

RECORDATION COVER SHEET

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

DATE OF INSTRUMENT: _____

NAME OF GRANTOR(s): _____

NAME OF GRANTEE: THE COUNTY OF LOUDOUN, VIRGINIA

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: OFFICE OF THE 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 (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

Forestry

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

_____ [initial]

Horticulture use

_____ [initial]

Forest use

_____ [initial]

Open Space use

_____ [initial]

2. The County agrees that for the period of time 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 understand that the Property shall be subject to roll-back taxes calculated as described in the Code of Virginia §58.1-3237(C) if:

- a. the use of the Property changes to a Non-Qualifying Use; or
- b. the zoning of the Property change to a more intensive use at the request of the Owner or the Owner's agent; or
- c. the Property is subdivided and the Owner does not comply with the provisions of §848.062 of Chapter 848 of the Codified Ordinances of Loudoun County.

5. The provisions of this Agreement shall run with the land and be binding upon the parties, their successor, assigns, personal representatives, and heirs.

This Amended Agreement is made in accordance with the Code of Virginia §58.1-3230, *et seq.*; 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.

(SIGNATURE OF OWNER) (SEAL)

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: _____

(SIGNATURE OF OWNER) (SEAL)

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]

APPROVED AS TO FORM:

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

Assistant County Attorney

By: _____
As designee 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 "Owners")
and THE COUNTY OF LOUDOUN, VIRGINIA

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 _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** as Instrument No. _____

In Deed Book _____ at Page _____; **OR** 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 Chapter 848 regarding the Sliding Scale Deferral are available through 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
 - Name of the Owner(s)/Grantor(s) (list all Property Owner(s)/Grantor(s))
 - Brief Property Description (Legal Description from Assessment Notice or Tax Bill)
 - Parcel Identification No.(s) ("PIN") (Found on Assessment Notice or Tax Bill)
 - The County shall date the Instrument upon execution
3. Complete the Agreement
 - Provide names of all Property Owner(s)/Grantor(s)
 - Paragraph C Provide the number of years for which the owner(s) are willing to restrict the use of the property.
 - In Paragraph D circle deferral percentage and all owner(s)/grantor(s) initial beside it
 - In Paragraph 2 Circle qualifying use(s) and all owner(s)/grantor(s) initial beside it.
 - In Paragraph 3 circle deferral percentage and all owner(s)/grantor(s) initial beside it
 - In Paragraph 4 owner(s)/grantor(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:

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

- The County shall date the Agreement upon execution.

When the agreement is approved as to form and signed by the appropriate County officials, it will be returned to the property owner(s)/grantor(s). Please note that the property owner(s)/grantor(s) are responsible for recording the agreement with the Office of the Clerk of the Circuit Court for Loudoun County on or before December 31 of the year on which the sliding scale agreement is signed. The agreement will take effect January 1st following the year of recordation of agreement.

SLIDING SCALE DEFERRAL OF LAND USE TAX

Agreement Checklist

To qualify for an additional deferral of real estate taxes, we agree 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 therefore submit the attached Agreement.

PLEASE PROVIDE THE FOLLOWING INFORMATION. WE WILL CONTACT YOU IF WE HAVE A QUESTION ABOUT YOUR AGREEMENT AND/OR TO RETURN THE APPROVED AGREEMENT TO YOU FOR CORRECTION OR RECORDATION. ONCE APPROVED AND SIGNED BY THE COUNTY, WE WILL CONTACT YOU TO MAKE ARRANGEMENTS FOR PICKUP SO THAT YOU CAN ENSURE RECORDATION.

Owner(s)/Grantor(s) of record of real estate: _____

Mailing Address: _____

Home Telephone: _____

Cell Phone: _____

E-mail Address (optional): _____

I understand that I am responsible for recording the Agreement with the Office of the Clerk of the Circuit Court for Loudoun County ON or BEFORE December 31st.

OFFICE USE ONLY

Date Received:

Designated Use(s):

**Previous SSA:
(if Y, Attached)**

Yes No

**Source deeds verified:
(Attached)**

Yes No

**Previous Amendment:
(if Y, Attached)**

Yes No

Parcels in Land Use:

Yes No

PIN verified:

Yes No

Ownership verified:

Yes No

Delinquent RE taxes

Yes No

Please attached previous SSAs, Amendments, and/or Source Deeds