

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: USE VALUE ASSESSMENT AGREEMENT
Virginia Code 58.1-3230, et seq.

DATE OF INSTRUMENT: _____

NAME OF GRANTOR (s): _____

NAME OF GRANTEE: THE COUNTY OF Loudoun County

CONSIDERATION: \$0

COUNTY WHERE PROPERTY LOCATED: Loudoun County

BRIEF DESCRIPTION OF PROPERTY: _____

PLAT ATTACHED NO

PARCEL IDENTIFICATION NO(s): PIN# _____ - _____ - _____ - _____

PIN# _____ - _____ - _____ - _____ PIN# _____ - _____ - _____ - _____

PIN# _____ - _____ - _____ - _____ PIN# _____ - _____ - _____ - _____

PIN# _____ - _____ - _____ - _____ PIN# _____ - _____ - _____ - _____

PIN# _____ - _____ - _____ - _____ PIN# _____ - _____ - _____ - _____

THIS DOCUMENT WAS PREPARED BY: COUNTY ATTORNEY

RETURN TO: COMMISSIONER OF THE REVENUE
EXEMPTIONS & DEFERRALS DIVISION
1 HARRISON ST, SE
PO BOX 8000, MSC 32
LEESBURG, VA 20177-9804

THIS AMENDMENT to a USE VALUE ASSESSMENT AGREEMENT dated as of

_____, 20___ (“the Original Agreement”), is made as of _____,

20_____ (“the Amended Agreement”), by and between

_____ a {circle one} partnership / corporation / limited liability company (hereafter "the Owner"); and

THE COUNTY of LOUDOUN, VIRGINIA, a political subdivision of the Commonwealth of

Virginia (hereafter "the County").

RECITALS

A. The Owner is the owner and proprietor of certain parcels of real estate located in Loudoun County, Virginia, described on **Exhibit A** attached hereto (the "**Property**").

B. The County adopted an ordinance providing for additional reduction, on a sliding scale, of the use value assessment and taxation of real estate used by the owner for one of the purposes specified in § 58.1-3230 of the CODE OF VIRGINIA of 1950, as amended (a “Qualifying Use”), for the periods of time set forth therein.

C. Under the terms of the Original Agreement, the Owner, or the Owner’s predecessor in title (if applicable), agreed to devote the Property to a particular Qualifying Use, namely: (circle one)

Agriculture **Horticulture** **Forestal** **Open Space**

For a specified period of time, with the County agreeing to an additional deferment of real estate taxes on the Property, all as set forth in the Original Agreement.

D. The Owner desires to change the use of the Property from that specified in the Original Agreement to a different Qualifying Use for the remainder of the term of the Original Agreement.

NOW THEREFORE, in consideration of the premises and mutual benefits, covenants and terms of this Amended Agreement, the parties agree as follows:

1. Original Agreement is hereby amended from and after the date hereof until the term of the Original Agreement expires, during which time the Owner, its successors in title and assigns, agree that the Property shall be devoted to the Qualifying Use specified below: (circle one and all owners initial)

Agricultural use _____ Horticultural use _____
[initial] [initial]
Forest use _____ Open Space use _____
[initial] [initial]

2. The County agrees that for the period of time that the Property remains restricted to the Qualifying Use specified above, the Property shall be classified as eligible for sliding scale use value taxation based on the commitment of the Owner under the terms of, and in compliance with, the Original Agreement as amended herein.

3. Except as amended herein, all provisions of the Original Agreement shall remain in full force and effect; and the Property shall remain subject to the Original Agreement recorded among the County Land Records – as Instrument No. _____ **OR** in Deed Book _____ at Page _____ for the term and under the conditions specified therein.

4. The Owner understands that the property shall be subject to rollback taxes calculated as described in §58.1-3237(C) of the CODE OF VIRGINIA if
a. the use of the Property changes to a Non-Qualifying Use; or
b. the zoning of the Property changes to a more intensive use at the request of the Owner or Owner’s agent; or
c. the Property is subdivided and the Owner does not comply with the provisions of §848.055 of Chapter 848 of the Codified Ordinances of Loudoun County.

This Amended Agreement is made in accordance with §58.1-3230, et seq., of the CODE OF VIRGINIA of 1950, as amended; with the approval of the Board of Supervisors of Loudoun County, Virginia, as shown by the signatures affixed to this Amended Agreement; and is with the free consent and in accordance with the desire of the Owner.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal.

_____(SEAL)
(SIGNATURE OF OWNER)

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, who is known to me **OR** who provided satisfactory evidence of his/her identity, and whose name is signed to the foregoing Agreement, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public
Notary Registration No. _____

My commission expires

_____(SEAL)
(SIGNATURE OF OWNER)
COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, who is known to me **OR** who provided satisfactory evidence of his/her identity, and whose name is signed to the foregoing Agreement, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public
Notary Registration No. _____

My commission expires

(Signatures continued on next page)

Accepted pursuant to Virginia Code § 58.1-3234
THE BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

APPROVED AS TO FORM:

Assistant County Attorney

By: _____
For: Timothy Hemstreet
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, as the duly authorized designee of Timothy Hemstreet, County Administrator for the County of Loudoun, authorized to act on behalf of THE BOARD OF SUPERVISORS FOR LOUDOUN COUNTY, VIRGINIA, who is known to me and whose name is signed to the foregoing Agreement with proper authority, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20____.

Notary Public
Notary Registration No. _____

My commission expires

EXHIBIT A to
USE VALUE ASSESSMENT AGREEMENT
 between _____ (“the Owner”)
 and THE COUNTY of LOUDOUN

The real estate, which is the subject of the attached Agreement, is designated as

- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;
- PIN # _____ -- _____ -- _____;

A more particular description of the Property may be found in the deed(s) by which the Owner acquired the Property, which is/are found in the Loudoun County land records –

- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____
- In Deed Book _____ at Page; as Instrument No. _____

SLIDING SCALE DEFERRAL OF LAND USE TAX - AMENDMENT
PARTNERSHIP, CORPORATION OR LLC OWNERSHIP

INSTRUCTIONS FOR APPLICATION

Reference Chapter 848 of the Codified Ordinances of Loudoun County for detailed qualifying criteria, limitations and restrictions. Copies of Section 848 regarding the Sliding Scale Deferral are available through the Office of the Commissioner of the Revenue or on the County's website www.loudoun.gov/cor.

1. Type or print **neatly** (in pen) the complete name of all owners

2. Complete the Recordation Cover Sheet
 - Date of Instrument must match date on agreement
 - Name of the Grantor(s) (Property Owner)
 - Brief Property Description (Legal Description from Assessment Notice or Tax Bill)
 - Parcel Identification No.(s) (Found on Assessment Notice or Tax Bill)

3. Complete the Agreement
 - Date of Agreement
 - Owner(s) names as listed on County Land Book
 - Paragraph C Provide the number of years for which the owner(s) are willing to restrict the use of the property.
 - Paragraph D circle deferral percentage and all owner(s) initial beside it
 - Paragraph 2 Circle qualifying use(s) and all owner(s) initial beside it.
 - Paragraph 3 circle deferral percentage and all owner(s) initial beside it
 - Paragraph 4 owner(s) initial and circle 4c as appropriate
 - Sign the agreement In the space provided on page 3 in the presence of a notary public who may use the acknowledgement spaces provided on the additional pages. **Note:** if signing before a notary public outside the state of Virginia the notary must affix his or her seal.
 - Return the completed Agreement, Cover Sheet and Exhibit along with all required information to the mailing address listed above.

When the agreement is approved as to form and signed by the appropriate County officials, it will be returned to the property owner(s). Please note that the property owner(s) are responsible for recording the agreement with the Office of the Clerk of the Circuit Court for Loudoun County on or before December 31st of the tax year for which the deferral is sought.

Sliding Scale Deferral of Land Use Tax
Checklist for Amended Agreements

To qualify for an additional deferral of real estate taxes, we agreed to restrict the use of our Property to a specific Qualifying Use, as provided by Chapter 848 of the Codified Ordinances of Loudoun County. We now wish to change the use of our Property to a different type of Qualifying Use but continue to be eligible for the additional deferral of real estate taxes under Chapter 848. We therefore submit the attached Amended Agreement.

PLEASE PROVIDE THE FOLLOWING INFORMATION. WE WILL NEED THIS INFORMATION TO CONTACT YOU IF WE HAVE A QUESTION ABOUT YOUR AMENDED AGREEMENT AND/OR TO RETURN THE APPROVED AMENDED AGREEMENT TO YOU FOR CORRECTION OR RECORDATION.

Owner(s) of record of real estate: _____

Mailing Address: _____

Daytime Telephone: _____

Evening Telephone: _____

E-mail Address (optional): _____

_____ Please call me at the Daytime Telephone number shown above when the Amended Agreement has been signed by the County.

_____ Please mail the Amended Agreement to me at the Mailing Address shown above when it has been signed by the County.

I understand that I am responsible for recording the Amended Agreement with the Office of the Clerk of the Circuit Court for Loudoun County.

OFFICE USE ONLY

Date Received:	Parcels in Land Use:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Election District:	Ownership verified:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Designated Uses(s):	Source deeds verified:	<input type="checkbox"/> Yes	<input type="checkbox"/> No