

WHEN RECORDED RETURN TO:

**ASSIGNMENT OF INTEREST IN  
DEED OF CONSERVATION EASEMENT  
[property name]**

THIS ASSIGNMENT OF INTEREST IN DEED OF CONSERVATION EASEMENT (the "**Assignment**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

- (i) **[Assignor]**, a Colorado nonprofit corporation, having a legal mailing address of **[Assignor's Address]** ("**Assignor**"), which is the Grantee under the Conservation Easement described herein;
- (ii) **[Assignee]**, a Colorado nonprofit corporation, having a legal mailing address of **[Assignee's Address]** ("**Assignee**"). and;
- (iii) **[Landowner]** ("**Grantor**"), having a legal mailing address of **[Landowner's Address]** which has executed this Assignment for the purpose of acknowledging its consent to the Assignment.

**RECITALS**

A. Grantor [or Grantor's predecessor in interest, if the property has changed hands since the original easement conveyance] conveyed a Deed of Conservation Easement to Assignor recorded [date of recordation] in [Book \_\_\_ at Page \_\_\_ and/or as Reception No. 4793464] in the records of the Clerk and Recorder of [County], Colorado (the "**Conservation Easement**"). The Conservation Easement encumbers the real property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**").

B. Paragraph \_\_\_\_ of the Conservation Easement permits assignment of Assignor's interest as Grantee to another "qualified organization" as that term is defined under Section 170(h) of the Internal Revenue Code of 1986.

C. Assignee is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is authorized to acquire and hold conservation easements under Colorado law.

D. Assignee has executed this Assignment as Assignee of the interest of Assignor under the Conservation Easement and, by this Assignment, accepts the assignment of the interests of Assignor in the Conservation Easement.

## AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged. The parties agree as follows:

1. Assignment. Assignor hereby quitclaims and assigns without warranties all of its rights and obligations as Grantee under the terms of the Conservation Easement to Assignee, as permitted by the Conservation Easement. [At the time of Assignment the Grantor has paid Assignee \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_), as a stewardship endowment in conjunction with this Assignment of Conservation Easement.]

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Conservation Easement and agrees to carry out the conservation purposes that the Conservation Easement was originally intended to advance.

3. Representation by Grantor. Grantor has provided information, assurances and representations to Assignee that there are no outstanding violations of the Conservation Easement as of the date of this Assignment and Assignee has inspected the Property and is satisfied that the Grantor is in compliance with the terms of the Conservation Easement and accepts the Conservation Easement encumbering the Property in its current condition.

4. Release of Original Grantee. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement and under the terms of the funding and grants agreement(s) with GOCO [and other funders] by which Assignor agreed to acquire and hold the Conservation Easement, for all events arising before or after this Assignment. Assignee is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement for events arising prior to the date of this Assignment.

5. Landowner Consent. By its signature below on the Consent and Approval of Assignment, Grantor hereby consents to this Assignment, agrees to its terms, and waives any notice requirements, if any, in the Conservation Easement, and makes the representations herein.

6. Consent of the Board, [and other funders]. By the signatures below the State Board of the Great Outdoors Colorado Trust Fund [and other funders] have approved this Assignment to Assignee pursuant to their discretionary right as described in Paragraph \_\_\_ of the Conservation Easement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]











## **Exhibit A**

### **Legal description**

[The assignment document needs to include the entire legal description from the original easement to ensure that the assignment is included in future title searches.]