

Recording requested by and return to:
Central Colorado Conservancy
PO Box 942
Salida, CO 81201

[Conservation Easements are drafted to address the specific Conservation Values intended for protection and the specific objectives of the landowner and the Central Colorado Conservancy (Conservancy). This sample Conservation Easement may contain elements not applicable to a particular property or to a particular landowner's conservation objectives. As a result, this document is only a starting point from which a tailored easement for a particular property can be created. The Central Colorado Conservancy is also continuously reviewing and updating this document.]

Model Easement

Landowner shall give written notice to Conservancy of any transfer or sale of any interest in the following described property at least thirty (30) days prior to the date of such transfer.

DEED OF CONSERVATION EASEMENT FOR

THIS DEED OF CONSERVATION EASEMENT ("Easement") is effective this _____ day of _____, 201__, between _____, whose address is _____, grantor ("Landowner"), and Central Colorado Conservancy, a Colorado nonprofit corporation, whose address is PO Box 942, Salida, CO 81201, grantee ("Conservancy"), **[AS APPLICABLE]** for the purpose of conserving forever the open space character, agricultural productivity, wildlife habitat, and scenic qualities of the subject property. The following exhibits are attached hereto and are incorporated into this Easement:

- Exhibit A – Description of Property, including Right of Access
- Exhibit B - Map of Property including location of Building Envelope
- Exhibit C - Description of Water Rights
- Exhibit D - Description of Building Envelope
- Exhibit E - Record Title Exceptions
- Exhibit F - Copy of Subordination Agreement **[IF APPLICABLE]**

RECITALS

- A. Landowner is the fee simple owner of the property described in **Exhibit A**, consisting of ___ pages, and depicted on **Exhibit B** consisting of ___ pages, both of which are attached hereto and made a part of this Easement, such property **consisting** of approximately ___ acres of land, together with all buildings and other improvements thereon (“the Property”) **[IF APPLICABLE, “AND OF THE WATER RIGHTS DESCRIBED IN EXHIBIT C, CONSISTING OF _____ PAGES, WHICH IS ATTACHED TO AND MADE A PART OF THIS EASEMENT”]**;
- B. Conservancy is a Colorado State certified nonprofit conservation easement holder having been certified by the Colorado Division of Real Estate as license number CE00xx, **effective** _____. Conservancy has also filed DR 1299, Colorado Gross Conservation Easement Holders Submission of Information form, with the Colorado Department of Revenue and Division of Real Estate on _____.
- C. Conservancy is a Colorado nonprofit corporation established to protect open space, agricultural land, scenic and historic lands, forest land and natural habitats for fish, wildlife, plants or similar ecosystems and is a “Qualified Conservation Organization,” as defined by Sections 501(c)(3) and 170(h) of the United States Internal Revenue Code of 1986, as amended and the applicable regulations promulgated thereunder (“Code”);
- D. The Property possesses significant conservation values of importance to Landowner, Conservancy, the people of _____ County and the people of the State of Colorado (as hereinafter described, the “Conservation Values”), all of which provide a significant public benefit. The Conservation Values include the following which are in accordance with **[INCLUDE APPLICABLE REFERENCES]** (i) Treasury Regulation §1.170A-14(d)(4) (“The preservation of certain open space (including farmland and forest land) for the scenic enjoyment of the general public and will yield a significant public benefit”); (ii) Treasury Regulation §1.170A-14(d)(3) (“To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives”); and (iii) Treasury Regulation §1.170A-14(d)(2) (“To preserve land areas for the outdoor recreation of the general public or for the education of the general public”). **[SELECT THOSE RELEVANT TO THE PROPERTY FROM THE LIST BELOW AND DESCRIBE HOW THE PROPERTY PROVIDES THESE VALUES, AS APPLICABLE]:**
1. Outdoor recreation by, or for the education of, the general public and scenic open spaces that would be impaired by significant alteration of the Property beyond that permitted by this Easement.
 2. Prime agricultural and forest land that is available for the scenic enjoyment of the public from _____.

3. Scenic open and relatively natural spaces that would be impaired by significant alteration of the Property.
4. Relatively natural habitat for fish, wildlife, plants and their ecosystems.
5. Water Rights that support and enhance the Conservation Values.
6. The Property lies in close proximity to and complements additional conservation easement properties and public lands, which similarly preserve the existing open space and natural habitat:

_____ **[IF**
APPLICABLE]

E. The Conservation Values of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:” **[IF APPLICABLE]**

1. The Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201, *et seq.*, as modified by the Agricultural Act of 2014 (Public Law 113-79) the purpose of which is “to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland.
2. Colorado Revised Statutes §§ 33-1-101, *et seq.*, which provide that “it is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors.”
3. Colorado Revised Statutes § 35-3.5-101, which provides in part that “it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.”
4. Colorado Revised Statutes § 35-3-102(1)(a), which provides in part that “the soil resources and fertility of the land, and the . . . prosperity of the farming population . . . and the waters of the rivers . . . are matters affected with a public interest.”
5. Colorado Revised Statutes § 35-3-102(1)(b), which provides in part that the “welfare of this state has been impaired . . . by destruction of its soil fertility, by uneconomic use and waste of its land, by exploitation and wasteful . . . use of its soil resources.”
6. Colorado Revised Statutes § 38-30.5-102, which provides for the establishment of conservation easements to maintain land “in a natural, scenic,

or open condition, or for wildlife habitat, or for agricultural . . . or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity.”

7. Colorado Revised Statutes § 43-1-402(1)(a)(V), which provides that the preservation and enhancement of the natural and scenic beauty of this state is a matter of substantial state interest.
 8. The Western Governors’ Association Policy Resolution 08-21, which supports “voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values”; and
 9. **[LANGUAGE FROM COUNTY MASTER PLAN]**
 10. **[LANGUAGE FROM COUNTY ZONING RESOLUTION]**
- F.** Landowner desires and intends that the Conservation Values be preserved and maintained forever by permitting only those uses on the Property that do not significantly impair or interfere with the Conservation Values; and
- G.** Landowner further intends, as owner of the Property, to convey to Conservancy the right to preserve and protect the Conservation Values of the Property in perpetuity.

In consideration of the above Recitals, which are incorporated as part of this Easement, and the following mutual covenants, terms, conditions and restrictions, and pursuant to §§ 38-30.5-101, *et seq.* C.R.S., Landowner voluntarily grants and conveys, in perpetuity, to Conservancy, and Conservancy voluntarily accepts, as a donation, a perpetual Conservation Easement in Gross, over the Property of the nature and character and to the extent set forth in this Easement. To further fulfill the purposes of this Easement, as set forth below, Landowner hereby conveys to Conservancy all development rights attributable to the Property, except those expressly reserved by Landowner. Conservancy acknowledges receipt and acceptance of this Easement encumbering the Property, for which no goods or services were provided **[LIST ANY EXCEPTIONS]**.

- I. Purpose.** It is the purpose of this Easement to protect the Conservation Values by assuring that the Property will be perpetually preserved in its predominantly natural, scenic, agricultural and open space condition as identified in the Baseline Report defined in ¶ II, below. Consistent with the purpose of this Easement, Landowner and Conservancy intend to permit only uses which do not significantly impair or interfere with the Property’s Conservation Values and to prevent any use that will significantly impair or interfere with protecting the Property’s Conservation Values. The parties recognize that significant alteration of the Property beyond that authorized by this Easement may impair these Conservation Values.

II. Baseline Report. The specific Conservation Values have been documented in a Baseline Report prepared by _____ and dated _____ (the "Baseline Report"), which, by this reference, is made a part of this Easement. A copy of the Baseline Report is on file with both Landowner and Conservancy. The Baseline Report consists of maps, a depiction of all existing man-made alterations, uses, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and photographs. The parties acknowledge that this Baseline Report is an accurate representation of the Property at the time of this Easement and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use. If a controversy arises with respect to the condition of the Property as of the conveyance date of the Easement, the parties may use the Baseline Report and any other relevant or material documents, surveys, reports, and other information to assist in resolving a controversy.

III. Rights of Conservancy. To accomplish the purpose of this Easement, in addition to the rights described in C.R.S. Sec. 38-30.5-101, *et seq.*, as amended from time to time, the following rights are conveyed to, and immediately vest in, Conservancy:

- A. *Real Property Interest.* A perpetual, real property interest in the Property.
- B. *Preservation.* The right to preserve and protect the Property's Conservation Values and to prevent or enjoin any activity on or use of the Property that is inconsistent with the specific terms of this Easement or is otherwise inconsistent with preservation of the Conservation Values.
- C. *Entering and Monitoring.* The right to enter upon the Property at reasonable times and upon prior reasonable notice (except when emergency circumstances require immediate entry), to Landowner to inspect, monitor, and enforce Landowner's compliance with the terms of this Easement. Conservancy shall not unreasonably interfere with Landowner's use and quiet enjoyment of the Property. Conservancy may bring such experts or consultants it deems appropriate to assist in inspecting and monitoring the Property. Unless required by Conservancy in connection with reasonably suspected violations of the terms of this Easement, entry shall not occur more frequently than once per calendar year. Conservancy and Conservancy's representatives assume the risk of any losses, damages or expenses incurred for personal injury, death or property damage to the extent caused by Conservancy's negligence or willful misconduct in the exercise of its rights under this Easement.
- D. *Restoration.* The right to require restoration of any of the Property's Conservation Values that are significantly impaired or interfered with as a

result of any activity on or use of the Property that is inconsistent with preserving the Conservation Values described in this Easement.

- E. *Development Rights.* The right to protect all development rights from use, except as reserved to Landowner pursuant to this Easement. The development rights may not be used on or transferred off of the Property to any other property or used for the purpose of calculating or giving credits which result in additional density of development beyond what is allowed in this Easement for the Property.
- F. *Placing Signs.* With the Landowner's approval and consent, the right to place and maintain on the perimeter of the Property signs indicating that a conservation easement covering the Property is held by Conservancy.
- G. *Protection of Water Rights.* **[IF APPLICABLE]** The right to protect and continue the historic use of the Water Rights on the Property. The parties agree that it is appropriate to include the Water Rights in this Easement pursuant to §38-30.5-102, C.R.S. Landowner shall provide Conservancy with copies of any reports submitted to the State or Division Engineer or local water commissioner concerning the Water Rights. If Landowner fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, Conservancy shall have the right, but not the obligation, to enter upon the Property and undertake any and all actions reasonably necessary to protect the Water Rights. **[IF APPROPRIATE CONSIDER ADDITIONAL PROVISIONS, E.G. COLORADO WATER TRUST PROVISIONS; IF THE WATER RIGHTS ARE RESPENTED BY SHARES IN A MUTUAL DITCH OR RESERVOIR COMPANY THE COMPANY MUST BE NOTIFIED AT LEAST 60 DAYS PRIOR TO RECORING THE EASEMENT]**.

IV. Use of the Property. It is Landowner's intent to keep the Property agriculturally productive, including the continuation of farming and ranching activities, to preserve the agricultural values, open space character, wildlife habitat, and scenic qualities of the Property. The Property may not be used for industrial activities but may be used for other activities which are not prohibited by the terms of this Easement, provided they do not significantly impair or interfere with the Conservation Values. The parties agree that the Property shall remain available for agricultural production. **[AS APPLICABLE]**

V. Prohibited Activities. Landowner shall not perform or knowingly allow others to perform any activities on or that affect the Property that are inconsistent with this Easement. However, unless otherwise specified, nothing in this Easement shall require Landowner to take any action to restore the condition of the Property after any fire, act of God, other natural event or acts of third parties over which Landowner had no control. Landowner understands that nothing in this Easement relieves them of any obligation or restriction on the use of the Property imposed by law. In addition, Landowner shall not:

- A. *Trash.* Dump or accumulate any kind of refuse on the Property, other than farm-related refuse produced on the Property. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with any applicable government laws and regulations.
- B. *Subdivision.* Divide or subdivide the Property into two or more parcels, whether by physical or legal process, including but not limited to, condominium interests, time-sharing, or the partition of undivided interests or subdivide the Property by any judicial or non-judicial foreclosure; provided a portion of the Property may be divided solely for agricultural purposes or for purposes of a minor boundary line adjustment, after Review and Approval. Conservancy as a condition of its approve may require Landowner to hire a water engineer approved by Conservancy to determine the proper allocation of any water rights encumbered by this Easement in the event of any such division or adjustment.
- C. *Industrial and Commercial Uses.* Engage in or allow others to engage in any industrial uses on the Property. Commercial uses are allowed, subject to Review and Approval, so long as they are conducted in a manner that is consistent with § 170(h) of the Code and the Treasury Regulations adopted pursuant thereto, are consistent with the purposes of this Easement and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed: processing or sale of farm or ranch products predominantly grown or raised on the Property; home occupations conducted by and in the home of a person residing on the Property; and customary rural enterprises, including but not limited to hunting, fishing, wildlife viewing, habitat enhancement, farm machinery repair, bed and breakfasts operated within a Dwelling Unit, livestock veterinary services, and similar enterprises conducted by Landowner or by another person residing on the Property.
- D. *Signs.* Construct, place or erect any commercial signs, advertising or billboards on the Property; provided that temporary political signs, signs advertising sale of agricultural products grown on the Property or ranch or household items for sale, signs advertising that the Property is for sale or for rent; and signs stating the name and address of the Property and signs prohibiting unauthorized entry or use are permitted. No signs shall significantly impair or interfere with the Conservation Values of the Property.
- E. *Feed Lot.* Establish or maintain a commercial feed lot. For purposes of this Easement, “commercial feed lot” is a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this

Easement shall prevent Landowner from seasonally confining livestock into an area for feeding and from leasing pasture for the grazing of livestock owned by others.

- F. *Livestock and Grazing.* Allow the Property to be overgrazed. The Property shall be managed in accordance with good grazing and agricultural land conservation practices to prevent and control, to the extent reasonable and practicable, the degradation of the Property's Conservation Values. Grazing and agricultural practices shall generally follow those guidelines established by the Natural Resources Conservation Service or any successor agency. Any livestock, such as domestic elk, bison, llamas or other exotics, may be grazed only after Conservancy's Review and Approval.
- G. *Water Pollution.* Degrade or pollute any surface or subsurface water with septic waste, toxic agents, refuse dumps or any other means, above and beyond that which may occur from accepted agricultural practices, is prohibited.

VI. Construction of Buildings and Other Improvements. The construction of any building or other improvement, except those existing on the date of this Easement, is prohibited, except in accordance with the following:

- A. *Single-Family Dwelling Unit.* Landowner may construct, maintain, remove, renovate, replace, and enlarge within the Building Envelope described in **Exhibit D**, consisting of ____ pages, which is attached to and made a part of this Easement, one single-family Dwelling Unit not to exceed a footprint of 3,500 square feet. "Footprint" means the land area of the structure calculated on the basis of the exterior dimensions of the outermost perimeter walls or bounds of the structure. The vertical distance from the high point of the grade at the structure perimeter to the high point of the structure shall not exceed twenty-five (25) feet, and the vertical distance from the low point of the grade at the structure perimeter to the high point of the structure shall not exceed thirty-five (35) feet. The requirements of this subparagraph shall be subject to Review and Approval.
- B. *Other Buildings within Building Envelope.* Landowner may construct, maintain, remove, renovate, replace and enlarge other buildings within the Building Envelope, provided that the total cumulative footprint for all such other buildings shall not exceed 10,000 square feet.
- C. *Agricultural Improvements.* Landowner may construct temporary, agricultural improvements, such as livestock shelters, corrals, sheds, water lines, water tanks anywhere on the Property without Review and Approval.

- D. *Alternative Energy.* Landowner may construct Alternative Energy generation facilities anywhere on the Property, except _____, after Review and Approval. Such facilities shall not be larger than necessary to serve the improvements authorized by this Easement and may be connected to the energy grid for the purpose of purchase and sale of excess energy on the grid.
- E. *Fences.* Landowner may construct new fences to manage livestock and wildlife and to separate uses, provided that all new fences (other than fences necessary to protect crops) shall be wildlife friendly following guidelines established by the Colorado Division of Parks and Wildlife. Any other fences may be constructed only after Review and Approval.
- F. *Recreational Structures and Improvements.* Golf courses, airstrips and helicopter pads are strictly prohibited on the Property. Landowner may construct minor recreational structures and improvements anywhere on the Property after Review and Approval.
- G. *Roads.* Landowner may construct road access to the Building Envelope after Review and Approval; provided that the proposed road is in an appropriate location and that appropriate erosion control methodologies are used. No road shall be constructed for access within the Property, for access to other adjacent properties, or for other purposes except after Review and Approval. Nothing herein prohibits Landowner from constructing any unpaved road necessary to provide access to the buildings currently located on or permitted to be constructed on the Property or any road reasonably required for agricultural operations.
- With the exception of a road to the Building Envelope, no portion of the Property outside of a Building Envelope shall be paved with any impervious material.
- H. *Utilities.* Landowner may construct underground utilities for serving those uses permitted on the Property. To the extent practicable, such utilities shall be installed within or adjacent to roadways permitted by this Easement.
- I. *Outdoor Lighting.* New outdoor lighting is permitted only if such lighting is fully shielded so that all light rays emitted are projected below, and not above, the horizontal plane of the fixture.
- J. *Towers.* Towers (defined in ¶ XXV, below), may be constructed only after Review and Approval.

VII. Water Rights [IF APPLICABLE]. Water Rights included in this Easement shall be used for agriculture, wildlife habitat, horticulture, forest or other uses consistent with the protection of the Conservation Values. The Water Rights are hereby restricted to support, enhance and further the Conservation Values.

Rights reserved by Landowner include, but are not limited to, the continuation of the historic use of the Water Rights on the Property. Landowner also shall have the right to:

- A. change or add points of diversion;
- B. relocate, repair, maintain, re-design, enlarge, and if destroyed, reconstruct any existing structures related to the Water Rights, such as ditches, wells, headgates, flumes, and reservoirs, as described in the Baseline Report;
- C. install new water measurement and control structures to assist in the administration and efficient use of the Water Rights;
- D. access such structures and ponds by means and routes as are reasonably necessary, including a right of access by motorized equipment;
- E. adjudicate absolute water rights for existing water uses, absolute and/or conditional water rights for new water uses permitted by this Easement, and changes of water rights, exchanges, and plans for augmentation consistent with the terms of this Easement;
- F. change the place, type, manner, time of use and point of diversion or place of storage of any of the Water Rights anywhere on the Property;
- G. employ any present or future technology or methods of irrigation that may enhance the use of the Water Rights unless they would significantly impair or interfere with the Conservation Values.
- H. line ditches and ponds and build stream crossings after Review and Approval, which shall not be unreasonably withheld.
- I. make any other change in the use of the water on the Property after Review and Approval.

Water Rights may be changed otherwise only after Review and Approval.

VIII. Conservation Practices. [AS APPROPRIATE] Landowner recognizes the importance of good resource management and stewardship to maintain the Conservation Values for present and future generations. To this end, all agricultural uses shall be conducted using generally accepted stewardship and management practices for the agricultural industry. Landowner further recognizes that riparian systems are important to the agricultural viability and ecological health of the Property and the watershed in which the Property is located and Landowner shall manage such uses accordingly.

IX. [IF APPLICABLE, AND PROPERTY IS FORESTED] Timber Harvesting. Landowner reserves the right to domestic use of forest products. Landowner may harvest to control insects and disease, to control invasive species, to clear for fire

control, to protect agricultural land from overgrowth of shrubs and trees, to prevent personal injury and property damage and for other forest management purposes so long as it does not significantly impair or interfere with the Conservation Values of the Property. Landowner may harvest timber commercially pursuant to a written forest management plan prepared by Landowner's professional forestry consultant and after Review and Approval. Conservancy may require an annual review and appropriate revisions of the plan.

[OR, IF APPLICABLE, AND PROPERTY IS UNFORESTED]: Agroforestry.

Landowner reserves the right to plant trees for the production of forest products, for windbreaks, and for landscaping purposes. Landowner may harvest forest products for domestic use, to control insects and disease, to control invasive species, to clear for fire control, to protect agricultural land from overgrowth of shrubs and trees, to prevent personal injury and property damage, and to conduct other forest management purposes so long as it does not significantly impair or interfere with the Conservation Values of the Property. Landowner may conduct agroforestry as a commercial agricultural activity pursuant to a written forest management plan prepared by Landowner's professional forestry consultant and after Review and Approval. Conservancy may require an annual review and appropriate revisions of the plan.

- X. Mineral Extraction.** Commercial mining (defined in ¶ XXIV, below) of soil, sand, gravel, rock, stone, oil, natural gas, fuel, coal, or any other mineral substance of any kind or description ("Minerals"), controlled by Landowner as of the date of this Easement or later acquired by Landowner, using any surface mining method, is prohibited. However, extraction of oil or gas is permitted if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the real property that is not irretrievably destructive of the Conservation Values, and provided further that the proposed mining or extraction will not substantially diminish or impair the Conservation Values (the requirements of this sentence are collectively referred to as the "Extraction Standards").
- A. *Rights of Conservancy.* By granting this Easement, Landowner ("Surface Owner") has granted to Conservancy a portion of its rights as owner of the surface of the Property on which mining (including oil and gas operations) may be conducted. Landowner shall consult with Conservancy regarding the negotiations of any instruments concerning leasing or conveyance of Mineral rights on or under the Property to a third party ("Instrument"). Required consultations are limited to those terms of an Instrument that may potentially impact the Conservation Values or surface of the Property and may, at Landowner's discretion, include terms of an Instrument that solely and specifically address any payments to Landowner. Landowner intends that Conservancy, in addition to its interest as a holder of this Easement, shall have the right to approve any Instrument in writing before such Instrument is executed, which approval shall only be based upon satisfying the Extraction Standards. Landowner further intends that

Conservancy shall have the right to receive notices of proposed mineral activities and to protect the Conservation Values and purposes of this Easement and to enforce the terms of this Easement.

- B. *Leasing.* Any lease or other conveyance by Landowner to a third party of Mineral rights subsequent to the date of recording of this Easement are subject to Review and Approval, shall be subject to the restrictions of this Easement and shall so state and shall contain terms consistent with the provisions of this Easement. Conservancy's approval must be in writing and must be affixed to the fully executed lease or conveyance Instrument and shall be based upon satisfying the Extraction Standards.
- C. *Surface Use Agreements.* Landowner shall consult with Conservancy during negotiations of any lease or agreement. Prior to the execution of any lease or agreement, Conservancy must Review and Approve in writing any lease or agreement pertaining to use of the surface of the Property for mining, including any agreement permitted or required of a Surface Owner under C.R.S. § 34-60-101, *et seq.*, as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Landowner and owners or lessees of Minerals (including oil and gas.) Conservancy may withhold its approval if in its sole discretion it determines that the proposed surface use is inconsistent with the preservation of the Conservation Values of the Property, is inconsistent with the terms of this Easement, does not satisfy the Extraction Standards or is not permitted under the terms of the mineral reservation or severance or the mineral lease. Any Surface Use Agreement shall describe to the greatest extent practicable the type of extraction, the areas within which such extraction shall occur and shall provide that the extraction permitted is not irremediably destructive of the Conservation Values and does not substantially diminish or impair the Conservation Values. In addition to such other measures as Conservancy may reasonably require to protect the Conservation Values, the Surface Use Agreement must also comply with the standards set forth in subparagraphs D and E, below.
- D. *Extraction Plan.* No extraction permitted pursuant to this Easement shall occur without submittal of a plan for the same to Conservancy for Conservancy's Review and Approval. The plan shall include the anticipated impact of the extraction.
- E. *Surface Use Agreement and Extraction Plan Standards.* Any Surface Use Agreements or extraction plans for the Property developed pursuant to subparagraphs C and D, above, must provide for:
 - 1. concealing all facilities or otherwise locating them to be compatible with existing topography and landscape to the greatest practicable extent,

2. minimizing construction of any new roadways and locating and constructing such roadways so as to minimize adverse effects of the roadways on the Conservation Values of the Property, and
3. restoring any altered physical features of the land, including drill sites and roadways, to their original state and reclaiming the restored topography with appropriate, native vegetation.

F. *Landowner Extractions.* Notwithstanding anything to the contrary in this ¶ X, soil, sand, gravel or rock may be extracted without further permission from Conservancy so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is consistent with the purpose of this Easement, does not substantially diminish or impair the Conservation Values and has a limited and localized impact on the Property. Any such extraction shall be limited to not more than one (1) area of less than one-half (1/2) acre in size **[OR SMALLER IF APPROPRIATE]** at any given time. Any area which is disturbed by extraction must be revegetated and restored to the natural condition of the Property after completion of the extraction. This provision shall be interpreted in a manner consistent with § 170(h) of the Code and the Treasury Regulations adopted pursuant thereto.

XI. Commercial Recreational Uses. [IF APPLICABLE] To the extent required to qualify for exemption from federal estate tax under §2031(c) of the Code, and only to the extent such activity is not otherwise prohibited or limited under this Easement, commercial recreational uses are not permitted within the Property.

XII. Motorized Vehicles. Motorized vehicles may be used in a manner that does not substantially diminish or impair the Conservation Values. There shall be no off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles. Nothing in this Easement is intended to prohibit the use of motorized vehicles for any agricultural or other use that is permitted under this Easement, except that the regular use of motorized vehicles for any non-agricultural or other uses permitted hereunder shall generally be confined to permitted roads.

XIII. Review and Approval by Conservancy. If any use or activity proposed for the Property by Landowner is different from the uses or activities on the Property existing on the date of this Easement, or if any use or activity proposed for the Property by Landowner requires Conservancy's Review and Approval, Landowner shall provide written notice to Conservancy, describing the nature, scope, design, location, timetable and any other relevant aspects of the proposed use or activity in sufficient detail to permit Conservancy to make an informed judgment as to its consistency with the Conservation Values and terms of this Easement. Such written notice shall be provided to Conservancy no less than sixty (60) days prior to Landowner's commencing such proposed use or activity.

If Conservancy determines in its sole discretion that Landowner's proposed use or activity may significantly impair or interfere with the Conservation Values, Conservancy shall deliver its written objection and explanation of Conservancy's objection ("Written Objection") to Landowner within forty-five (45) days of receipt of Landowner's notice, unless the time is reasonably extended in Conservancy's discretion because of snow or other weather conditions. Conservancy's failure to provide a Written Objection to Landowner within such forty-five (45) day period, or as may be extended by Conservancy, shall be deemed Conservancy's approval of Landowner's proposed use or activity, provided that the proposed use or activity does not violate the terms of this Easement. If Conservancy delivers to Landowner a Written Objection, Landowner shall not proceed with the proposed use or activity. If in Conservancy's judgment it is possible that the proposed use or activity can be modified to be consistent with this Easement, Conservancy's Written Objection shall inform Landowner of such modification(s). If modification is made to the satisfaction of the Conservancy or the Conservancy otherwise concurs in writing with the matters set forth in Landowner's notice, the proposed use or activity may thereafter be conducted.

XIV. Rights Retained by Landowner.

- A. *General.* Landowner retains the right to perform any act not specifically prohibited or limited by this Easement.
- B. *Access Rights.* Landowner retains the right to exclude the general public from access to the Property. **[IF APPLICABLE]**
- C. *Responsibilities of Landowner and Conservancy Not Affected.* Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Conservancy, or in any way to affect any existing obligation of Landowner as owner of the Property, including:
 1. Taxes. Landowner is solely responsible for payment of all taxes and assessments levied against the Property, including this Easement. Conservancy is authorized but in no event obligated to make or advance any payment of taxes not paid by Landowner in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate. Landowner shall reimburse Conservancy for any such payment made or advanced by Conservancy, together with interest at 2 points over the Colorado legal rate of interest at such time until Landowner has fully reimbursed Conservancy for such payments and paid all accrued interest thereon.
 2. Upkeep and Maintenance. Landowner shall be solely responsible for the upkeep and maintenance of the Property, and for weed control, to the extent required by law, and Conservancy shall have

no obligation for the upkeep or maintenance of the Property or weed control on the Property.

- D. *Subsequent Liens.* No provisions of this Easement should be construed as impairing the ability of Landowner to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinated to this Easement.

XV. Insurance. Provided Landowner has general liability insurance on the Property, Conservancy shall be named an additional insured party on any such policy, and Landowner shall deliver evidence of such insurance upon request of Conservancy.

XVI. Conservancy Remedies.

- A. *General Remedies.* If Conservancy believes that a violation of the terms of this Easement has occurred, it may at its discretion take appropriate legal action, including filing claims for damages for the loss of Conservation Values. Conservancy shall not, however, claim a violation of any term of this Easement, unless Conservancy makes such a claim within five (5) years of the date of discovery of the claimed violation. Except when Conservancy determines in its sole discretion that an ongoing or imminent violation could irreversibly and significantly impair or interfere with the Conservation Values, Conservancy shall give the Landowner written notice of the alleged violation before filing any legal action. Upon receipt of the written notice, Landowner shall immediately cease the action or use that gave rise to the alleged violation and: (1) restore or remediate the Property to its condition prior to the alleged violation; (2) provide a written plan for restoration and remediation of the Property that is acceptable to Conservancy; or (3) provide written explanation why activity or use is permitted and is not a violation of the Easement. If Conservancy determines that a violation may exist or has occurred, Conservancy may seek an injunction to temporarily or permanently stop such violating use or activity. Conservancy may also institute an action requiring Landowner to restore or pay for the restoration of the Property to its condition prior to the violation. Conservancy may pursue any equitable remedy without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Conservancy's remedies described in this Easement are cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including those described in C.R.S. §§38-30.5-101, *et seq.*. Except as otherwise set forth in this Easement, failure of Conservancy to discover a violation or to take immediate action shall not bar it from doing so at a later time.
- B. *Informal Resolution of Differences.* Upon Conservancy giving written notice of violation, the parties shall meet as soon as possible to resolve their differences. If a resolution of the differences cannot be achieved at the

meeting, both parties shall meet with a mutually acceptable mediator to attempt to resolve the dispute, but only if Conservancy in its sole discretion has determined that Landowner has ceased, and agrees to postpone during such mediation, any further activity that constitutes the alleged violation. The mediation shall take place in Chaffee County, unless otherwise agreed in writing between Conservancy and Landowner.

- C. *Waiver of Certain Defenses.* Landowner hereby waives any defense of laches, waiver, estoppel, prescription or any defense available to Landowner pursuant to C.R.S. §38-41-119.
- D. *Acts Beyond Landowner's Control.* Conservancy may not bring an action against Landowner for violations of this Easement resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. However, Conservancy may bring an action for damages or injunctive relief against any other person or entity for actions that impair or interfere with the Property's Conservation Values. In the event of an action against another person or entity, Landowner, at its option, shall join in the action or assign its rights of action to Conservancy.
- E. *Performance to Continue.* Each Party is required to continue to perform its obligations under this Easement pending final resolution of any dispute arising out of or relating to this Easement.
- F. *Costs and Attorneys Fees and Restoration.* All costs incurred by Conservancy in connection with the successful enforcement of this Easement, including, without limitation, costs of suit and reasonable attorneys' fees, shall be borne by Landowner. Any costs of restoration necessitated by Landowner's violation of the terms of this Easement shall be borne by Landowner.

XVII. Termination and Proceeds. This Easement constitutes a property interest immediately vested in Conservancy. If future circumstances make it impossible for Landowner and Conservancy to accomplish the purposes of the Easement, this Easement can only be terminated in judicial proceedings by a court of competent jurisdiction. Should this Easement be terminated or should any interest in the Property be taken by exercise of power of eminent domain or acquired by purchase in lieu of condemnation subject to prior written consent of Conservancy, Conservancy is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the Property formerly subject to this Easement as required under Treasury Regulation 1.170A-14(g)(6)(ii). Conservancy's share shall be determined by multiplying (A) the fair market value of the Property determined as of the date of this Easement unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements not

paid for by Conservancy) by (B) X/Y, which is the ratio of the value of Easement upon the date of the Easement ("X"), divided by the value of the Property without deduction for the value of the Easement at the date of the Easement ("Y"). The values at the time of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to §170(h) of the Code. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. The parties agree to amend such values and ratio to the extent necessary to reflect the final determination of the same by the Internal Revenue Service or court of competent jurisdiction. The Conservancy shall use its proceeds in a manner which is consistent with the conservation purposes of this Easement.

- A. *Condemnation.* If all or any part of the Property is taken under the power of eminent domain, or is otherwise acquired through a purchase in lieu of a taking, Landowner and Conservancy shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with such taking shall be paid out of the recovered proceeds. Landowner and Conservancy shall each be entitled to compensation from the balance of the recovered proceeds in accordance with their respective percentage interests as determined pursuant to ¶ XVII, above. In no event, however, shall Conservancy receive any amount for anything other than the Property subject to this Easement. The respective rights of the parties set forth in this Easement shall be in addition to, and not in limitation of, any rights they may have at common law.
- B. *Change of Conditions.* In granting this Easement the Landowner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement or a change in any current or future use of neighboring properties shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating this Easement.

XVIII. Landowner's Warranty of Title; Access. Landowner warrants that Landowner has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through or under Landowner, with the exception of those matters of record that are listed in the attached **Exhibit E**. Landowner hereby grants to the Conservancy the right to access the Property for the purposes described herein, across the access described in **Exhibit A** and to ensure that at all times the Conservancy has full right of access to

the Property for the purposes described in this Easement. Landowner makes no warranty of title with respect to the Water Rights.

- XIX. General Indemnity.** Landowner acknowledges that Conservancy has no responsibility or right to control, maintain, operate or keep up the Property. Landowner shall indemnify, hold harmless and defend Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (A) injury to or death of any person or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence or willful misconduct of any of the Indemnified Parties, (B) the obligations specified in ¶ III.C, above, (C) any claim against Landowner's title or any defect in Landowner's title that threatens Conservancy's interest in the Property, and (D) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this Easement, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.
- XX. Landowner's Environmental Warranty and Indemnity.** Landowner warrants that Landowner has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property and hereby promises to defend and indemnify Conservancy against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Conservancy, nor shall Conservancy have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or similar federal or state statutes.
- XXI. Transfer of Easement.** Conservancy shall have the right to transfer this Easement to any private nonprofit organization that at the time of transfer is a Qualified Conservation Organization, provided that the organization expressly agrees to assume the responsibility imposed on Conservancy by this Easement and agrees that the conservation purposes that this Easement is to advance will be carried out. Notwithstanding anything in this Easement to the contrary, this Easement shall not be transferred by Conservancy to any governmental entity or public agency **[IF APPLICABLE]**. If Conservancy ever ceases to exist or no longer qualifies under §170(h) of the Code or applicable state law, a court with jurisdiction shall transfer this Easement to another Qualified Conservation Organization having similar purposes and mission as Conservancy and that

agrees to assume the responsibility of enforcing this Easement. Landowner shall be given notice of any such court proceeding.

XXII. Transfer of the Property and Notice of Obligations of Landowner and Third Parties.

- A. *Notice.* Landowner shall notify Conservancy in writing at least thirty (30) days prior to the transfer of the Property, and any document of conveyance shall expressly refer to this Easement.
- B. *Failure to Comply Does Not Invalidate.* Failure to provide notice pursuant to this Easement or such recorded document shall not invalidate any transfer of the Property.

XXIII. Notices. All notices or demands under this Easement shall be in writing and shall be deemed given and received when delivered personally, or

- A. In the case of nationally recognized overnight courier service, notice shall be deemed to have been given and received on the second business day following its deposit with such courier service.
- B. In the case of the U.S. Postal Service, notice shall be deemed to have been given and received on the third business day after the deposit of a postage prepaid, certified return receipt requested, envelope containing the notice.
- C. In the case of facsimile or email transmission, notice shall be deemed to have been given and received on the day of such transmission.
- D. All notices shall be given to the respective parties at the following addresses, until further written notice by the other party:

To Landowner:

To Conservancy:

Central Colorado Conservancy
PO Box 942
Salida, CO 81201
719-539-7700
Email: info@centralcoloradoconservancy.org

XXIV. General Provisions.

- A. *Reasonableness Standard.* The parties shall follow a reasonable standard and shall use their best efforts to make any determinations that are nec-

essary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end. They shall make their judgments reasonably in a manner that is consistent with preservation of the Conservation Values set forth in this Easement.

- B. *No Third Party Enforcers.* This Easement is entered into by and between Landowner and Conservancy only, and is solely for the benefit of Landowner and Conservancy and their respective successors and assigns, and it is not intended to, nor does it, create rights or responsibilities in any third parties.
- C. *No Representation of Tax Benefits.* Landowner represents and warrants that:
1. Landowner has not relied upon any information or analyses furnished by Conservancy with respect to either the availability, amount or effect of any deduction, credit or other benefit to Landowner or the value of the Easement or the Property. Landowner has been advised by Conservancy to obtain its own tax, legal, financial, appraisal and other advice, and Conservancy has provided no such advice to Landowner.
 2. Landowner has relied solely upon its own judgment and/or professional advice furnished by the appraiser and legal, financial and accounting professionals engaged by Landowner. If any person providing services in connection with this Easement or the Property was recommended by Conservancy, Landowner acknowledges that Conservancy is not responsible in any way for the performance of services by these persons.
 3. This Easement is not conditioned upon the availability or amount of any deduction, credit or other benefit.
- D. *Subsequent Liens on the Property.* No provisions of this Easement should be construed as impairing the ability of Landowner to use this Property as collateral for subsequent borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing will be subordinated to this Easement.
- E. *No Extinguishment through Merger.* Should Conservancy in the future own all or a portion of the fee interest in the Property: (1) Conservancy as successor in title to Landowner shall observe and be bound by the obligations of Landowner and the restrictions imposed upon the Property by this Easement; (2) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforce-

ment; and (3) Conservancy as promptly as practicable shall either (a) assign Conservancy's interest in this Easement to another holder in conformity with the requirements of this Easement and ¶ XXI, above, or (b) sell, donate or otherwise transfer the fee interest in the Property to an unrelated third party. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Easement and shall contain language necessary to keep this Easement in force.

- F. *Changed Circumstances.* No change in the economic value of the Property or the uses prohibited or authorized on the Property or surrounding properties shall constitute a change in circumstances that would constitute grounds for terminating this Easement.
- G. *Estoppel Certificates.* Upon Landowner's request, Conservancy shall execute a document or estoppel certificate in a form provided by or acceptable to Conservancy, evidencing the extent of Landowner's compliance with the terms of this Easement, after an inspection by Conservancy made at Landowner's cost within a reasonable time after Landowner's written request.
- H. *Severability.* If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, it shall be replaced as nearly as possible with a valid provision similar thereto, and the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- I. *Successors.* This Easement is binding upon, and inures to the benefit of the parties, their successors, agents and assigns and shall continue as a servitude running in perpetuity with the Property. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Landowner.
- J. *Termination of Rights and Obligations.* A party's future rights and obligations under this Easement terminate upon transfer of that party's interest in the Property; provided, however, that liability for acts or omissions occurring prior to transfer shall survive the transfer.
- K. *Amendment of Easement.* The Parties acknowledge that biological, geological, climate and other changes will occur on the Property, and over time those changes may warrant amendments to this Easement. To address such changes, while preserving one or more of the Conservation Values in the context of such changes, or for any other reason circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Landowner and Conservancy may jointly amend this Easement so long as the amendment (1) is

consistent with the Conservation Values and Purpose of this Easement, (2) does not affect the perpetual duration of the Easement, (3) does not affect the qualifications of this Easement under any applicable laws, including C.R.S. §38-30.5-101 *et seq.* or the Code or any regulations promulgated pursuant to those laws, and (4) complies with Conservancy's procedures and standards for amendments (as such procedures and standards may be amended from time to time). Any amendment must be in writing and shall be recorded as set forth in subparagraph M, below. The term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this Easement shall be construed as requiring Conservancy to agree to any proposed amendment.

- L. *Jurisdiction.* Venue for any court action concerning the terms of this Easement will be in Chaffee County, Colorado. Landowner and Conservancy consent to personal jurisdiction in the state courts in Chaffee County for any such proceeding in law or equity.
- M. *Recording.* Conservancy shall record this Easement in timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement. Conservancy may also record a document, executed solely by Conservancy in the real property records in the county within which the Property is located to put third parties on notice of the requirements of ¶ III (Rights of Conservancy), ¶ X.A (Mineral Extraction – Rights of Conservancy), subparagraph X.B (Mineral Extraction - Leasing), or ¶ X.C (Mineral Extraction – Surface Use Agreements).
- N. *Entire Agreement.* This Easement, together with the Baseline Report and Exhibits hereto, sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein.
- O. *Controlling Law.* The interpretation and performance of this Easement shall be governed by the Code and the laws of the State of Colorado.
- P. *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to protect the Conservation Values set forth in this Easement and C.R.S. §38-30.5-101, *et seq.* If any provision in this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The Recitals at the beginning of this Easement are not mere surplusage but are an integral part of this Easement and are incorporated into the body of this Easement.

- Q. *Interpretation Consistent with Code.* This easement shall be interpreted in a manner consistent with the Code to insure the protection of the Conservation Values as defined by the Code.
- R. *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.
- S. *Captions.* The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.
- T. *Joint Obligation.* In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Easement upon the Landowner.
- U. *Conservancy Acknowledgement of Donation (I.R.C. Sec. 170(f)(8).* The Conservancy acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided, except for the consideration, if any, recited above.
- V. **[IF APPLICABLE]** Subordination of Deed of Trust. The Property is subject to a Deed of Trust for the benefit _____, as "Beneficiary" in the original principal amount of \$_____, which Deed of Trust is dated _____, and was recorded on _____ in Book _____ at Page _____ as Reception No. _____ of the records of the Clerk and Recorder of _____ County, Colorado (the "Deed of Trust"). Beneficiary has executed a Subordination of Deed of Trust to Deed of Conservation Easement, the original of which has been recorded as a separate document in conjunction with the recording of this Deed of Conservation Easement, and a copy of which is attached to this Easement as **Exhibit** .

XXV. Glossary. Following are the definitions of certain terms used in this Easement:

- A. **Construction or Construct.** Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.
- B. **Dwelling Unit.** Use or intended use of an improvement or portion of an improvement for human habitation by one or more persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

- C. **Landowner.** The undersigned Landowner or Landowners and all persons or entities after them who hold an interest in the Property, and their successors in interest or assigns.
- D. **Mining.** Drilling, exploration by geophysical and other methods, mining, extraction and operating any portion of the Property for and producing Minerals, including the construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, or associated improvements of any kind or description, and including all activities described as “oil and gas operations” in C.R.S. Sec. 34-60-103, as amended.
- E. **Review and Approval.** Review and Approval of Conservancy under the procedure described in ¶ XIII.
- F. **Tower.** A structure, the greatest dimension of which is its height, such as, without limitation, that used to generate wind power.

IN WITNESS WHEREOF, Landowner and Conservancy, intending to legally bind themselves, have set their hands on the date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW]

LANDOWNER:

STATE OF _____ }

COUNTY OF _____ }

ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED:

Central Colorado Conservancy

By _____

Name: _____

Title: _____

STATE OF _____ }

}

ss.

COUNTY OF COLORADO }

}

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Central Colorado Conservancy, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Schedule of Exhibits

- Exhibit A Legal Description of the Property, Right of Access
- Exhibit B Map of Property including location of Building Envelope
- Exhibit C Description of Water Rights
- Exhibit D Description of Building Envelope
- Exhibit E Record Exceptions to Title
- Exhibit F Copy of Subordination Agreement [IF APPLICABLE]