

Lois B. Jacob
Commissioner of the Revenue



City of Fredericksburg
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FOREST USE AGREEMENT

This agreement, made this _____ day of _____, 20____ between _____ hereinafter called the Owner, and the City of Fredericksburg, a political subdivision of the Commonwealth of Virginia, hereinafter called the City, recites and provides as follows:

RECITALS

1. The Owner owns certain real estate, described below, hereinafter called the Property.
2. The City is the local governing body having real estate tax jurisdiction over the Property.
3. The City has determined that:
 - A. It is in the public interest that the property should be provided or preserved for forest use;
 - B. The Property meets the applicable criteria for real estate devoted to forest use as established and defined in §58.1-3230 of the Code of Virginia, and the standards for classifying such real estate prescribed by the State Forester; and
 - C. The provisions of this agreement meet the requirements and standards prescribed under § 58.1-3233 of the Code of Virginia for recorded commitments by the landowners not to change a forest to a non-qualifying use.
4. The Owner is willing to make a written commitment to preserve and protect the forest use of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment and the Owner has submitted an application for such taxation to the assessing officer of the City pursuant to § 58.1-3234 of the Code of Virginia; and
5. The City is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Owner's commitment to preserve and protect the forest use of the property, and on the condition that the Owner's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia are complied with.

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NOW THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained the parties hereby covenant and agree as follows:

1. This agreement shall apply to all of the following described real estate:

OWNER _____ ADDRESS _____
GPIN: _____ ACREAGE: _____

2. The Owner agrees that during the term of this agreement:

A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as forest use; and

B. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:

(1) on the Property as of the date of this agreement; or

(2) related to and compatible with the forest use of the Property which this agreement is intended to protect or provide for.

C. There shall be no separation or split-off of lots, pieces or parcels from the Property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject of this agreement; provided, however, that the Owner may grant to a public body or bodies open-space, conservation or historical preservation easements which apply to all or part of the Property.

3. This agreement shall be effective upon acceptance by the City; provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Owner for use assessment and taxation. Thereafter, this agreement shall remain in effect for a term of one year. This agreement must be renewed each year at the time of revalidation.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Owner may otherwise allow, consistent with the provisions of this agreement.

5. The City shall have the right at all reasonable times to enter the Property to determine whether the Owner is complying with the provisions of this agreement.

6. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

7. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

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8. This agreement may be terminated in the manner provided in section § 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a forestal or an agricultural and forestal district.

9. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the City determines otherwise in accordance with applicable law.

10. NOTICE: WHEN THE FORESTRY USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NON-QUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES, SHALL BE SUBJECT TO ROLL BACK TAXES IN ACCORDANCE WITH SECTION § 58.1-3237 OF THE CODE OF VIRGINIA. THE OWNER SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.

Signatures of all parties owning an interest in this real estate:

Phone number _____

Email _____

Date: _____