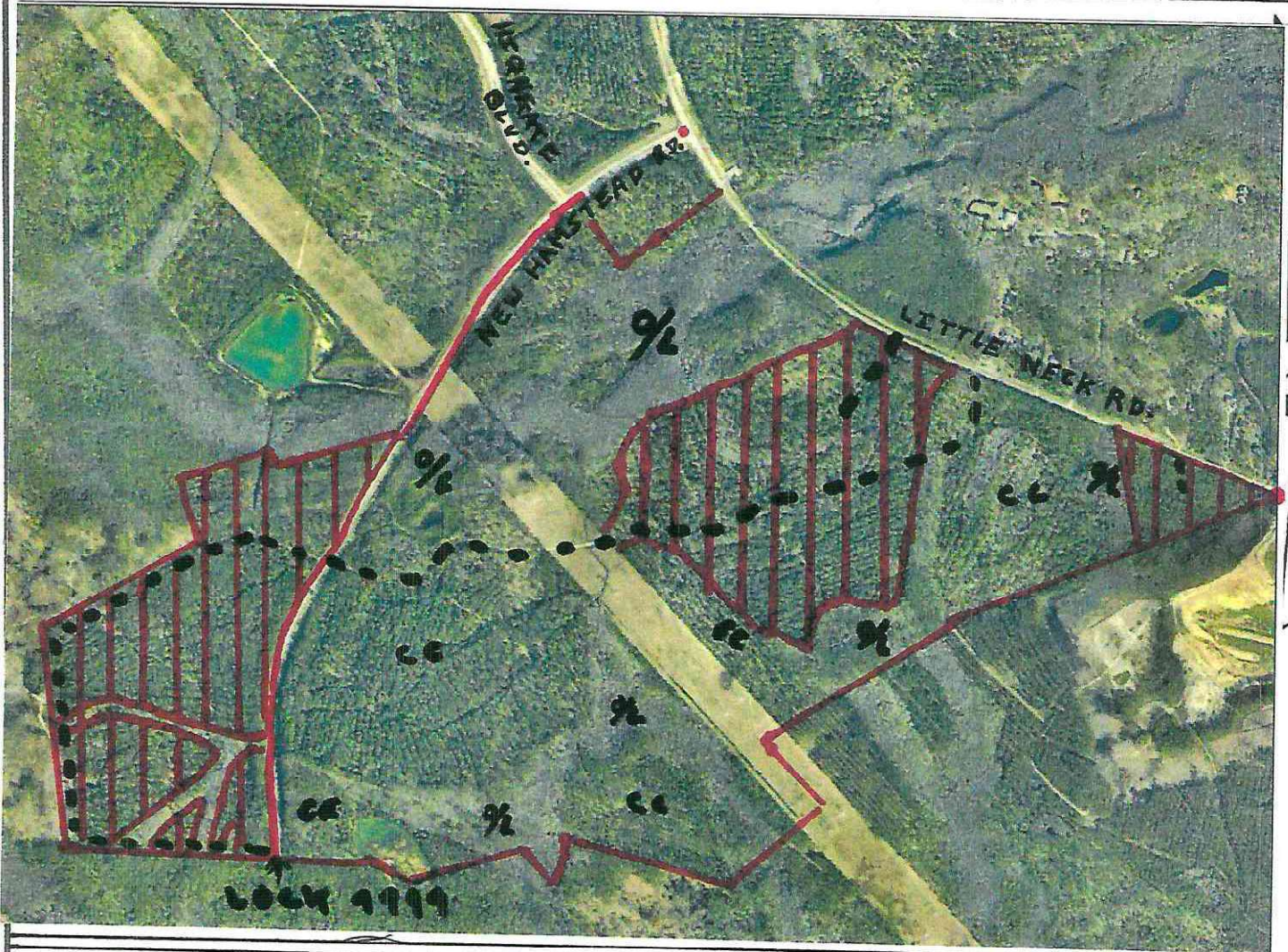
16. Seller pays all taxes associated with this timber sale.

17. Buyer and logger harvesting this timber will be required to follow BMP's "Best Management Practices" as outlined by the Georgia Forestry Commission.



Exhibit B CITY OF SAVANNAH Sketch Map OF AREA TO BE THINNED

PHOTO NO. \_\_\_\_\_



LEGEND



Area To Be Thinned As Designated By Marsh Forestry And App. Ser., Inc. On The Timber Harvesting Agreement (contract).



Access For Hauling Timber To County Roads.



Areas Recently Clear cut.



Other Lands Of Landowners.

Gate off Little Neck Road Is open. Double yellow gates on New Hampstead Road Is Also open. First Gate off New Hampstead Road Is Dummy Locked. Last Gate on New Hampstead Has a Combination Lock 9999

WOODLAND TRACING

ROADS	
PAVED	=====
GRADED	===== ===== =====
WOODS	-----
RAILROAD	
	+ + + + +
BOUNDARY	
FENCE	-x-x-x-x-
PROPERTY	_____
TYPE	-----

R/W	
GAS	-G-G-G-G-
POWER	-P-P-P-P-P
TELEPHONE	-T-T-T-T-
FIRELINE	~ ~ ~ ~ ~
STREAM	~~~~~
INTERMITTENT	- - - - -
BUILDINGS	
RES.	■
BUS.	■

OWNER: City of Savannah

ADDRESS: Savannah, GA.

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COUNTY: Chatham

SCALE: 1" = 22 ch DATE: 2024

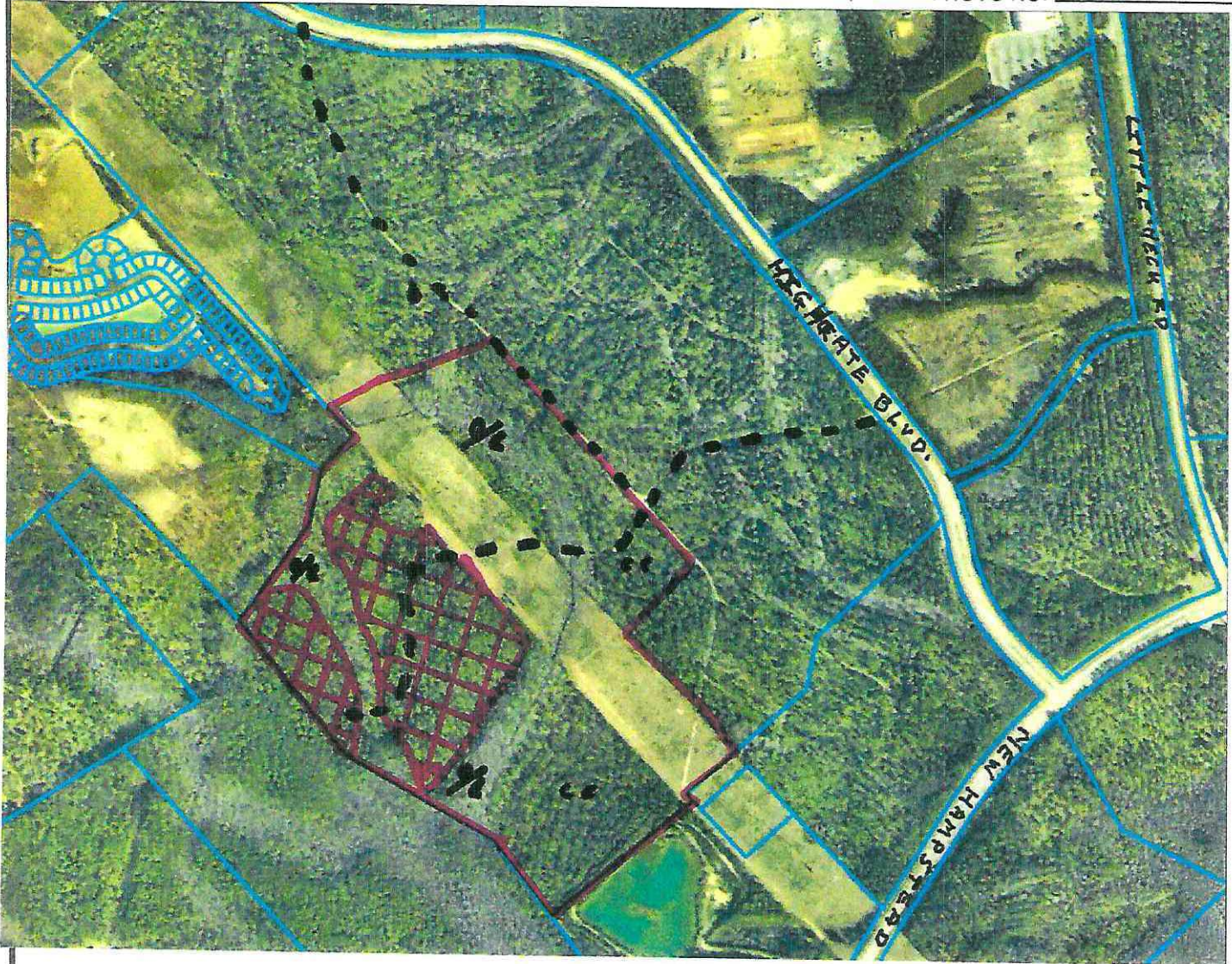
Marsh Forestry & App. Ser., Inc.  
FORESTER



CITY OF SAVANNAH Tract Map OF AREA TO BE CLEAR CUT

Exhibit 8

PHOTO NO. \_\_\_\_\_



LEGEND



Area where All Merchantable Timber Is To Be Harvested



Access For Hauling Timber To County Road.



Area Recently Clear Cut. No Activity In This Area, Except As Indicated To Haul Timber To County Road.



Other Lands of Landowners.

Gate To Clear Cut Area Closest To New Hampshire Is Locked. Other Gate To North West To Open.

WOODLAND TRACING

ROADS

- PAVED
- GRADED
- WOODS

RAILROAD

- BOUNDARY
- FENCE
- PROPERTY
- TYPE

R/W

- GAS
- POWER
- TELEPHONE

FIRELINE

- STREAM
- INTERMITTENT

- BUILDINGS
- RES.
- BUS.

OWNER: City of Savannah

ADDRESS: Savannah, Georgia

COUNTY: Chatham

SCALE: 1" = 15ch DATE: 2024

Marsh Forestry & App. Ser., Inc.  
FORESTER