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# _____

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 LEESBURG, VA 20177-9804

THIS AGREEMENT is made as of_____, 20_____, by and between

_____

[insert the full name(s) of the owner(s) of the Property]

(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 has adopted an ordinance providing for the use value assessment and taxation of real estate used for one of the purposes specified in §58.1-3230 of the Code of Virginia (1950, as amended) (a "Qualifying Use"), which includes a provision for lower assessment, on a sliding scale, for qualifying real estate held by the owner for the periods of time set forth therein.

C. The Owner is willing to restrict the use of the Property to one of the Qualifying Uses for a period of_____(_____) years in order to be eligible for additional deferment of real estate taxes on the Property.

D. The County is willing to defer up to (*circle/check one and initial by all owners*)

◯ **fifty percent (50%)** _____ ◯ **ninety-nine percent (99%)** _____

[6 year minimum; 10 year maximum] [initial] [*11 year minimum; 20 year maximum] [initial]* of the use value taxes otherwise assessed for the period of time that the Owner restricts the use of the Property to one of the Qualifying Uses.

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

1. This Agreement shall apply to the parcels of real estate described in **Exhibit A**, attached.

2. The Owner agrees that for a period of_____(_____) years from the date of this Agreement, the Property shall be devoted to:

[circle/check all that apply and initial by all owners]

☐ Agricultural use _____ *[initial]*

☐ Horticultural use _____ *[initial]*

☐ Forest use _____ *[initial]*

☐ Open Space use _____ *[initial]*

as set forth in the Code of Virginia §58.1-3230.

3. The County agrees that for the period of time that the Property remains restricted to the Qualifying Use specified above *[circle/check one and initial by all owners]*

○ **fifty percent (50%)** _____ *[6 year minimum; 10 year maximum] [initial]*

○ **ninety-nine percent (99%)** _____ [*11 year minimum; 20 year maximum] [initial]*

of the use value taxes otherwise assessed on the Property will be deferred.

4. _____ *[initial]* The Owner understands that the Property shall be subject to roll-back taxes calculated as described in the Code of Virginia §58.1-3237(C) if any one of the following occurs:

a. the use of the Property changes;

b. the zoning of the Property changes to a more intensive use at the request of the Owner or the Owner's agent;

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 Agreement is made in accordance with §58.1-3230, *et seq*., of the Code of Virginia; with the approval of the Board of Supervisors of Loudoun County, Virginia, as shown by the

signatures affixed to this Agreement; and is with the free consent and in accordance with the desire of 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 _____, 1 who is known to me **OR** 1 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 _____, 1 who is known to me **OR** 1 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# _____

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
INDIVIDUAL 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 the County's website www.loudoun.gov/cor.

1. Type or print **neatly** (in pen) the complete name of all Property 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)
   - In 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) must initial beside it
   - In Paragraph 2: Provide the number of years for which the owner(s)/grantor(s) are willing to restrict the use of the Property, circle qualifying use(s) and all owner(s)/grantor(s) must initial beside it.
   - In Paragraph 3: Circle deferral percentage and all owner(s)/grantor(s) must initial beside it
   - In Paragraph 4: All owner(s)/grantor(s) must initial in the blank space provided
   - Each Property owner should sign the agreement in the space provided on page 4 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 A along with all required information to:

     COMMISSIONER OF THE REVENUE
     EXEMPTIONS & DEFERRALS DIVISION
     1 HARRISON ST, SE
     PO BOX 8000
     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: _____

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