

# KING GEORGE COUNTY

## FOREST USE AGREEMENT

**TAX MAP#** \_\_\_\_\_

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between

**NAME :** \_\_\_\_\_.

hereafter called Owner, and the County of King George a political subdivision of the Commonwealth of Virginia, hereinafter called King George County, recites and provides as follows:

1. Owner is the owner of certain real estate, described below, the "Property" and
2. King George County is the local governing body having real estate tax jurisdiction over the Property, and
3. King George County has determined that:
  - A. It is the public interest that the Property should be protected or preserved for Forest Use.
  - B. The Property meets the application criteria for real estate devoted to forest use as prescribed in *Article 4 (58.1-3229 et. sec.)* of Chapter 32 of Title 58.1 of the code of Virginia and standards for classifying such real estates prescribed by the State Forester, Virginia Registrar 312-01-02; 5:2 Virginia Registrar 193-195 October 24, 1988; and
  - C. Provisions of this agreement meet requirements and standards prescribed under 58.1-3223 of the Code of Virginia.

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

1. Owner hereby makes a written commitment to preserve and protect the forest use of the Property for the property to be taxed on the basis of use assessment. Owner has submitted an application for this taxation to the assessing office of King George County pursuant to 58.1-3224 of the Code of Virginia and (citation of local ordinance).
2. King George County 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. This is in consideration of Owner's commitment to preserve and protect the forest use of the Property, and on the conditions that Owner's application is satisfactory and all other requirements of *Article 4 (58.1-3229 et.sec.)* of Chapter 32 of Title 58.1 of the code of Virginia and (citation of local ordinances are complied with).
3. This agreement shall apply to the following described real estate:
4. Owner agrees that during the term of this agreement:
  - A. There shall be no charge in use or uses of the Property existing on the date of this agreement to any use that does not qualify as forest use.
  - B. Property shall be maintained and protected for forestland use by adherence to a planned program of timber management and soil conservation practices.
  - C. Forestry management practices (BMP's) will be implemented.

## **FOREST USE AGREEMENT CONTINUED -**

**Land Use Objectives:** \_\_\_\_\_  
\_\_\_\_\_

**Timber Description:** \_\_\_\_\_  
\_\_\_\_\_

**Timber Management Activities:** \_\_\_\_\_  
\_\_\_\_\_

**Next Anticipated Forest Products Harvest:** \_\_\_\_\_  
\_\_\_\_\_

5. 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 Owner may otherwise allow, consistent with the provisions of this agreement.
6. King George County shall have the right at reasonable times to enter property to determine whether the owner is following the provisions of this agreement.
7. If provisions of this agreement are determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.
8. Provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.
9. NOTICE: WHEN THE FORESTRY USE OR USES BY WHICH THE PROPERTY QUALIFIES FOR FORESTRY USE ASSESSMENT AND TAXATION CHANGES TO A NON-QUALIFYING USE OR USES, OR WHEN THE ZONING FOR A PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER OF THAT PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES, THAT PORTION SHALL BE SUBJECT TO ROLLCBACK TAXES IN ACCORDANCE WITH 58.1-3227 OF THE LIABILITIES OF THE SAID CODE SECTION.

**Owner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Owner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**King George County**  
**By** \_\_\_\_\_