

**DEED OF CONSERVATION EASEMENT**

This Deed of Conservation Easement (this "Deed") is granted by \_\_\_\_\_ having an address at \_\_\_\_\_ (the "Landowner") to the Taos Land Trust, having an address at P.O. Box 376, Taos, New Mexico 87571, a New Mexico nonprofit corporation, (the "Land Trust") on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*RECITALS*

The Landowner grants this Deed, and the Landowner and the Land Trust enter into the agreements contained within this Deed, on the basis of the following facts, understandings, and intentions.

A. Property. The Landowner is the sole owner in fee simple of the property commonly known as \_\_\_\_\_ (the "Property") and more particularly described in Exhibit 1, which consists of \_\_\_\_\_ (\_\_\_\_) acres of land, more or less, located in \_\_\_\_\_ County, New Mexico.

B. Survey. The Property, and its current improvements, are shown in the survey prepared by \_\_\_\_\_, and recorded \_\_\_\_\_, 200\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of \_\_\_\_\_ County, New Mexico (the "Survey").

C. Water Rights. The Property has appurtenant water rights consisting of \_\_\_\_ acre feet of surface rights from the \_\_\_\_\_ with a priority date of \_\_\_\_\_, \_\_\_\_\_, which are more particularly described in Exhibit 2 (the "Water Rights").

D. Mineral Rights. The mineral rights associated with the Property have not been separated from the Property. Any and all mineral rights associated with the Property as of the date of this Deed are covered by the terms of this Deed.

*{OR, if mineral rights have been severed from the Property, use the following provision and include a geologist's report in the Baseline Documentation Report: }*

D. Mineral Rights. Certain mineral rights have been separated from the Property, but the possibility of future mining is so remote as to be negligible. All other mineral rights associated with the Property and owned by the Landowner as of the date of this Deed are covered by the terms of this Deed.

E. Development. The Property has not been, and by virtue of this Deed shall not be, used for the purpose of fulfilling density requirements to obtain subdivision or building permits on the Property or on any other property.

F. Scenic Values. The Property includes scenic open space consisting of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. *{Describe location. Describe views.}* The Property is visible from \_\_\_\_\_  
\_\_\_\_\_

*{Describe visibility from public roads and public lands. Cite scenic designations if any.}*

G. Biological Values. The Property contains significant relatively natural habitat and represents a high quality example of a {terrestrial/aquatic} ecosystem.

---

---

\_\_\_\_\_. {List flora and fauna, highlighting any that are threatened or endangered. Reference riparian areas. Reference adjacent natural areas. Reference biologist report, if any.}

H. Agricultural Values. The Property is primarily {farmland/ranchland} including \_\_\_\_\_.

---

---

\_\_\_\_\_. {Describe property. Cite soil classifications, if any.}

I. Historical Values. The Property contains historical features including \_\_\_\_\_.

---

---

\_\_\_\_\_. {Cite historical listing or criteria for historical listing. Cite historic features such as land area, certified historic structures, and archeological sites.}

J. Educational Values. The Property provides educational opportunities to the general public including \_\_\_\_\_.

---

---

\_\_\_\_\_. {To qualify under such this criterion some controlled access by the general public is required.}

K. Recreational Values. The Property provides recreational opportunities to the general public including \_\_\_\_\_.

---

---

\_\_\_\_\_. {To qualify under such this criterion some controlled access by the general public is required.}

L. Governmental Policies. The Property includes {open space/farmland/forest land}, the preservation of which is pursuant to the following clearly delineated governmental policies:

{Quote County and Municipal ordinances.}

(1) {Insert local legislation here}

(2) The New Mexico Land Conservation Incentives Act, Sections 7-2-18.10, 9-1-5(E), 9-11-6.2, and 75-9-1 through 75-9-6 (NMSA 1978), which encourages private landowners to be stewards of lands that are important habitat area or contain significant natural, open space, and historic resources and which provides financial incentives that encourage the protection of private lands for open space, natural resources, biodiversity conservation, outdoor recreation, farmland and forest land preservation, historic preservation, and land conservation purposes.

(3) The New Mexico Land Use Easement Act, Sections 47-12-1 through 47-12-6 (NMSA 1978), which aids the landowner who wishes voluntarily to donate a conservation easement intended to restrict the use of a specific parcel of land so as to maintain in perpetuity the character of the land.

(4) The New Mexico Cultural Properties Preservation Easement Act, Sections 47-12A-1 through 47-12A 6 (NMSA 1978), which aids the landowner who wishes voluntarily to donate a conservation easement intended to restrict the use of a specific parcel of land so as to maintain in perpetuity the significant archeological or historical character of that land.

(5) The New Mexico Right to Farm Act, Sections 47-9-1 through 47-9-4 (NMSA 1978), which declares the purpose "to conserve, protect, encourage, develop and improve agricultural land ... and to reduce the loss to the state of its agricultural resources[.]"

(6) The New Mexico Watershed District Act, Sections 73-20-1 through 73-20-49 (NMSA 1978), which states the Legislature's desire to further the "conservation ... of water, and thereby preserve and protect New Mexico's land and water resources."

(7) The New Mexico Industrial and Agricultural Finance Authority Act, Sections 58-24-1 through 58-24-23 (NMSA 1978), which evidences the Legislature's concern for the maintenance of agriculturally productive resources, and its intention to encourage an increase in the inventory of agricultural lands and a resultant increase in the gainful employment of the citizens of the state.

(8) The New Mexico Property Tax Code, specifically Section 7-36-20 (NMSA 1978), which provides for tax relief for agricultural properties through a special method of valuation of land used primarily for agricultural purposes.

(9) The Federal Farmers Home Administration Instruction 1951-S (7 C.F.R. 1951 Subpart S), which states a public policy to "keep the farmer on the farm."

(10) The Federal Farmland Protection Policy Act, 7 U.S.C. Sections 4201 through 4209, which committed the federal government to the goal of conserving farmland in carrying out its public works and other development projects.

M. Public Benefit. Conserving the {scenic, biological, agricultural, historical, educational, and recreational} values described above (collectively, the "Conservation Values") of the Property is consistent with, and important to, the history, culture, and economy of the area, which is under increasing threat of development and fragmentation, and will result in a significant public benefit to the people of \_\_\_\_\_ County, the people of the State of New Mexico, and the people of this nation.

N. Baseline Documentation Report. The characteristics of the Property and its current use and state of improvement are described in a Baseline Documentation Report prepared by the Landowner with the cooperation of the Land Trust. The Baseline Documentation Report has been acknowledged by the Landowner and the Land Trust to be complete and accurate as of the date of this Deed. Both the Landowner and the Land Trust have copies of this report, and a copy will be retained in the Land Trust's files.

O. Qualifications. The Land Trust is a nonprofit, tax-exempt organization qualified under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code; a "qualified organization" as defined by Section 170(h)(3) of the Internal Revenue Code; a "holder" as defined by Section 47-12-2A of the Land Use Easement Act; and a "private conservation agency" as defined by Section 75-9-3C of the Land Conservation Incentives Act.

P. Intent. The Landowner intends to make a charitable gift to the Land Trust of the property interest conveyed by this Deed for the purpose of assuring that, under the Land Trust's perpetual oversight, the Conservation Values will be maintained forever and uses of the Property that are inconsistent with the Conservation Values will be prevented or corrected.

*AGREEMENT*

NOW, THEREFORE, based on the recitals set forth above, and in consideration of the mutual promises and covenants contained herein, the Landowner hereby grants and conveys to the Land Trust a "land use easement" as defined by Section 47-12-2B of the Land Use Easement Act (the "Easement"), which is also an "interest in real property" as defined by Section 75-9-3A of the Land Conservation Incentives Act, and a "qualified real property interest" as defined by Section 170(h)(2)(C) of the Internal Revenue Code, the conveyance of which is the gift of a "qualified conservation contribution" as defined by Section 170(h) of the Internal Revenue Code.

1. Retained Rights. The Landowner reserves all rights to the Property not conveyed by this Deed, including all rights accruing by virtue of ownership of the Property, the right to engage (and to invite others to engage) in all uses of the Property consistent with and not to the detriment of the Conservation Values, the right to exclude the public from trespassing on the Property, and the right to sell, lease, or mortgage the Property (provided that any mortgage shall be subordinate to this Deed).

2. General Prohibition. The Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with or to the detriment of the Conservation Values. All rights reserved by the Landowner under this Deed shall be exercised, if at all, in a manner consistent with and not to the detriment of the Conservation Values. The Landowner and the Land Trust acknowledge that the current uses of the Property and the improvements to the Property described in this Deed and in the Baseline Documentation Report are consistent with the Conservation Values.

3. Construction. The construction of any temporary or permanent buildings, facilities, equipment, or structures of any kind is prohibited except:

---

---

---

---

---

*{Tailor to specific situation. Can include language about fences, permitted agricultural structures, home sites, lighting, size and height limitations, mobile homes/temporary structures, etc.}* Prior to undertaking any construction permitted herein, and prior to applying for a building permit for such construction, the Landowner shall notify the Land Trust in writing and provide the Land Trust with the opportunity to review the plans for such construction for compliance with the terms of this Deed.

4. Subdivision. The division or subdivision of the Property into two or more parcels, whether by physical or legal process, is prohibited. Condominium ownership, leasing portions of the Property less than the entire Property, or any *de facto* division of the Property is prohibited. Lot line adjustment or lot consolidation without the prior written consent of the Land Trust is prohibited. The Landowner may transfer joint or undivided interests in the Property, provided, however, that no cotenant, joint tenant, tenant-in-common, or owner of an undivided interest shall have the right, either independently or through legal action, to have the property physically or legally divided.

5. Water Rights. Except as specifically provided below, the voluntary separation of the Water Rights from the Property is prohibited. The Landowner shall take all prudent measures, including timely payment of assessments, beneficial use of water, and participation in conservation programs or water banks, to avoid forfeiture or abandonment of the Water Rights. Should the Landowner be notified for any reason regarding possible forfeiture or abandonment of any of the Water Rights, the Landowner shall immediately notify the Land Trust in writing and arrange for the beneficial use of the Water Rights on the Property. If for any reason the Landowner is unable to beneficially use the Water Rights on the Property, the Landowner shall (i) transfer the Water Rights to the Land Trust or to a third party designated by the Land Trust; (ii) with the express written consent of the Land Trust, lease the Water Rights to a third party; or (iii) with the express written consent of the Land Trust, place the Water Rights in a conservation program or water bank approved by the Land Trust.

6. Agriculture. All farming, ranching, and agricultural practices shall be conducted in a sustainable manner, and in keeping with practices that are best suited for the conservation of soil and water, the maintenance of soil and water quality, and so as to avoid erosion, overgrazing, soil contamination, and water pollution. The establishment of any feedlot on the Property is prohibited. The Landowner and the Land Trust desire to encourage the continuation of agricultural activities on the Property and to provide sufficient flexibility so that the Landowner can take advantage of appropriate practices and technologies in the future, all in a manner consistent with and not to the detriment of the Conservation Values.

7. Timber. Timber or wood products may be removed only to prevent encroachment onto open fields, to control insects or disease, to thin stands appropriately for fire management, to prevent personal injury and property damage, to provide firewood for use on the Property, and to cut posts for maintaining and constructing fences on the Property. *{Working forest easements require additional language.}*

8. Utilities. Above ground utilities (including electric, sewer, water, telephone, cable, gas, etc.), except for those as currently located on the Property or specifically anticipated by the Landowner and described in the Baseline Documentation Report, are prohibited. Prior to placing any utilities underground, the Landowner shall notify the Land Trust in writing, specifying the type and location of such utilities and the steps to be taken to protect the Conservation Values.

9. Roads. The construction of roads is prohibited except:

---

---

---

\_\_\_\_\_.

*{Tailor to specific situation; specify surface requirements and prohibitions if desired.}* Prior to undertaking the construction of any roads permitted herein, and prior to applying for any permits necessary for such construction, the

Landowner shall notify the Land Trust in writing and provide the Land Trust with the opportunity to review the plans for such construction for compliance with the terms of this Deed.

10. Impervious Surfaces. Paving, covering, or treating the soil with an impervious surface including concrete, asphalt, or any other material, is prohibited except for roads specifically permitted by this Deed or as foundations for construction specifically permitted by this Deed. Any use of the Property that causes its surfaces to become relatively impervious or causes significant erosion (either through compaction, denuding the land, or otherwise) is prohibited.

11. Mining. Soil, sand, gravel, and rock may be extracted from the Property provided that such extraction is solely for use on the Property, that not more than one acre of the Property is disturbed by such extraction, and that such extraction is done in a manner consistent with and not to the detriment of the Conservation Values. Any other mining or extraction, or consent by the Landowner to any mining or extraction, of soil, sand, gravel, rock, hydrocarbons, or any mineral substance, using a surface mining method or any other extractive technique that is inconsistent with or to the detriment of the Conservation Values, is prohibited. In addition, no mining shall be within \_\_\_\_\_ (\_\_\_\_) feet of \_\_\_\_\_ . {Specify any distances such activity must be from wetland or other sensitive areas. }

12. Refuse. The dumping, accumulation, or storage of any kind of refuse on the Property is prohibited. Should refuse be found on the Property, it is the Landowner's responsibility to remove it.

13. Commercial Activity. Commercial or industrial activity on the Property is prohibited except for: (i) commercial activity related to agricultural products grown on the Property and agricultural services performed on the Property; (ii) "home occupations" permitted by applicable zoning codes, carried out exclusively within existing structures, and consistent with and not to the detriment of the Conservation Values; and (iii) low impact recreational activities consistent with and not to the detriment of the Conservation Values; provided, however, that such recreational activities do not constitute more than a *de minimis* use of the Property.

14. Signs. Signs are permitted for purposes of identifying the Property as private property, posting the Property against trespassing or hunting, temporary "for sale" or "for lease" signs, identifying the Property as protected by the Land Trust, or any posting or notice required by law. All other signs are prohibited. Signs shall not exceed one (1) by two (2) feet in size, be made with reflective surfaces, or be artificially illuminated.

15. Miscellaneous Uses. The Property shall not be used in any manner that is inconsistent with or to the detriment of the Conservation Values. Without limiting the generality of the foregoing or the other terms of this Deed, the construction or placement of any antennae, satellite dish, cell phone tower, or similar equipment is prohibited; the construction of runways, landing strips, or landing pads is prohibited; the operation of motorized vehicles off of roads existing as of the date of the Deed or approved by the Land Trust is prohibited (other than for occasional maintenance or emergency purposes).

16. Public Access. This Deed is not intended to provide for public access to the Property. The Landowner retains the right to allow public access to the Property in the future provided that such public access complies with the terms of this Deed and is consistent with and not to the detriment of the Conservation Values. The Land Trust shall have no obligation to take any action to prevent trespassing on the Property.

17. Perpetual Duration. The Easement shall run with the land in perpetuity. Every provision of this Deed that applies to the Landowner or Land Trust shall also apply to their respective heirs, executors, administrators, assigns, and all other successors in interest to this Deed or the Property or any interest therein. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in this Deed or the Property except that liability for acts or omissions prior to transfer shall survive transfer.

18. Responsibilities of Landowner. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Land Trust, or in any way to affect any obligation of the Landowner as owner of the Property, including:

(a) *Taxes*. The Landowner is solely responsible for payment of all taxes and assessments levied against the Property. If the Land Trust is ever required to pay any taxes or assessments on its interest in the Property, the Landowner will reimburse the Land Trust for the same, and until such reimbursement occurs, such payment shall constitute a lien on the Property.

(b) *Upkeep and Maintenance*. The Landowner is solely responsible for the upkeep and maintenance of the Property.

(c) *Liability and Indemnification*. The Landowner is solely responsible for liability arising from or connected with the Property, including injury (bodily or otherwise) or damage to any person or organization directly or indirectly caused by any action or omission of the Landowner. The Landowner shall indemnify, defend, and hold harmless the Land Trust, its directors, officers, employees, and agents, from and against any and all loss, cost, liability, or expense, including reasonable attorneys' fees, for injury (bodily or otherwise) or damage to any person or organization arising from or connected with the Property.

19. Landowner Warranties.

(a) *Title Warranty*. The Landowner represents and warrants that the Landowner has good and sufficient title to the Property, and that there are no liens on, leases to, or other interests in the Property that have not been disclosed to the Land Trust in writing. The Landowner shall defend the Property and the Easement against all claims from persons claiming by, through, or under the Landowner.

{OR, if there is a mortgage on the property:}

(a) *Title Warranty*. The Landowner represents and warrants that the Landowner has good and sufficient title to the Property, that the lien on the Property held by \_\_\_\_\_ dated \_\_\_\_\_, has been subordinated to this Deed as shown in Exhibit 4, and that there are no other liens on, leases to, or other interests in the Property that have not been disclosed to the Land Trust in writing. The Landowner shall defend the Property and the Easement against all claims from persons claiming by, through, or under the Landowner.

(b) *Environmental Warranty*. The Landowner represents and warrants that the Landowner has no knowledge of a release or threatened release of hazardous substances on the Property. The Landowner shall indemnify, defend, and hold harmless the Land Trust, its

directors, officers, employees, and agents, from and against any and all loss, cost, liability, or expense, including reasonable attorneys' fees, for injury (bodily or otherwise) or damage to any person or organization arising from or connected with any release of hazardous substances or violation of federal, state, or local laws. Nothing in this Deed shall be construed as giving rise to any right or ability in Land Trust, nor shall Land Trust 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, 42 U.S.C. 9601, as amended.

(c) *Recitals Warranty.* The Landowner represents and warrants that the information contained in the recitals of this Agreement is true and correct to the best of the Landowner's knowledge.

20. Inspection.

(a) *Annual.* With reasonable advance notice to the Landowner, representatives of the Land Trust may enter the Property at reasonable times for the purpose of inspecting the Property to determine if there is compliance with the terms of this Deed. Inspections will generally occur once a year but may occur whenever the Land Trust deems appropriate. The Landowner is welcome and encouraged to accompany Land Trust representatives during such inspections.

(b) *Emergency.* If the Land Trust believes or has reason to believe that there is an ongoing, imminent, or threatened violation of the terms of this Deed, the Land Trust may enter the Property for the purpose of inspecting the Property to determine if there is compliance with the terms of this Deed. The Land Trust will use good faith efforts to contact the Landowner, but the Land Trust may enter the Property without the Landowner's presence.

21. Enforcement. The Land Trust has all the rights, remedies, and powers to enforce the terms of this Deed against the Landowner that are provided by law. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values, the Land Trust shall give the Landowner written notice of the violation and thirty (30) days to correct it before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Land Trust may obtain an injunction to stop the violation, temporarily or permanently, and to restore the Property to its condition prior to the violation. (However, nothing in this Deed shall require the Landowner to take any action to restore the condition of the Property after any Act of God or other event over which the Landowner had no control.) In any case where a court finds that a violation has occurred, the Landowner shall reimburse the Land Trust for all its expenses incurred in stopping and correcting the violation, including reasonable attorneys' fees and court costs. If the court finds no violation, the Landowner and Land Trust shall each bear their own expenses and attorneys' fees. The Landowner and the Land Trust agree that this allocation of expenses is appropriate in light of the potential disparate financial incentives of the Landowner and the Land Trust and the Land Trust's public benefit mission.

22. Transfer of Easement. The Easement, and the rights and responsibilities contained in this Deed, may be transferred by the Land Trust to another organization only pursuant to the subsections below:

(a) *Involuntary.* If the Land Trust ever ceases to exist or no longer qualifies under Section 170(h)(3) of the Internal Revenue Code or applicable state law, a court with jurisdiction shall transfer the Easement to another organization having similar purposes, that is qualified under

Section 170(h)(3) of the Internal Revenue Code and applicable state law, and that agrees to monitor the Easement and enforce the terms of this Deed.

(b) *Voluntary.* If the Land Trust ever wishes voluntarily to transfer the Easement, the Land Trust will notify the Landowner in writing and give the Landowner sixty (60) days from receipt of notification in which to deliver any preferences the Landowner may have regarding a successor organization. The Easement shall be transferred only to another organization having similar purposes, that is qualified under Section 170(h)(3) of the Internal Revenue Code and applicable state law, and that agrees to monitor the Easement and enforce the terms of this Deed.

23. Amendment. The Landowner and the Land Trust recognize that circumstances could arise that might justify the modification of certain provisions of this Deed. The Landowner and the Land Trust have the right to agree to amendments to this Deed provided that, in the reasonable discretion of the Land Trust, such amendment enhances the Conservation Values. In no event, however, shall any amendment be made that: (i) adversely affects the qualification of the Easement under any applicable laws, including Section 170(h) of the Internal Revenue Code; (ii) adversely affects the status of Land Trust under any applicable laws, including Section 501(c)(3) of the Internal Revenue Code; or (iii) affects the perpetual duration of this Deed. This Deed shall not be altered, changed, or amended other than by a written instrument executed by the parties and recorded in the Office of the County Clerk of the county in which this Deed was recorded. Nothing in this section ("Amendment") shall require the Landowner or the Land Trust to agree to, or negotiate regarding, any proposed amendment.

24. Termination.

(a) *Condemnation.* If all or a part of the Property is taken for public use (or sold to a public authority under threat of condemnation), and the Easement is terminated in whole or in part, then the Land Trust shall be entitled to a percentage of the condemnation award or sale proceeds equal to the ratio, as of the date of this Deed, of the appraised value of the Easement to the unrestricted fair market value of the Property.

(b) *Changed Conditions.* The Landowner and the Land Trust recognize that conditions on or surrounding the Property could change so much in the future that it becomes impossible to protect and preserve the Conservation Values. The Landowner and the Land Trust have the right to jointly request that a court with jurisdiction terminate the Easement created by this Deed and order the sale of the Property. Upon such termination of the Easement and sale of the Property, the Land Trust shall be entitled to a percentage of the sale proceeds equal to the ratio, as of the date of this Deed, of the appraised value of the Easement to the unrestricted fair market value of the Property.

*{If the Landowner is not taking a tax deduction for the donation of the Easement, a specific percentage should be substituted for the ratio described in subsection (a) and (b) above. }*

(c) *Criteria.* The fact that a use of the Property may become greatly more economically valuable than uses permitted under this Deed shall not be considered a changed condition. The inability to use the Property for permitted uses, or the unprofitability of doing so, shall not warrant termination of the Easement. The fact that conservation value(s) may be compromised by changed conditions shall not warrant termination of the Easement if other conservation value(s) remain.

(d) *Other Termination Provisions.* The Easement conveyed by this Deed constitutes a property right, immediately vested in the Land Trust, which the parties stipulate to have a fair market value determined as set forth above. Nothing in this section ("Termination") shall require the Landowner or the Land Trust to agree to, or negotiate regarding, any proposed termination. Any funds received by the Land Trust pursuant to this section ("Termination") shall be used by the Land Trust in a manner consistent with the Conservation Values.

25. Approvals. Before doing anything that requires the Land Trust's consent or approval pursuant to this Deed, the Landowner shall seek such approval from the Land Trust in writing. Any consent or approval by the Land Trust permitted or required by this Deed for uses or acts that are conditional or not expressly reserved by the Landowner may be granted only if the Land Trust has determined in its reasonable discretion, that the proposed use or act conforms to the intent of this Deed, meets any applicable conditions stated herein, and is consistent with and not to the detriment of the Conservation Values. The Land Trust shall grant or withhold its consent or approval in writing within thirty (30) days of receipt of the Landowner's written request therefor, and failure of the Land Trust to respond within such time period shall be deemed the Land Trust's consent or approval.

26. Notices.

(a) *Generally.* Any notices permitted or required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested.

(b) *Current Addresses.* As of the date of this Deed, the addresses for the Landowner and the Land Trust are as follows:

To the Landowner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Land Trust: Taos Land Trust  
P.O. Box 376  
Taos, NM 87571

(c) *Permanent Addresses.* In addition to the foregoing, the address of the Property shall always be a valid address for notices to the Landowner, and the address of the Land Trust's registered agent (on file with the State of New Mexico) shall always be a valid address for notices to the Land Trust.

27. Compliance Certificates. Within thirty (30) days following receipt of written request from the Landowner, the Land Trust shall execute a compliance certificate and deliver it to the Landowner to certify to the best of the Land Trust's knowledge the Landowner's compliance (or noncompliance) with any obligation of the Landowner contained in this Deed.

28. Subsequent Mortgages. No provision of this Deed should be construed as impairing the ability of the Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinate to this Deed.

29. Waiver. No term of this Deed shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No forbearance, delay, or failure to exercise any right, power, or

remedy shall impair such right, power, or remedy, shall be construed as a waiver of such right, power, or remedy, or shall prevent the exercising of such right, power, or remedy in the future. The Landowner hereby waives the defenses of estoppel, laches, prescription, and adverse possession.

30. Incorporation. The recitals set forth at the beginning of this Deed, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

31. Interpretation. This Deed shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). This Deed shall not be interpreted for or against any party on the basis of authorship, but rather shall be interpreted so as to give maximum protection to the Conservation Values. The captions and section headings of this Deed are not necessarily descriptive (or intended or represented to be descriptive) of all the terms thereunder, and such captions and section headings shall not be deemed to limit, define, or enlarge the terms of this Deed. The use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter.

32. Severability. If any provision of this Deed or the application thereof to any person or circumstance is found to be illegal, invalid, or unenforceable, the remainder of the provisions of this Deed shall not be affected thereby.

33. Integration. This Deed sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Deed or the Easement.

34. Acceptance. Pursuant to the Resolution of the Board of Directors of the Land Trust adopted on \_\_\_\_\_, 200\_\_, a copy of which is attached hereto as Exhibit 3, the Land Trust has accepted the Easement conveyed by this Deed and the rights and responsibilities described in this Deed.

To Have and To Hold, this Deed of Conservation Easement unto the Land Trust, its successors and assigns, forever.

*[Signatures and acknowledgments on following pages.]*

SIGNATURE PAGE  
TO  
DEED OF CONSERVATION EASEMENT

In Witness Whereof, the Landowner and the Land Trust, intending to legally bind themselves, have set their hands on the date first written above.

"Landowner"

\_\_\_\_\_  
{Name }

\_\_\_\_\_  
{Name }

"Land Trust"

Taos Land Trust,  
a New Mexico nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit 1  
to  
Deed of Conservation Easement

**LEGAL DESCRIPTION**

*[To be added.]*

Exhibit 2  
to  
Deed of Conservation Easement

**WATER RIGHTS**

*[To be added.]*

Exhibit 3  
to  
Deed of Conservation Easement

**RESOLUTION  
BY  
THE BOARD OF DIRECTORS OF  
THE TAOS LAND TRUST  
REGARDING  
THE \_\_\_\_\_ CONSERVATION EASEMENT**

The following Resolution was passed by the Board of Directors of the Taos Land Trust on \_\_\_\_\_, 200\_\_, as recorded in the Minutes of the Board Meeting:

"RESOLVED by the Board of Directors of the Taos Land Trust that a Deed of Conservation Easement from \_\_\_\_\_ to the Taos Land Trust conserving certain conservation values on \_\_\_\_\_ (\_\_\_\_) acres of {irrigated farmland/scenic open space/wildlife habitat} be accepted by the Taos Land Trust, that the Taos Land Trust accepts all of the rights and responsibilities described in said Deed, and that the \_\_\_\_\_ of the Taos Land Trust, \_\_\_\_\_, is hereby authorized by the Board of Directors to act on its behalf to finalize and execute said Deed on behalf of the Taos Land Trust."

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

Date: \_\_\_\_\_

