

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, VA 22902

Tax Map and Parcel Number XXXXX-XX-XX-XXXXX

This instrument is exempt from taxation Clerk's fees pursuant to Va. Code Ann. §17.1-266

OPEN-SPACE USE AGREEMENT

This Agreement, made this _____ day of _____, 2025, between _____, hereafter called the Owner(s), and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter called the County, recites and provides as follows:

1. The Owner(s) is/are own certain real estate, described below, hereinafter called the Property; and
2. The County is the local governing body having real estate tax jurisdiction over the Property; and
3. The County has determined:

A. That it is in the public interest that the Property should be provided or preserved for **[INSERT ONE OR MORE OF THE FOLLOWING USES]:**

Park or recreational purposes;

Conservation of land in its present state;

Conservation of **[INSERT DESCRIPTION OF OTHER NATURAL RESOURCE];**

Preservation of an historic area;

Preservation of a scenic area;

Assisting in the shaping of the character, direction, and timing of community development;

Other use that serves the public interest by the preservation of open-space land as provided in the land use plan.

the conservation of land and an historic area; and

B. That the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (§ 58.1-3230 et seq.) of Chapter 32 of Title 58.1 of the *Code of Virginia*, and the standards for classifying such real estate

prescribed by the Director of the Virginia Department of Conservation and Recreation; and

C. That the provisions of this agreement meet the requirements and standards prescribed under § 58.1-3233 of *the Code of Virginia* for recorded commitments by landowners not to change an open-space use to a nonqualifying use; and

4. The Owner(s) is/are willing to make a written recorded commitment to preserve and protect the open-space uses 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(s) has/have submitted an application for such taxation to the assessing officer of the County, pursuant to § 58.1-3234 of the *Code of Virginia* and Article 7, Chapter 15 of the *Albemarle County Code*; and
5. The 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, in consideration of the Owner('s') commitment to preserve and protect the open-space uses 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* and Article 7, Chapter 15 of the *Albemarle County Code* are complied with.

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: **Parcel ID No. _____ - ___ - ___ - _____, located in Albemarle County, Virginia, as shown on Attachment A, which is attached hereto and incorporated herein.**
2. The Owner(s) agree(s) 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 an open-space use.
 - B. There shall be no display of billboards, signs, or other advertisements on the property, except to (i) state solely the name of the Owner(s) and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
 - C. 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 open-space uses of the Property which this agreement is intended to protect or provide for. **[consider striking if purpose if for preservation/conservation only]**

D. There shall be no accumulations of trash, garbage, ashes, waste, junk, abandoned property, or other unsightly or offensive material on the Property.

E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials that alters the topography of the Property, except as required in the construction of permissible buildings, structures, and features under this agreement.

F. There shall be no construction or placement of fences, screens, hedges, walls, or other similar barriers that materially obstruct the public's view of scenic areas of the Property.

G. There shall be no removal or destruction of trees, shrubs, plants, and other vegetation, except that the Owner(s) may:

(1) Engage in agricultural, horticultural, or silvicultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees, within 100 feet of a scenic river, a scenic highway, a Virginia Byway, or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and

(2) Remove vegetation that constitutes a safety, health, or ecological hazard.

H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands, or other water bodies, nor any activities or uses that adversely affect water quality, level, or flow. **[Required only for properties that are to be provided or preserved for natural areas left in undeveloped states, including floodways]**

I. On areas of the Property that are being provided or preserved for conservation of land, floodways, or other natural resources or that are to be left in a relatively natural or underdeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles, or other motor vehicles, except to the extent necessary to inspect, protect, or preserve the area. **[Required only for properties that are to be provided or preserved for natural areas left in undeveloped states, including floodways]**

J. There shall be no industrial or commercial activities conducted on the Property, except for the continuation of agricultural, horticultural, or silvicultural activities or activities that are conducted in a residence or an associated outbuilding such as

a garage, smokehouse, small shop, or similar structure that is permitted on the property.

K. 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 open-space, conservation, or historic preservation easements that apply to all or part of the Property.

3. This agreement shall be effective upon acceptance by the County; 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(s) for use assessment and taxation in accordance with Article 7, Chapter 15 of the *Albemarle County Code*. Thereafter, this agreement shall remain in effect for a term of **[Insert a period of four to 10]** consecutive tax years.
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(s) may otherwise allow, consistent with the provisions of this agreement.
5. The County shall have the right at all reasonable times to enter the Property to determine whether the Owner(s) is/are complying with the provisions of this agreement.
6. Nothing in this agreement shall be construed to create in the public or any member thereof a right to maintain a suit for any damages against the Owner(s) for any violation of this agreement.
7. Nothing in this agreement shall be construed to permit the Owner(s) to conduct any activity or to build or maintain any improvement that is otherwise prohibited by law.
8. 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.
9. The provisions of this agreement shall run with the land and be binding upon the parties and any successors, assigns, personal representatives, and heirs of the parties.
10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.

11. This agreement may be terminated in the manner provided in § 15.2-4314 of the *Code of Virginia* for withdrawal of land from an agricultural, a forestal, or an agricultural and forestal district.
12. 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 County determines otherwise in accordance with applicable law.
13. Upon execution of this agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, at the Owner('s') expense.
14. NOTICE: WHEN THE OPEN-SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER(S), THE PROPERTY, OR SUCH PORTION OF THE PROPERTY THAT NO LONGER QUALIFIES, SHALL BE SUBJECT TO ROLL-BACK TAXES IN ACCORDANCE WITH § 58.1-3237 OF THE CODE OF VIRGINIA. THE OWNER(S) SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.

[SIGNATURE PAGE(S) FOLLOW]

OWNER(S)

BY: _____ (SEAL)

_____, Owner

(ONE NOTARY BLOCK PER OWNER – KEEP ON SAME PAGE IF POSSIBLE)

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF _____, to-wit:

The foregoing Open-Space Use Agreement was signed, sworn to and acknowledged before me this _____ day of _____, 20____, by _____ (Owner Name – if Trust, include date of the trust document), Owner.

Notary Public

Notary Registration Number: _____

My commission expires: _____

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeffrey B. Richardson
County Executive

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing Open-Space Use Agreement was signed, sworn to and acknowledged before me this _____ day of _____, 20_____, by Jeffrey B. Richardson, County Executive, on behalf of the County of Albemarle, Virginia.

Notary Public

Notary Registration Number: _____
My commission expires: _____

Approved as to Form:

County Attorney